

RAILTEL CORPORATION OF INDIA LIMITED
(A Government of India Undertaking under Ministry of Railways)

Tender document

For

“PROVIDING FACILITY MANAGEMENT SERVICES
FOR RAILTEL OFFICE COMPLEX BUILDING , PLOT – 143, SECTOR – 44,
Gurugram – 122003.”

TENDER DOCUMENTS

VOLUME – I

- INSTRUCTIONS TO BIDDERS & SCOPE OF WORK - (SECTION-1)
- PREQUALIFYING CRITERIA - (SECTION-2)
- CONDITIONS OF CONTRACT - (SECTION-3)
- TENDER DRAWING/BUILDING LAYOUT DRAWINGS - (SECTION-4)

TENDER NO. RAILTEL/2017/P&A/33/4

**143, SECTOR-44,
GURUGRAM – 122003
(HARYANA)
www.railtelindia.com**

TENDER NO. RAILTEL/2017/P&A/33/4

RAILTEL CORPORATION OF INDIA LTD

(A Govt. of India Undertaking)

NOTICE INVITING TENDERS

Sealed bids in two packet system for following work are invited from established agencies engaged in rendering Facility Management Services, viz., House- Keeping, operations & Maintenance of internal & external electrification, up-keep & maintenance of building and furniture etc. for the work "Providing Facility Management Services for RAILTEL office complex Building, Plot No.- 143, Sector- 44, Gurugram" with contract period as 24 months with provision for extension for another 12 months with mutual consent of both the parties. Bid documents would be issued to the prospective bidder or his authorized representative on payment of non-refundable fee of Rs. 5900/- (including taxes) in the form of PO or Demand Draft (DD) drawn in favour of RAILTEL CORPORATION OF INDIA LTD., payable at Gurgaon, by Manager/Admin, 2nd floor RailTel, 143 Sector-44, Gurgaon- 120003 on any working day (except Sat., Sun & Public holidays) from 02.12.2017 to 22.12.2017 between 15.00 hours to 17.30 hours. Tender documents will not be sent by post/courier. Bids in the prescribed manner should be submitted along with requisite Earnest money (EMD) by 15.00 Hrs. on or before 26.12.2017 in the box kept on Reception area of Ground Floor of RailTel Building and Tech. Bid will be opened at 15.30 Hrs on same day. Other details are as under.

S N	Tender no.	Estimated cost (in Rs.)	EMD	Date & Time of pre- bid meeting
1	RailTel/2017/P&A/ 33/4	Rs.5800000/-	Rs.1160000/	15.12.17 at 15.00 hrs

For further information including PQ criteria and bid security etc and downloading of the tender documents please visit website www.railtelindia.com. In case of downloaded tender documents for bid submission, the bidders are required to deposit cost of tender documents in the form of Demand Draft in favour of "RAILTEL CORPORATION OF INDIA", payable at New Delhi, issued on or before closing date of sale, to be kept in the envelope containing the technical bid, without which downloaded tender documents will not be considered for bid evaluation. Even though the bidder has been permitted to submit his bid in the documents downloaded from the website, the contract agreement on award of work would be signed only on the manual copy as issued originally by the RailTel Office.

For any clarifications/further information the bidders may contact Manager/Admn. RailTel. (Tel no. +91 124 2714251)

**Jt General Manager/P&A,
For and on behalf of Chair Man cum Managing Director, RailTel.**

Broad checklist of Documents to be submitted along with Technical bid is given below. This list is indicative (not exhaustive) for guidance:-

SN	Description of Documents to be submitted along Technical bid	Remark
1	Brief description of the methodology	
2	Earnest money deposit	
3	Original Bid documents duly signed and stamped on all pages by the bidder	
4	Written Power of Attorney on stamp paper in favour of person signing the tender documents.	
5	Copies of affidavit for sole Proprietorship/ Partnership deed/ Memorandum and article of Association along with the details pertaining to place of registration, principle place of business of the firm etc.	
6	Copy of PAN/VAT/TIN No. allotted	
7	Service tax registration certificate	
8	Attested copies of audited balance sheets, profit & loss account statement etc. for the last(3) three financial years.	
9	(i) Attested copies of Labour Licence (ii) Attested copies of EPF & ESI Registration number.	
10	Letter of submission as per Profoma-1	
11	Letter of acceptance of bid conditions as per Proforma-2	
12	List of Housekeeping services works completed during last 3 years as per Proforma- 3	
13	Certificate confirming the availability of supervisory staff/manpower as per Proforma-4	
14	Certificate confirming the availability of machinery and equipment as per Proforma-5	
15	Proforma for past Contractual Performance/Declaration by bidder as per Proforma-6	
16	Certificate of satisfactory performance to be issued by the organization(s) where Housekeeping services provided as per Proforma-7	

The above list has been provided to facilitate the bidders to quickly go through it, before submission of bid to ensure compliance with regard to submission of documents. However, provisions in tender documents will prevail over this list.

SECTION-1
(INSTRUCTIONS TO BIDDERS & SCOPE OF WORK)

SECTION-1

INSTRUCTIONS TO BIDDERS

1.0 Description of Work

RailTel Corporation of India Ltd. invites sealed bids from reputed firms for execution of the following work:

“Providing Facility Management Services for RAILTEL Office Complex Building, Plot no.143, Sector-44, Gurugram-122003”.

1.1 Scope of work

The broad objective of the Facility Management services would be to ensure that the premises and equipments of RAILTEL Office Complex Building are always kept neat and clean aesthetically maintained and operated for safe.

The scope of works for which bids have been invited will broadly be as per spectrum of services detailed in this document (please see Clause-3 of this section). The approximate area of floors and basements etc. is given below:

The office building of RailTel Corporation at Gurgaon comprises of Ground + 5 floors + Mumty room on the 6th floor + 2 basements. The approximate area is as under:-

(i) Basement 1	=	963 sq.mtr.
(ii) Basement 2	=	963 sq.mtr.
(iii) Ground Floor	=	963 sq.mtr.
(iv) 1st Floor (Covered area)	=	607 sq.mtr
(v) IInd Floor (Covered area)	=	685 sq.mtr.
(vi) IIIrd Floor (Covered area)	=	550 sq.mtr.
(vii) IVth Floor (Covered area)	=	540 sq.mtr.
(viii) Vth Floor (Covered area)	=	540 sq.mtr.
(ix) VIth Floor (Mumty room)	=	63 sq.mtr.

However, bidders are advised to personally visit the site and assess the actual quantum of work before submission of bids.

1.2 Building infrastructure details:

RAILTEL Office Complex is a state of the art building. The building has approximately 5606 sq. mts. of built up area and constructed on a plot of 2100 sq. mts approx. at plot no.143, Sector-44, Gurgaon. The complex has two

basements and ground /stilt floor plus five office floors. Both basements are mainly used for parking, electric substation & DG room and fire fighting pumps etc. Entire office floors are centrally air-conditioned. Approximately 250 people at a time would occupy and work in this complex. The office timings are Monday to Friday and from 09.30 hrs. to 18.00 hrs. However, the contractor will ensure that services under the scope of work are available from 7.30 Hrs. to 21.00 Hrs. on Monday to Saturday. Also, as and when required, installations under this scope may also have to be operated on Sundays, holidays & for late sitting on regular working days and nothing shall be paid extra for this.

