



संघर्षण कर्ण

रेल दावा अधिकरण

चण्डीगढ़ न्यायपीठ

दूरभाष : 0172 2743266

**RAILWAY CLAIMS TRIBUNAL  
CHANDIGARH BENCH**

केन्द्रीय सदन  
चौथी तथा छठी मंजिल  
सेक्टर 9-ए, चण्डीगढ़ ।

*Kendriya Sadan*  
Fourth & Sixth Floor,  
Sector 9-A, Chandigarh

No. No.RCT/CDG/Sanitation/22/1 / 1580

Dated: 18/5/2022

**Quotation Notice**

Sub.- Sealed quotations for outsourcing of one worker for housekeeping/sanitation work in Railway Claims Tribunal/CDG.

Sealed quotations are invited for outsourcing of one worker for housekeeping/sanitation work in Railway Claims Tribunal/CDG for a period of three months or till finalization of regular contract through GeM Portal, whichever is earlier as detailed below:-

1. The quotations in a sealed cover envelope addressed to the Additional Registrar, Railway Claims Tribunal, Kendriye Sadan, 4/6<sup>th</sup> Floor, Sector-9A/Chandigarh should reach this office on or before 25/5/2022 upto 15.00 hrs. and the quotations so received will be opened on same day at 15.05 hrs. In case, the date of opening of quotations happens to be a holiday, the quotations will be opened on the next working day at the same time. The owner/representatives of Bidders are requested to attend this office at the time of opening of quotations.
2. The GST registered firms should submit quotations mentioning their GST number.
3. The estimated total cost of the work is Rs.66,804/- only for 3 months including all charges.
4. You are advised to submit EMD @ 2% i.e. Rs.1340/- only alongwith the quotation in favour of SR.DFM/NR/Ambala Cantt. through Demand Draft, which will be returned after finalization of quotation.
5. The contract can be terminated at a short notice without any prejudice by competent authority of RCT/CDG.
6. The cleanliness material for sanitation work will be supplied by RCT/CDG.
7. Other terms & conditions are attached as Annexure A-I.
8. The rates should be quoted in figures and words as per proforma enclosed as Annexure A-II.
9. The firm can not pay their employees below the DC rates fixed by UT/Chandigarh i.e.Rs.16,053/-only per month per worker.

DA:- As above

Copy to:-

  
Additional Registrar 18.5.2022  
अपर रजिस्ट्रार  
Additional Registrar  
रेल दावा अधिकरण, चण्डीगढ़  
Railway Claims Tribunal, Chandigarh

1. AFA/RCT/CDG:- please arrange to depute SSO of your office to open the quotations on the date/time mentioned above.
2. Notice Board/RCT/CDG
3.  Uploading on Website of RCT/DLI to give wide publicity.

Terms and Conditions

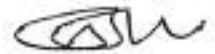
Annexure A-I

1	The RCT shall pay to the contractor the agreed amount on satisfactory performance of the duties. The payment will be made on monthly basis through NEFT/RTGS/DD etc.
2	The Contractor shall at all times, abide by the instructions given to them or to their agents and employees from time to time by the officers and subordinates of RCT deputed for this purpose and to supervise the work.
3	The RCT shall be at liberty to terminate this contract at any time before the expiry thereof on giving notice in writing without assigning any reason and without being liable to pay any compensation for such termination. It shall further be lawful for the RCT at any time to terminate the agreement without notice and without being liable to pay compensation whatsoever in the event of breach or violation of any of terms and conditions herein, contained or any order given to him, or his servants and employees.
4	The Contractor has to provide man power to carry out the complete housekeeping/cleanliness work of RCT Building premises, including sanitation work on all days except Saturday & Sunday/GH i.e five days in a week and to be available from 09.00 Hrs to 17.30 Hrs with half an hour break. The man power of Contractor has to clean RCT premises including the window glasses, Electrical items like lights, fans, floors, toilets, removal of garbage from premises to Nagar Nigam dust bins, other office equipments or any other work as assigned/advised by RCT/CDG. The above timing can be modified by the RCT authority at any time.
5	The Contractor shall pay to staff engaged in/with this work not less than fair wages, being the minimum wages notified from time to time or where not notified, wages paid for similar work in the neighborhood. The wages paid shall not be less than prescribed by the law enacted by the Govt. of India or by the State Govt. concerned in so far as it may be applicable to such staff engaged on such work on the Railways. The Contractor shall maintain proper record of payments and submit to the RCT certificate each month to the effect that he has paid wages in accordance with prescribed wages. The contractor has to make payment to the housekeeping staff through bank by cheque/NEFT etc.
6	The Contractor or his agent shall not without prior permission of Railway Claims Tribunal in writing absent himself from the work of which he is employed, and shall at all time provide on duty the number of persons specified in the instructions.
7	The Contractor shall not sublet or assign this work or any part thereof to any persons, whatsoever. In the event of Contractor fails to comply the above instructions, the RCT shall be entitled forthwith to terminate the contract without notice and Contractor shall have no claim whatsoever in consequence of such termination of the contract. As to whether or not they said instructions have been infringed, the decision of RCT shall be final, conclusive and binding.
8	In the event of any dispute or difference of opinion arising between RCT and the Contractor as to the respective rights and obligations of the parties or as to the true intent and meanings of these presents or any articles or conditions thereof, such dispute or differences of opinion may be referred to the sole arbitration of one arbitrator who shall be nominated for the purpose by RCT/Chandigarh for the time being whose decisions shall be final conclusive and binding on the 'parties, under the provisions of the Indian Arbitration Act and rules in force.
9	The Contractor shall always inform the RCT/CDG in writing about any change in its address or the names and addresses of its key personnel. Further, the Contractor shall not change its ownership without prior approval of the RCT/CDG. He shall submit the residence proof and police verification of the employees deputed to RCT/CDG for the above work.
10	In the event of the Contractor failing to comply with or committing any breach of any instructions/terms):- a) The RCT/CDG without prejudice shall have the right to terminate/cancel the contract on the part of the Contractor. b) To impose a penalty not exceeding a sum of Rs. 500/- in