The building & present infrastructure with installations shall be made available to the successful bidder for maintenance and upkeep and the contractor shall be fully responsible for its total safety and upkeep during the period of assignment. An inventory of items in the premises shall be made and the chosen agency shall be responsible for any loss/damage to the items and shall indemnify RAILTEL against any claim what-so-ever connected with the services being provided, during the currency of the contract.

2.0 Contract Period:

- 2.1 The duration of the contract will be 24 months. However, contract period may be extended at same rate/terms & conditions on mutual agreement with the contractor for another 12 months. Contractor shall commence the work as per date specified in the Letter of award which will be the effective date of start of twenty four months contract period. If the Contractor commits default in commencing the execution of the work as per issuance of written orders to commence the work, RAILTEL shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money.
- 2.2 The successful bidder must familiarize himself fully with the installations (at no extra cost to RAILTEL) before taking over existing assets installed in RAILTEL office complex. Shortfall & deficiencies shall jointly be recorded and necessary rectification (within the scope of the outgoing contractor) shall be got rectified through the outgoing contractor or by RailTel. The new contractor shall also jointly prepare OEM spare list and a list of all usable spares available for each equipment installed, at the time of taking over.
- 2.3 RAILTEL reserves the right to rescind the contract agreement at any time by giving 15 days notice if the services of the contractor are not found satisfactory or up to the standards or at any stage, it is found that bidder has secured the contract through fraudulent means/ documents/ information based on which the bid of the successful bidder has been accepted or non-fulfillment of any other serious obligation on the part of the contractor as per provision of tender/contract. The decision of RAILTEL in respect of above will be final in this regard.

3.0 Spectrum of Services:

The broad nature of services are detailed below in paras 3.1 to 3.4 .However, these services are only indicative, other services which may be relevant, incidental and necessary shall also be provided by the Contractor. **The bidder can assess the actual quantum of work by visiting the site and bid accordingly.**

3.1 Housekeeping services, cleaning and maintenance of entire building including, boundary wall and compound area.

Cleaning of all floors, basements, parking areas, cabins, lobbies, corridors, reception area, stair case including hand rails, pantries, AC room, DG room, Substation, Data Centre and other areas inside the complex by sweeping, vacuum cleaning, scrubbing, mopping, removing of stains using cleaning agents and disinfectants, room freshener so as to keep the entire complex clean and aesthetically maintained.

- 3.1.1 Cleaning and upkeep of all toilets, cleaning every 2 hours, including all fittings and fixtures available in the toilets , supplying liquid soap in all soap containers, urinal cubes, air purifiers, tissue papers for dispensers, C-Fold towels, naphthalene balls etc. in all the toilet floor areas and other areas as per direction of Officer-in-Charge. The contractor shall display and implement Housekeeping and periodic maintenance schedule and also ensure recordings in formats, duly approved by the Officer-in-charge for toilets, office floors/wings & other areas/equipments for proper monitoring of the cleaning and upkeep operations.
- 3.1.2 Cleaning of all doormats, telephone instruments, (including their disinfecting) photos, murals, sculptures, boards and panels, glass partitions and windows, indoor artificial/natural plants, planters etc.
- 3.1.3 Cleaning 02 nos. lift cabins, 02 nos. lift wells, terrace of stair case and parapet walls.
- 3.1.4 Cleaning of all exposed surfaces of electrical fixtures such as ceiling, pedestal/ wall mounted fans and light fixtures etc.
- 3.1.5 Touch up oil/distemper painting of walls/ceiling etc. where necessary, maintaining all smooth surfaces, fittings and fixtures by suitably polishing the same and/or cleaning these with the use of environment friendly cleaning agents and disinfecting by using/spraying room fresheners/disinfectant.
- 3.1.6 Different colour bins for the collection of different categories of wastes from the building has been provided on all the floors. Collecting and disposal of garbage, and waste papers from these small and big dustbins of different colour, from entire premises, including basement, inside/outside pathway and fencing

touching the outer surface of the entire boundary of the complex. Garbage movement through noiseless trolley shall be arranged by the contractor at his own cost. Final disposal of garbage in Environment friendly/sound manner, duly complying with the directives of local bodies/municipalities, shall be the responsibility of the contractor. This garbage should be cleared every day by the contractor. The contractor shall dispose of garbage in such a way that no garbage is left in dust bins over night, thus preventing unhygienic conditions and breeding of insect and cockroaches. The contractor shall facilitate inspection of bins by Security staff before clearance of waste.

- 3.1.7 Periodic cleaning of septic tank, Manholes, Gully traps quarterly and when ever required and keeping entire sewage lines clear and functional. Septic tank will not overflow at any time. To ensure this, sewer pit water/solid will need to be removed by the contractor at regular interval as per the requirement.
- 3.1.8 Cleaning and upkeep of furniture like work stations, racks, cabinets, Almirahs, tables etc. including inter floor shifting of furniture as may be required. General upkeep/repair of furniture, dry cleaning and vacuum cleaning and washing of blinds, curtains etc. shall be carried out.
- 3.1.9 The compound shall be swept /washed to keep it clean at all times. Boundary wall including grills fixed on it shall be kept clean, free from encroachments defacement, poster, bill etc. The boundary wall stones have been fixed with dry cladding method. The replacement of fallen boundary wall stone will be done by contractor at no extra cost to RailTel. In case of any breakage of any glass or other item the contractor will replace the same at no extra cost to RailTel. The contractor will bring his own cleaning equipment. Cleaning of signage/logo, front glass sliding door, removal of bee nests etc. will also be within the scope of work.
- 3.1.10 Cleaning of windows and all internal glazing inside the building to keep it neat and clean.
- 3.1.11 Cleaning of Data center at 1st floor and Ground floor staff canteen, back side of ground floor & balcony area by sweeping, vacuum cleaning, scrubbing, mopping, removing of stains using cleaning agents and disinfectants, room freshener so as to keep the entire complex clean and aesthetically maintained.
- 3.1.12 Contractor will keep all rain water pipes, Khurras on 3rd, 5th Floor and terrace, clean and choke free. Any flooding of water due to any reason inside the premise will be removed by contractor.
- 3.1.13 **Upkeep and cleaning of exteriors of AC plants and DG sets and surrounding basement/ roof top areas.**

2 Nos. DG sets, one each of 380 KVA and 160 KVA, and centralized Air-conditioning systems have been installed in the building. The contractor will be required to ensure basic upkeep and exteriors cleaning of these machines.

FM Agency will also clean AC plants and control panel on terrace, all exposed pipes on terrace, M.S. framed Jali enclosers in Basement, Iron Gate of Pump house and diesel tanks in basement including their Enamel painting etc.

However, the scope of work under this contract will not cover the job/ activities involved in day-to-day operations and usual Annual Maintenance Contract of the Generator and AC equipments.

3.2 Operation and maintenance of Internal and External luminaries, Fans, Sliding glass door, Front Iron gate with boundary wall and external façade Signage/logo, Inverter, Solar powered electric Systems.

- 3.2.1 External areas of entire complex has been provided with lighting during night consisting of boundary lights, street lights, Gate post lights (02 Nos.), logo lights, bollard lights, shrub lights in parapet wall, 08 sets façade lighting, parking light etc. The contractor is to maintain and upkeep all these in good working condition at all times and replace these as required during the contract period.

Building, including the basements, is provided with illumination using fluorescent and CFL luminaries. Atrium area is lit by metal halide fixtures. Twelve nos. street light on 4.0 m pole with 11 watt CFL luminaries with solar module 1260, solar block battery 75 Ah with battery box DPC (Auto switch on off operation) Reverse capacity autonomy for 03 days no sun have been provided along the pathway. FM agency will maintain these and upkeep them in working condition at all times and replace these as required including replacing the batteries as required and painting of poles with paint as and when required. FM agency will also maintain and upkeep Roof Top Solar Panel(s).

The contractor shall also maintain all inverter. In case any item is required to be replaced, it shall be of same make as originally provided or as approved by in officer-in-charge. There are total 08 nos. Microtech make Inverters of 2.2 KVA are installed at Basement 2, basement 1, GF, Canteen, 2nd , 3rd , 4th , 5th in addition to one 1.5KVA inverter at terrace RailTel. The FM Agency shall be obliged to enter into AMC with the OEM for above 08 inverters.

One iron gate has been provided with boundary wall for entrance to the premises. The contractor is required to maintain it in all respects including painting with approved paint and colour as and when required so as to look tidy all the time.

One automatic sliding frameless glazed door of 12 mm thick clear float toughened glass having 02 nos. fixed portions of size 1.70 m x 2.51 m and 01 No. of fixed portion size 0.60m x 2.51m, 02 nos. of sliding panels of 1.05 m x 2.51 m with sensor and one online UPS for automatic operation of the shutter leaf and air curtain has been provided. The FM Agency will maintain these in all respects.

03 nos. Rolling Shutters of 80 x 1.25 mm MS laths having 1.2 mm thick MS top cover, have been provided for Sub Station in Basement-2. The HK Agency will maintain these including doing enamel painting as and when required.

3.2.2 The contractor shall maintain and operate all electrical fixtures such as ceiling fans, pedestal fan, wall mounted fans, heavy duty exhaust fans, lighting fixtures (including replacement of luminaries, exhaust fans, fans as well as switches/ sockets of the same make as originally provided or as approval by officer-in-charge) etc. at all floors and basement, if any replacement is required contractor will replace the same at no extra cost to RailTel.

3.2.3 Through the rising mains, load bank panels distribute the power to various floor, various light and power circuits are connected through ELCB's and MCB's in distribution boards. However the scope of maintenance and operation under this contract starts from load bank including load bank (in shaft) at each floor inside the building.

3.3 Operation & Maintenance of internal water supply, Sanitation, Sewerage (Internal & External), Sensors, Water Coolers, RO Water purifiers, Hand Driers, Sump Pumps, Submersible pumps; maintenance of Rain Water Harvesting System etc.

3.3.1 Regular cleaning of the 03 Storage type 150 Ltr. Water Coolers, Voltas Tushar Make. The RO system which is fitted with each of the water coolers Kent brand with 50 liter water purification / hr. capacity. In addition, one RO system of Kent brand +, 15 liter / hr. capacity and five nos. water dispenser, three nos. coffee/tea vending machine, one coffee machine at ground floor canteen is also required to be cleaned every day and as and when required. The FM agency shall be obliged to enter into AMC for the above mentioned 3 RO with the OEM for the balance period of the contract at its cost.

Electric water heater, cooking heater, hot plate, wall clocks are to be maintained by FM agency. Battery for wall clock, remote of AC, TV etc also arranged & changed by the contractor at its cost.

Automatic 2300 Watt electricity operated Hand Drier Sensor, Wash Basin Sensor, Urinal Sensors have been provided in each toilet (Separately for ladies and gent's toilets) upkeep and maintenance of which is also covered under the scope of work. The FM Agency shall ensure all time functioning of water supply, sanitation fittings and pipe lines in the area.

3.3.2 Contractor shall keep functional all European WC water closets, Wash Basins, Urinals, Kitchen Sinks, Liquid Soap Dispensers, Hand Driers CP brass bib cocks, CP Brass angle valves, Gate valves, Return valves, concealed stop cocks, butterfly valves etc.

3.3.3 MCG water connection & water Tank-There is one water connection of 75mm dia GI pipe from main line to meter, beyond meter it is 100mm die GI pipe feeding water into an underground raw water tank of 1,10,000 liters capacity. From this tank water is pumped to overhead tank of 30,000 liters capacity at the terrace and water is used for toilets and domestic supply, fire fighting usage. In case of shortage of water, FM. Agency will arrange water from outside source as per requirement after taking approval of the Engineer-in-charge and feed to the underground water tank through point fixed near to the water meter. It must be assured that water is available in office premises. Cost of the water arranged/ brought from outside will be paid by RailTel.

Periodic cleaning (including chemical treatment) of underground water tank of 1,10,000 Liters capacity and over head water tanks at terrace of 30,000 liters capacity shall be carried out by the Contractor as per standard norms. However these tanks shall be functional, meeting all relevant parameters/requirement of water at all time during the entire contract period. The contractor is responsible for operation and maintenance of water supply lines, sewage lines etc. in addition to above tanks, one 6x6x1.5m waste water/rainwater underground tank is at the landing of ramp of Basement 1 and one sump 1x1x1m is at basement II. These tank/sump also required periodical cleaning and as and when required.

Contractor will operate and maintain 04 nos. 1.5 HP Crompton make submersible pumps 2 each at basement-2 and basement-1, 2 nos. 3 HP Crompton make submersible pumps fixed at Ground floor inside main water tank to lift water to overhead water tank. All these pumps are 3 phase 380-440 volts. He will also operate and maintain the Monoblock pump set in the basement for pumping out rainwater to the sever line. The FM agency shall be obliged to enter into AMC with the OEM towards maintenance of these equipments. The expenses for the same will be born by the FM agency.

3.3.4 Rain water harvesting system – The contractor will maintain Rain Water Harvesting System to the satisfaction of Officer-in-Charge. Rain water harvesting structures should be functional at all times and essentially before Monsoon season during currency of contract.

3.3.5 Pest Control & Fumigation.

Rendering pest control services as well as periodic fumigation in the office and Basement areas as per minimum frequency specified (Fortnightly and as & when required on week-ends). However, the frequency may have to be increased by the agency to keep the complex pest and insect free all the times i.e. Services would ensure that there is no entry or breeding of pests, rodents, vermin and insects, cockroaches, mosquitoes etc.

The scope also includes the removal of bee-nest carefully without damage/injury to RailTel property/personnel on any non-working day or as directed by Officer-in-charge.

3.4 Upkeep and maintenance of all furniture like almirah, workstations, Chairs, Filing Racks, Compactor, door closer, locks, partitions and Hardware fittings etc.

The scope of work shall include up keep and repair/ maintenance of all hardware fittings, fixture and furniture like chairs, tables, workstations , Almirah, cabinets, racks, partitions, flooring, blinds, doors, door closures, locks, handles, hinges, door stoppers and other fittings which are of Godrej /Hardwyn make etc. in all areas including sub-station room, and LT shaft. **In the event of any fitting or part requiring replacement, the same will be made available by RailTel. However, the Fm contractor will be responsible for fitting the same.** The items mentioned here are indicative only, in addition to these items, other items which are installed in cabins/Halls/ passages/staircases etc. of RailTel office complex come under the scope of the work. However, computers, printers, Servers, Telephone instruments and other accessories and similar other electronic items will not come under the scope of work of this contract.