	<p>respect of each case of substandard work noted by Railway Administration or breach of instructions/terms mentioned above for which decision of RCT/Chandigarh will be final and binding. In case of loss to the RCT the full amount of loss will be recovered and the RCT decision as to the extent of the loss shall be binding and final.</p> <p>c) To terminate the agreement as well as forfeit the security deposit/PG, if taken and when the whole or a part of said security deposit/PG has been forfeited but the agreement has not been determined, the Contractor shall be required to pay to RCT the amount to be allowed to carry on his work.</p>
11	The Contractor shall not employ any workman below the age of 18 years.
12	The contractor shall not subcontract or appoint any subcontractor to carry out any obligations under the contract in any manner.
13	The contractor, being the employer in relation to persons engaged/employed by him for providing the services under this contract, shall alone be responsible and liable to pay wages/salaries to such persons which in any case will not be less than the minimum wages as fixed or prescribed for the category of works employed by him from time to time or by the State Government and/or any authority constituted by or under any law.
14	The contractor shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to persons engaged/employed by him including Provident Fund, ESI Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act and Leave etc. In case of any breach of any laws, rules, notifications applicable to the employees of the contractor, the contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employees, agent, representative, attorney, person (s) engaged/employed by him for discharging the obligations under this contract.
15	The contractor shall undertake to comply with the applicable provisions of all welfare regulations and more particularly with the contract labour (Regulations and abolition) Act 1970, if applicable for carrying out the purposes of this agreement. The contractor shall further observe and comply with all government laws concerning employment of staff employees by the contractor and shall duly pay all sum of money to staff employed by him under this agreement as may be required to be paid under such laws. It is expressly understood that the Contractor is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirement of law.
16	The quality and punctuality of/in rendering of the said services are the essence of the contract and the contractor undertakes to abide by them at all times.
17	No relationship of employer and employees shall be created between the RCT and the employees engaged by the contractor. The housekeeping service being purely contractual in nature, the staff engaged by the contractor will not have any claim for employment or any other benefits as available to Railway employees. The contractor shall be liable to make payments to its employees towards their monthly wages/salaries and other statutory dues like EPF, ESI, minimum wages, bonus, gratuity etc.
18	The Contractor agrees to indemnify the RCT against any claim, which may be made under the Workmen's Compensation Act, 1923.
19	The contractor shall provide uniforms with name badges to his employees the pattern of which will be different than of the RCT as followed for its employees and they shall wear them at all time while at work and maintain such uniforms.
20	In case the RCT is required to meet any liability in respect of any person(s) engaged/employed by the contractor by virtue of their working at the premises of any such liability from and out of dues payable to the contractor.
21	The contractor shall be responsible for all types of injuries and accidents to staff, employed by him while execute this work.
22	The contractor shall be responsible for the conduct and behavior of his employees. If any employee of the contractor is found misbehaving with the RCT staff, the contractor shall take necessary and appropriate action immediately.
23	In the event of any loss/damage being occasioned to the RCT on account of the negligence/omission of the contractor's employee(s), the contractor shall make good the loss sustained by the RCT by replacement of the material/equipment and payment of compensation.
24	The contractor shall take proper instructions from time to time from the RCT for the execution of the contract at the different places of the RCT and will faithfully comply with the same during the currency of the contract.

25	Payment of Goods & Services Tax will be responsibility of the Contractor. The Contractor will deposit the amount of GST to concerned authority within prescribed time limit. GST/TAN number is to be provided by the Contractor.
26	Deduction of taxes on works contract cases as being imposed from time to time as per rules, if any, shall be deducted from the bills.
27	The contractor must submit the character certificate and police verification of the staff deployed in RCT/CDG.
28	If the persons engaged/hired remain absent, deduction will be made from the amount payable to Contractor. The amount of deduction will be worked out on the basis of 1/30 <sup>th</sup> per day of absence.
29	In case of any dispute of the interpretation on any clause in the terms and conditions of the contract, decision of RCT/CDG will be final and binding on the Contractor.
30	The firm has to pay their employee at the DC rates fixed by UT/Chandigarh as per rules. The rates can be revised during contract period as and when DC rates increase/decrease.



अपर रजिस्ट्रार  
Additional Registrar  
रेलवे क्लेम अधिकरण, चंडीगढ़  
Railway Claims Tribunal, Chandigarh

## Annexure-II

Proforma for cleaning/sanitation work in RCT/CDG office for one worker for three months

Description of items	Rate per person per month including all charges	EMD details
Minimum wages for one worker  (Minimum wages as per DC rates of Chandigarh circulated by DC/UT/CDG vide their letter No DC/DN/F-20/2021/7050 dated 1/4/2021 is Rs 16053/-, which will be paid by Bidder deputed worker)	In figures _____  In words _____	

Note:- The above proforma may be clearly typed on letter head of firm participating in quotation.

Seal/Signature of Bidder \_\_\_\_\_



अलग नमूना  
 Auctioneer/Registrar  
 रेलवे कोर्ट, चंडीगढ़  
 Railway Courts Tribunal, Chandigarh