4.0 Rectification Schedule

The contractor shall attend and rectify any defective item within the time limit set against different classification of rectification work as stipulated below:

a) Minor rectification works- within 3 hours of notification to the contractor by RailTel such as, but not limited to, repair/replacement of switches, sockets, plugs misc. electrical faults, misc. civil repair/rectification works including plumbing leaks and clogging, misc. mechanical fittings and fixtures, changing of small parts and repair parts etc.

b) Medium rectification works- within 6 hours of notification to the contractor by RailTel, such as, but not limited to, replacement of pipe lines small motors up to 15 HP, misc. civil repair/ plumbing replacement, glass door and window

repairs, replacement of certain non stocked spare parts not locally available in Gurgaon, etc.

c) Major rectification works/capital repair- within 48 hours of notification to the contractor by RailTel, such as, but not limited to, civil works requiring major replacements/repair works which require the justification for 48 hours work schedule.

However, in case of any doubt in classification of rectification work, contractor can give technical justification and ask for extra time for approval of Officer-in-charge who will have power to grant such extra time/change the classification of rectification work depending upon the correct technical justification and a reasonability of time scheduling for such extension/change of classification of a particular rectification work.

- 4.1 In case the contractor fails to rectify the defect(s) arisen on the part of the contractor after handing over assets installed in RailTel building within time limit mentioned above, RailTel reserve the right to get the defect(s) rectified at risk and cost of the contractor without further notice and will charge extra 20% on the actual expenditure incurred in house or outsource (material, manpower, machinery etc.).

NOTE-In exceptional cases, Officer-in-charge may consider extending the time limit mentioned above. The decision of Officer-in-charge shall be final and binding on the contractor in respect of category of rectification of defects. However, all complaints will be attended promptly and the time limit set for each category is the maximum permissible time limit.

- 4.2 Before the start of the contract, a snag list of the installations covered in the present scope of work shall be prepared jointly by successful bidder, RailTel and existing Contractor so as to complete the defect-rectification work well before the actual handing/ taking over of installation/assets. However, nothing shall be paid extra for preparation of snag list and preparation of snag list will not be considered as date of start. If required, the successful bidder shall take over the assets/installations with remark in case of defect if any, not rectified up to the handing over date but he is bound to take over at least from security point of view and to render maximum possible service from the assets/installations if safe from all angles. In case he is asked in writing to arrange rectification of any defect at the time of handing over of assets/installations, the cost of rectification shall be reimbursed to him on actual basis.

Note- Any damage to the installations during the currency of contract will be made good by the Contractor without extra cost to RailTel. Further,

Contractor would also indemnify RailTel for the damages caused due to negligence in imparting their services.

5.0 The following manpower shall be deployed for the above **spectrum of services** as per following minimum requirements (With 8 Hrs. per day/shift duty with suitable staggering of duty hours). However, in addition to these, manpower of any category or any nos. of additional manpower if required, to execute/complete the various works under the scope of work of this tender/ contract will be deployed by the contractor at no extra cost to RailTel

5.1 Minimum manpower required for providing housekeeping services as detailed in sub clauses of clause-3 above in the whole of the office complex:

Category	Min. Nos. Required	Minimum Qualification	Minimum nos. of years of experience in relevant field	Nature of experience
Facility Management Supervisor	01	Class 10 th pass	3 yrs	Over all supervision of FM services in a modern multi-storeyed building covering different services as listed out in the scope of work including Maintenance and upkeep of all civil / Electrical assets. The incumbent should also have experience of liaising with different civil/MCG authorities for obtaining necessary permits/ approvals etc.
Electrician	01	ITI (Electrical)	4 yrs	LT , Wiring, Lighting ,
Helper for Electrician/ Plumber	01	Possessing ability to read & write	2 yrs	Lighting etc.
Plumber cum STP operator	01	Possessing ability to read & write	4 yrs	Plumbing Work
Spider Man	01	Possessing	1 yrs	Façade Cleaning

		ability to read & write		
House keeping Helper	05 (04 males + 01 female)	Possessing ability to read & write	1-2 yrs	Housekeeping
Total Staff = 10 Nos.				

Note-

i) A Facility Management Supervisor will be required to be deputed on full time basis who should act as over all in-charge from contractor side responsible for complete gamut of Facility Management Services under this contract. He will be the nodal person with whom RailTel will deal for any issue arising in regards to Facility Management Services.

ii) Contractor shall maintain records of attendance and Officer-in-charge reserves the right to verify the presence of above manpower at any time of working hours.

5.2.1 The contractor is to maintain attendance register for all the staff deployed under this contract. In case of absence of any staff, if deployment/replacement of staff is not carried out by the contractor as per requirement in above table, such staff shall be taken as absent from the duty and recovery shall be made as per clause 20.4 of section-3 /condition of contract from the bills of the contractor on this account.

5.2.2 Before deployment of staff, their bio-data/credentials must be verified by the contractor and be produced along with all relevant certificates for the approval of RailTel. The Officer-in-charge reserves the right to verify these certificates from their original and their issuing authority. During execution of work, any change of staff shall be got approved from RailTel including the bio-data of new staff. The contractor will also be required to provide police verification of all staff before their deployment in RailTel. In case change of staff is made without approval of his bio-data from RailTel, such staff shall be taken as absent from the duty and no payment will be made by RailTel for his services.

5.2.3 The employees engaged by the Contractor will be borne on the pay roll of the Contractor. Such employees will not have any claim for retention / absorption against any post in RailTel Corporation.

6.1 During the period of deployment of the Contractors staff in RailTel Corporation, the liability for compliance of all Labour laws, Minimum wages Acts, Regulations will lie on the contractor.

6.2 To satisfy compliance of Labour Laws, the contractor should have proper license for deployment of manpower on contract basis, EPF and ESI registration etc. They should also have proper license for all the jobs mentioned above in para 3

6.3.1 At the end of contract the following action shall be taken:

- a. All equipment taken from RailTel for maintenance /operation during the contract period shall be handed over back to RailTel, in good working condition.
- b. Any equipment taken outside for repair from RailTel office complex shall be handed over in good working condition well before the end of contract
- c. Passes/Access card issued by RAILTEL to the contractor' employees, if any, shall be handed over to RAILTEL representative.
- d. In case any equipment is not handed over to RAILTEL in good working condition, then RAILTEL would get the same repaired/procured at the risk& cost of the contractor on its own from other sources. The cost incurred shall be deducted from the bill payment due to him/security deposit/performance guarantee.

6.3.2 All the employees of the contractor shall be in proper neat & clean uniform (including shoes) while on duty in RailTel office complex.

The shade/ colour and quality of the uniforms will be approved by RailTel. The uniforms shall be neat/clean/pressed. In case this directive for uniforms is not adhered to in respect of any employee, the Engineer-in-charge reserves the right to make recovery at the rates for the respective category of employee mentioned in clause-20.4/section-3 of tender documents. The decision of Engineer in charge in respect of recovery shall be final and binding on the contractor in this regard.

The employees of the contractor shall display their photo ID cards duly issued and signed by the contractor while on duty in RailTel.

6.3.3 The contractor is to maintain a store ledger for spare parts/consumables (usable & unusable), tools & plants, equipments deployed by them.

RAILTEL Officer-in-Charge or his nominated officer can carry out any surprise inspection, without any notice and deficiencies in service equipment, spares, manpower or any other position of contract pointed out in inspection register maintained by contractor or through other means shall be made good by contractor failing which risk & cost provisions for deficient service shall be invoked.

7.0 The Contractor should raise Bill in duplicate against the work done as per contract, by 10th of the month following the completion of work of one month.

The Bill should accompany the compliance documents in regard to the contributions for EPF, ESI, labour laws, etc.

8.0 FREQUENCY OF MAINTENANCE

8.1 The bidder shall carry out the following services at least at the frequency detailed below. The frequency may be increased depending on need, to ensure that the assets/equipments are well maintained all the time. The work will be carried out at suitable timings to ensure that RAILTEL staff at work are not disturbed.

Activity	Minimum Frequency	Preferred Timings (The specified timings are liable to be changed by RailTel)
<p>A. Housekeeping services:</p> <p>i) Cleaning / housekeeping of offices, reception area, pantry, conference rooms, utility rooms, cabins, compound, parking areas, boundary wall and outside pedestrian pathway etc.</p> <p>ii) Garbage and waste paper disposal including pantry garbage</p> <p>iii) Toilet cleaning</p> <p>iv) Cleaning of windows and external glazing</p> <p>v) Cleaning of space- ceiling/glass of Reception area.</p> <p>vi) Dry Cleaning and shampooing of upholstery of chairs, sofas, settee and vertical blinds etc.</p>	<p>Twice a day and as & when required</p> <p>Thrice a day</p> <p>Four times a day and as and when required</p> <p>Fortnightly and as & when required</p> <p>Weekly and as & when required</p> <p>Half Yearly and as & when required</p>	<p>0730-0930 hours 13.30- 14.00 hours</p> <p>0845 ,1330 1930 to 2030 hours</p> <p>0830,1130,1400, 1630 hours</p> <p>On week ends</p> <p>On week ends</p>

viii) Pest control	Quarterly and as & when required on week ends	! ! 8.45-20.00 hours ! or
ix) Fumigation	Weekly and as & when required	! On ! Saturday/holidays ! from 9.00-17.30 ! hours
B. Other services		
i) Sewage system/septic tank cleaning	Weakly and as and when required	
ii) Chemically cleaning of basement & over head water tanks.	Half Yearly and As & when required	
iii) Cleaning of basement sumps.	Half Yearly or as & when required	
iv) Water supply& plumbing	As and when required	
v) Servicing & cleaning of submersible pump, water pump and sump pump etc.	Yearly or as & when required.	
v) Rain Water Harvesting	Yearly before Monsoon season	
vi) Signages (Internal, external, fire exit, statutory)	Monthly	
vii) Water coolers, Filters, ovens & RO plants etc.	As per standard norms Through OEM	

Note-1: The date of servicing carried out and next due date of servicing in respect of above Building systems, Fire/security systems and other systems shall be neatly painted on assets in small fonts or indicated on tag/plate/attachment for effective monitoring as per direction of Engineer-in-charge.

2. The contractor is required to submit fortnightly report in approved format in respect of preventive services and regular services/repairs carried out for installation(s) to Officer-in-charge without extra cost to RAILTEL. In case

preventive services and regular services/repairs is not carried out for any of the installations in that particular fortnight as may not have fallen due, 'nil' report shall be submitted to Officer-in-charge.

3. The contractor shall maintain complaint register in approved format for receiving complaints from RAILTEL representatives/staff, log books for the installations and other records.

9.0 All materials like cleaning compounds, chemicals, consumables/spare parts for machinery, etc used by the contractor shall be of good quality/ renowned brands for all works connected with this contract. The quality/brand/specification of all consumables and Spares & parts of machines etc to be used by the contractor shall be as given below:

- For consumables for housekeeping- as per list of approved makes of consumables enclosed as Annexure –II.
- Remaining items – As approved by the Officer-in-charge before using them.

10.0 BID DOCUMENTS:

10.1 The bid documents on sale constitute two volumes as follows;

Vol. I

- | | |
|-----------|--|
| Section-1 | Instructions to Bidders & Scope of work |
| Section-2 | Pre-Qualifying criteria. |
| Section-3 | Conditions of Contract |
| Section-4 | Tender Drawings /Building Lay-out drawings |

Vol. II

- | | |
|-----------|---|
| Section-5 | Price Bid Document (Bill of Quantities) |
|-----------|---|

10.2 The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in case of any ambiguity or discrepancy, it shall take precedence in the order given below (including all corrigendum/addendum issued):

- a) Price Bid Document (Bill of Quantities)
- b) Pre-qualifying criteria
- c) Notice Inviting Tender and Instructions to bidders
- d) Conditions of Contract / Clauses of Contract
- e) Tender drawings/ Building layout drawings

10.3 Complete set of bid documents mentioned at para 10.1 can be obtained from **Manager (Admn)/ RAILTEL, Plot-143, Sector-44, Gurugram-122003** on any day before the last date of sale of tender document except on Saturday, Sunday or Public holiday (between 9.30 Hrs. to 17.00 Hrs.) on submission of a request letter along with a cost of tender document of Rs. 5,000/- +18%GST by way of P/O or D/D in favour of “**RailTel Corporation of India Ltd**”, payable at Gurgaon . The bid document will not be sent through post or courier. However, if tender is submitted by the bidder(s) through post or courier before the deadline, the same will be acceptable for opening at scheduled date/time of bid opening. Tender cost is non refundable. In case, tender documents are downloaded from RAILTEL web site, the bidders are required to submit above cost of tender documents in the form of Demand Draft, **issued not later than last date of sale of tender documents**, in favour of “**RailTel Corporation of India Ltd**”, payable at Gurugram, in the technical bid envelop. Downloaded tender documents not accompanied with DD of Rs.5000/- +18%GST will not be considered for evaluation.

In case, any modification/alteration etc. vis-a-vis the original tender document posted on the web site is noticed during the scrutiny of downloaded tender documents, the bid submitted by such a tenderer is liable to be rejected. Tender received after due date and time will not be accepted.

10.4 **Pre-Bid Meeting:-** Pre-Bid meeting shall be held at 11.00 hrs. on 15.12.17 in the office of Group General Manager/HRD., RAILTEL. The bidders are requested to go through the bid documents and bring to the notice of RAILTEL in writing before (preferably one week before) the date of pre-bid meeting, any discrepancy/ clarification/omissions etc. in bid documents. All such clarifications shall be discussed in the pre-bid meeting and conveyed in writing to the bidders. No claim or deviation whatsoever on this account shall be tenable. All such clarifications shall also be available on web site mentioned in NIT for down loading by the bidders. These clarifications shall form part of the Bid documents. The bidders are advised that they must see the RAILTEL web site up to one day before the deadline of bid submission for such clarifications if any.

11 DOCUMENTS COMPRISING THE BID

11.1 Bid will be submitted in two parts in two separate sealed covers as under:

Envelope #1 will contain the Pre-Qualifying criteria, related documents along with terms & conditions applicable and will be super scribed 'Pre-Qualifying Bid' and

name of work. Envelope# 2 will contain the price bid and shall be super scribed 'Price Bid' and name of work. Both the envelopes will be sealed separately and enclosed in the bigger envelope duly sealed and super scribed by the name of work, bid number and 'not to be opened before 26.12.17 at 1530 hrs (date and time of bid opening as specified in the Notice inviting tender i.e. NIT).

11.2 Pre-Qualifying (Capability) bid – Envelope # 1 shall comprise of;

- i) A Technical offer listing each item of work which the bidder will perform, as given in "Spectrum of services". Against each item, the bidder will give a brief description of the methodology he will adopt for doing the work and the number of persons and equipments proposed to be deployed by him. The bidder must quote for providing all the services listed in the "Spectrum of services".
- ii) Earnest money deposit of Rs. 1,16000.00(Rs. one Lakh Sixteen Thousand only) in the form of a demand draft/pay order in favour of "RailTel Corporation of India Ltd.", payable at Gurgaon, from a scheduled bank.
- iii) Original Bid documents duly signed and rubber stamped on all pages by the bidder.
- iv) Written Power of Attorney on stamp paper of appropriated value in favour of person signing the tender documents from authorized signatory of the company.
- v) Copies of affidavit for sole Proprietorship/ Partnership deed/ Memorandum and article of Association along with the details pertaining to place of registration, principal place of business of the firm etc.
- vi) Attested copy of PAN no. allotted by competent authority.
- vii) Attested Copy of Service tax registration certificate.
- viii) Attested Copy of ISO certificate.
- ix) Documents in support of financial stability of the firm like attested copies of audited balance sheets, profit & loss account statement etc. for the last 3 financial years i.e. 2012-13, 2013-14 and 2015-16
- x) Duly completed Covering Letter as per Proforma – 1 of section 2 (Prequalifying Criteria).
- xi) Duly completed Letter of unconditional acceptance as per Proforma – 2 of section 2 (Prequalifying Criteria).
- xii) List of similar works completed during last 3 years as per Proforma – 3 of section 2
- xiii) Duly completed Certificate confirming the availability of supervisory staff/ manpower as per Proforma – 4 of section 2
- xiv) Duly completed Certificate confirming the availability of machinery and equipment as per Proforma – 5 of section 2
- xv) Duly completed Proforma for submission of past Contractual Performance as per Proforma – 6 of section 2**
- xvi) Certificate of satisfactory performance issued by the organisation(s) where Facility Management services provided as per Proforma- 7.
- xvii) Demand draft for a value of Rs.5900/- (including GST) towards the cost of tender document (in case Tender document downloaded from website).
- xviii) Certified copy of registration for EPF

xix) Certified copy of registration for ESI

Note-1. RAILTEL reserves the right to cross check any of the relevant document(s)/ information directly with the issuing authority /authorities at any stage. In case of submission of fraudulent document/ suppression of information or wrong information by the bidder, or at any stage, it is found that bidder has secured the contract through fraudulent means/ documents/ information, his bid is liable to be rejected and his performance guarantee submitted to RAILTEL shall be forfeited/confiscated and further action shall be taken by RAILTEL as deemed fit.

Note-2. All the pages of each document submitted by the bidder shall be signed & stamped by him in original.

11.3 Price bid – Envelope # 2;

Only qualified price bids shall be opened on the date and time fixed for opening of Price-Bid and intimated to the bidders who meet the pre-qualifying criteria. The tenderers whose Technical bids have not been found acceptable will be advised about this fact and asked to take back the earnest money and the unopened Financial bid.

The price bid should contain the following:-

- i) Price bid shall contain the item rates duly filled in words and figures in Bill of Quantities (BOQ)/section-5 of tender documents i.e. Annexure -A with indicating total of all items.
- ii) The rates shall be filled only on the original BOQ format issued to the bidder (Vol. II), duly signed on all pages. Corrections shall be avoided, however if there are certain corrections, all corrections must be duly signed by the bidder in original.
- iii) Every page of the priced bid document will be signed and stamped by the bidder.
- iv) Rebate, if offered, shall be shown separately below the total of BOQ items. No conditional rebate will be acceptable. Failure to follow this procedure will render the bid liable for rejection.
- v) The bidder must quote for all the items listed in the “Spectrum of services” in para -3 from 3.1 to 3.4. RAILTEL may award all or part of the work to one party as elaborated elsewhere in the tender document.

Envelope # 2 shall include only price offer. No other terms or condition shall be included in this envelope. The price bid with any condition including conditional rebate shall be rejected

Bids will be received in sealed envelope(s) only & must be either delivered by hand or posted at the following address so as to reach not later than the last date/time specified in the NIT to Dy. General Manager/P&A, RAILTEL, Plot-143, Sector-44, Gurgaon. The name and mailing address of the Applicant (bidder) shall be clearly marked on the envelopes. Bids received late i.e. after the due date and timing shall not be accepted/considered for evaluation and such bids shall be returned unopened.

12 EARNEST MONEY DEPOSIT (EMD)

- 12.1 The Bidders are required to deposit the EMD by way of Demand Draft in favour of RailTel Corporation of India Ltd, payable at Gurgaon for Rs.116000.00(Rs. one Lakh sixteen Thousand only) in the prescribed manner for the subject work.
- 12.2 EMD in any other form shall not be accepted.
- 12.3 RAILTEL shall summarily reject any bid not accompanied by the EMD as mentioned above.
- 12.4 After evaluation of financial bids, the EMD of unsuccessful bidders will be returned.
- 12.5 The EMD of the successful bidder will be retained as part of the security deposit in accordance with clause 1.0 of Conditions of Contract.
- 12.6 The EMD of the bidder whose Technical bid is found not acceptable, will be returned after the scrutiny of Technical bid has been completed.
- 12.7 No interest shall be paid on the EMD.

13.0 VALIDITY OF BID

- 13.1 Bids shall remain valid and open for acceptance for a period of four months from the date of opening of Technical Bid. Should the bidder fail to keep the bid open for acceptance as stated above or if the bidder withdraws his bid before the expiry of the said period or makes any modification in terms and conditions of the bid which are not acceptable then RAILTEL, without prejudice to any other right or remedy, shall be at liberty to forfeit his EMD absolutely.
- 13.2 In exceptional circumstances, prior to expiry of the original validity period, RAILTEL may request the bidders for an extension in the period of validity by specific number of days as may be required. The request and the responses thereto shall be made in writing or by cable or fax. A bidder may refuse the request without forfeiting his EMD. A bidder agreeing to the request will neither be required nor be permitted to modify his bid but will be required to extend the validity of his offer correspondingly.

14.0 SITE VISIT

- 14.1 The bidders are advised to visit and inspect the site of works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into the Contract. The costs of any such visits/ site inspections shall be entirely at the bidders' own expense. The bidders are requested to satisfy themselves regarding the availability of water, requirement of electricity, nature and location of work, the configuration of the ground, the type, quality and quantity of the materials, the type of equipment and facilities needed preliminary to and during the progress of the services. They should also assess the law and order situation, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the services under contract. The contractor will be fully responsible for the financial effect of any or all the above factors in his rates including also the factors like age of machines, types of AMC, Working Environment, furniture, equipments etc. installed in RAILTEL. No compensation will be given on account of ignorance of any of the factors during execution of the works.
- 14.2 The bidder and any of his personnel or agents will be granted permission by the RAILTEL to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his personnel and agents will release and indemnify the RAILTEL and its personnel and agents from and against all liabilities in respect thereof. The bidder will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused which but for the exercise of such permission would not have arisen.
- 14.3 Before submitting a bid, the Bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the bid forms are adequate and all inclusive for the completion of work to the entire satisfaction of RAILTEL.

15.0 RATES AND PRICES

- 15.1 The bidders shall quote their rates for all items described in the Bill of Quantities. Items against which no rate or price is entered by the bidder will not be paid by the RAILTEL when executed and shall be deemed to be covered by the other rates and/or prices quoted in the bill of Quantities. Item wise breakup of taxes is to be shown clearly.

- 15.2 The bidder should quote their rates in figures as well as in words. In case of discrepancies between the unit rates quoted in figures and in words, the unit rates quoted in words shall prevail.
- 15.3 The amount for each item should be worked out and the requisite totals given. In case of discrepancy between the unit rate and the total amount derived from multiplication of unit rate and the quantity, the unit rate as quoted will govern and the total amount will be corrected.
- 15.4 The bidders are not required to quote their rates against items for which no quantity is mentioned. In case the rates against such items are quoted, these rates will be ignored during the evaluation of the bids and will also not be used during the execution of the work.
- 15.5 The bidders are not permitted to quote their rates in units other than the units mentioned in the bid documents against the individual items. In case the rates are quoted in units other than the units mentioned in the bid documents, the units mentioned by the bidder shall be ignored and the units mentioned in the bid documents will be deemed to apply for evaluation of the bid as well as the execution of the item.
- 15.6 The rates shall be quoted only on the proper form of the bid and each page of the Bill of Quantities shall be signed. Any cutting or over-writing shall be authenticated by original signature and stamp.
- 15.7 While quoting the rates in the Bill of Quantities the word 'only' should be written closely following the amount and it should not be written in the next line. No gap should be left. Space if any left after writing word 'only' shall be struck out.
- 15.8 Tendered rates must be inclusive of all taxes, duties and levies (excluding service tax), payable under the respective statutes. Applicable Service tax shall be paid in first running bill and subsequent running bills shall be entertained only after producing proof of payment of service tax to the concerned authority for the previous month already paid to the contractor. However, pursuant to the Constitution (Forty six Amendment) Act, 1982, if any new tax or increase/decrease in tax(except service tax) or levy is imposed by the statute, after the date of receipt of tenders, and the contractors thereupon necessarily and properly pay such taxes/levies the contractor shall be reimbursed the amount so paid on production of proof of payment, provided such payment, if any is not in the opinion of RAILTEL (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor. RAILTEL will have no liability whatsoever on any account to pay any taxes,

levies, duties etc. levied by Central / State Govt. pertaining to execution of the work.

- 15.9 The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, material and other inputs involved in the execution of the item.
- 15.10 The rates quoted by the bidders shall be fixed. No compensation on any account shall be paid to the contractors e.g. due to delay in handing over the site, interruption in the work due to any reason (other than those occurring due to war-like situations), reduction in quantities and/or reduction in scope of work.
- 15.11 Under Section 194-C of the income Tax Act, 1961 deduction of Income Tax will be made for sums paid for carrying out the work under this contract as per the prevailing rate.
- 15.12 The Bidder(s) shall not increase his/their rate/s in case of negotiation, Negotiations shall not amount to cancellation or withdrawal of original offer and in case negotiations fail, rates originally quoted will be binding on the bidder(s).
- 15.13 The bidder(s) shall submit an analysis of rates if called upon to do so.
- 15.14 The RailTel is not bound to accept the lowest or any offer and reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.

16.0 SUBMISSION AND OPENING OF BIDS.

- 16.1 Bids complete in all respects shall be received in the office of Jt. General Manager/P&A, RailTel, Plot-143, Sector-44, Gurugram, up to the date and time mentioned in the NIT.
- 16.2 No bid shall be accepted unless it is properly sealed.
- 16.3 Bid Box for the work shall be sealed at the time fixed in NIT on the last date of receipt and no bid shall be accepted afterwards. The bids that have not been submitted up to or before the stipulated time and date of receipt shall not be considered and therefore deemed to be rejected. Such bids shall be returned to the bidder un-opened.
- 16.4 Opening of bids: The technical bid (Envelope no. 1) containing pre-qualification criteria will be opened at time and date mentioned in the NIT in the office of Jt. General Manager/P&A, RailTel, Plot-143, Sector-44, Gurgaon in the presence of bidders or their authorized representatives who choose to be present. Tenderers whose Technical bids are not found acceptable will be advised of the same indicating the dates when they can attend the office of GGM/HRD to collect their Earnest money document and Financial bid which will be returned unopened.

Tenderers, whose Technical bids are found acceptable, will be separately advised the date and time when the financial bid will be opened and the place where they will be opened.

17.0 PROCESS TO BE CONFIDENTIAL

- 17.1 After the public opening of bids, the information relating to the examination clarifications, evaluation and comparison of bidders and recommendations concerning the award of contract shall not be disclosed to the bidders or any other persons concerned with such process until the award of the contract to the successful bidder has been announced and accepted by the successful bidder.
- 17.2 Any effort by a bidder to influence RAILTEL personnel or representatives on matters related to the bid under study in the process of examination, clarification, evaluation and comparison of bids and in decisions concerning award of contract, may result in the rejection of his bid.
- 17.3 If a bidder expires after the submission of his bid or after the acceptance of his bid, RAILTEL shall deem such bid as cancelled. If a partner of a firm expires after the submission of their bid or after the acceptance of their bid, the RAILTEL shall deem such bid as cancelled, unless the firm retains its character.

18.0 AWARD OF CONTRACT

- 18.1 Bidders must quote taking into consideration all the services listed in the "Spectrum of services" (please see clause -3 of this section). RAILTEL reserves the right of accepting the whole or any part of bid or split up the work amongst more than bidder without assigning any reason whatsoever and the bidder (s) shall be bound to perform the same at the rates quoted.
- 18.2 Prior to the expiry of the period of Bid validity prescribed by RAILTEL, the RAILTEL will notify the successful bidder by post/courier or Fax, to be confirmed in writing that his bid has been accepted. This letter hereinafter called the Letter of Acceptance/Letter of Award shall constitute a binding contract.
- 18.3 On acceptance of the bid, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated by the bidder to the Engineer-in-charge.
- 18.4 The bidder whose bid is accepted shall be required to submit non-judicial stamp papers of appropriate value (without extra cost to RAILTEL) in his name for payment of stamp duty as per the provision of Indian Stamp Act within 7 days of the date of issue of Letter of Acceptance/Letter of Award and shall be required

to appear at the office of the RAILTEL in person, or through a duly authorized representative to execute the contract documents/agreement within 15 days after receipt of the notice for signing the Contract Agreement (Annexure-III). Failure to do so shall constitute a Breach of the agreement effected by the acceptance of the tender in which case the Earnest Money accompanying the tender shall be forfeited by the RAILTEL as liquidated damages for such default.

Even in case the bid of a tenderer who has down loaded the document from web sites is accepted, the contract shall be executed in the original/manual tender document issued by RAILTEL.

- 18.5 In the event of any bidder whose bid is accepted shall refuse to execute the contract agreement, the RAILTEL may determine that such bidder has abandoned the contract and there upon his bid and the acceptance thereof shall be null and void and the RAILTEL shall be entitled to forfeit the earnest money as liquidated damages for such default.
- 18.6 The successful bidder will mobilize and commence the assigned work within the period specified under clause- 2.1 of Section-1 of Vol.-1 of the tender documents.

19.0 COURT'S JURISDICTION

- 19.1 Any suit or application, arising out of any dispute or difference on account of this bid or any matter in relation to the Award of the contract or for the enforcement of Arbitration clause under the Contract, shall be filed in a Competent Court at Gurgaon only and no other court of any other District of the country shall have any jurisdiction in the matter.

20.0 SECRECY OF CONTRACT DOCUMENTS

- 20.1 The Contract is confidential and must be strictly confined to the Contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers if necessary) and for the purpose of the contract.

21.0 GENERAL

- 21.1 The contractor's operations and proceeding in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the contractors shall further observe and comply with the bye laws and regulations of the Government of India and State Government and of Municipal and other authorities having jurisdiction over area involved in connection with the works or site and over operations such as those as carried out by the contractor(s) and

shall give all notices required by such bye-laws and regulations. The contractor/contractors and his/their workmen shall also comply with the hospital and medical regulations in force for the time being.

- 21.2 No engineer of Gazetted rank or other Gazetted Officer employed in Engineering or administrative duties in any Department of the Government of India is allowed to work as a contractor for a period of two years immediately after his retirement from Government service without the previous permission of the Government of India. This contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 21.3 Should a contractor have a near relative employed in Managerial capacity in RAILTEL or in the case of partnership firm or company incorporated under the Indian Company Law, should a partner or relative of the partner or a shareholder be employed in responsible capacity in the RAILTEL, the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender may be rejected. If such fact is suppressed at the time of tendering and comes to light at any time after the acceptance of tender, the contract may be rescinded.

NOTE-1: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grand children, brothers and sisters.

NOTE-2: The contractor is required to co-ordinate and co-operate with the other contractors working in the complex for overall smooth functioning of services required in the complex.

22.0 DEVIATIONS:

- 22.1 RAILTEL will entertain no technical or commercial deviations. In case the bidder notes any ambiguity in the bid documents, it shall be clarified during the pre-bid meeting. In case any condition is put forth by the bidder such bids are liable to be rejected.

A categorical confirmation in the form of a certificate as per Proforma – 2 of Section – 2 of Volume -I will be furnished by the bidder in this respect.

23.0 EVALUATION OF BIDS:

- 23.1 RAILTEL will determine the substantial responsiveness of each bid with reference to bid terms and conditions. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the bid

documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning following as applicable to this contract will be deemed to be material deviation;

- i. Earnest Money Deposit (EMD)
- ii. Taxes & duties
- iii. Payment terms
- iv. Commencement of work
- v. Security deposit
- vi. Liquidated Damages
- vii. Validity of Bid
- viii. Pre-qualification requirement/criteria
- ix. Spectrum of Services
- x. Frequency of Maintenance

23.2 RAILTEL's determination of bidder's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it would be liable to be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity. All decisions by RAILTEL on the evaluation of bids will be final and binding on the Bidders and are not subject to any scrutiny.

FORM OF AGREEMENT

(To be executed on non judicial stamp paper of Rs.100/-)

Agreement No. _____ Dated _____

THIS AGREEMENT is made on _____ day of _____ (month), _____(year) between RAILTEL .., a Govt. of India Enterprise and a Company registered under Indian Companies Act, 1956 having its registered office at 10th Floor, Bank of Baroda Building, 16, Parliament Street, New Delhi-110001 and its Corporate Office at Plot-143, sector-44, Gurgaon representing through Managing Director, RAILTEL Limited, hereinafter called the Company (which expression shall, wherever the context so demands or requires, includes their successors in office and assigns) on the one part and M/s. _____ hereinafter called the Contractor (which expression shall wherever the context so demands or requires, include his/their successors and assigns) on the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (brief description of the work)..... and has by Letter of Acceptance dated _____ accepted the tender submitted by the contractor for the execution, completion and maintenance of such works at a total contract price of Rs. _____ (Rupees _____ only).

Now THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents in conjunction with Addendum/ Corrigendum to Bid Documents shall be deemed to form and be read and construed as part of the agreement viz:
 - a. This Form of Agreement
 - b. The Letter of Acceptance dated _____
 - c. Price Schedule/ Bill of Quantities (Vol.-II)
 - d. Amendments to Tender Documents
 - e. Prequalifying Criteria (Section-2/Vol-I)
 - f. Notice Inviting Tender and Instructions to bidders (Section-1/Vol-I)
 - g. Conditions of Contract / Clauses of Contract (Section-3/Vol-I)
 - h. Building Layout Drawings (Section-4/Vol-I)

3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies, shall take precedence in the order set out above.
4. In consideration of the payment to be made by the company to the contractor as hereinafter mentioned, the contractor hereby covenants with the company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The company thereby covenants to pay to the contractor in consideration of the execution, completion and maintenance of the works at contract price at the time and in the manner prescribed by the contract.

In WITNESS whereof the parties hereto have caused their respective common seals to be hereinto affixed (or have herewith set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED BY

M/S. _____ (for contractor) _____ (for RAILTEL)

In the capacity of _____

In the capacity of _____

On behalf of :
Contractor

On behalf of
RAILTEL

In the presence of

In the presence of

1. _____

1. _____

2. _____

2. _____

LIST OF APPROVED MAKES/CONSUMABLES FOR HOUSE KEEPING

(See clause- 9.0 of Section-1 of Vol.-I of Tender Documents)

S.No.	Description	Approved make
1.	Liquid Soap	Kimberley Clarke
2.	Naphthalene Balls for urinals	Bengal Chemical/Trishul
3.	Phenyle	Bengal Chemical/Trishul
4.	Toilet freshener	Odonil / Godrej
5.	Floor cleaning detergent	Lizol / Domex / Teepol
6.	Toilet cleaner	Harpik / Sani fresh
7.	Glass cleaner	Colin / Hycolin
8.	Urinal cubes	Trishul / Sumo
9.	Toilet paper roll	Kleenex / Wintex / Kimberley Clarke
10.	Detergent for wash basins	Vim / Nip
11.	Repellent	Hit / Baygon / Finit
12.	Brass Cleaner	Brasso
13.	Room freshener	Premier (Park Avenue / Rose)
14.	Floor polish	Mension / Floora
15.	Rodent Control	Rodent Bait (Recumin)
16.	General disinfection	Prophylactic spray using solfac/gel, K'Othrine flow, Blattanex (all Bayer India Make)
17.	Mosquito killer	King fog(Bayer India Make)
18.	M-Fold paper	Kimberly-Clark

Note: 1. Any other item not specifically mentioned would be got approved by Engineer-in-charge before usage.

Note: 2. Above makes have been specified in their order of priority. However Engineer-in-charge reserves the right to select any make in the list against any item.

List of general consumables/material used in Housekeeping

Sno	Description of Materials	Qty	Unit	Qty. required for one month
1	Kapoor Gole		Kgs	2
2	Vim Powder		Kgs	2
3	Scotch Brite		Pcs	24
4	Toilet Roll		Pcs	48
5	Odonil(50grm)		Pcs	20
6	Hit Spry (black & red)		Pcs	16
7	Dust Pan		Pcs	3
8	Glass Cleaning Duster		Pcs	20
9	Yellow Duster		Pcs	30
10	Big Paucha		Pcs	24
11	Plastic Bucket		Pcs	3
12	Plastic Hand Brush		Pcs	5
13	Room Freshner Spry		Pcs	40
14	Goldy Jala Brush		Pcs	3
15	Hard Broom		Pcs	7
16	Soft Broom		Pcs	12
17	Wipers big size		Pcs	12
18	Dust Control Mop		Pcs	4
19	Carpet Brush		Pcs	2
20	Nirma Powder		kg	3
21	Colin GC(500ML)		Pcs	15
22	Harpik TC(500ML)		Pcs	22
23	Floor cleaner	5ltr.	Can	2
24	Phynil white(5 ltrs)	5ltr.	Can	3
25	Fame Hand Wash	5ltr	can	2
26	Toilet Brush		Pcs	10
27	Acid	5ltr.	Can	4
28	Broom Battan		Pcs	6
29	C-Fold Towel		pkt.	250
30	Garbage Bags (big 5kg & medium 10kg)		Kgs	15
31	D-7	5ltr.	Can	1
32	R-2	5ltr.	Can	3
33	Bleaching Powder	1kgt	Pkt	1
34	Thinner	2ltr	Can	1
35	Urinal Cubes	100gr	pkt	30
36	Toilet Brush		Pcs	6
37	Lizol	500ml	Botl	24
38	Dettol liquid 900ml		Botl	15

SECTION – 2
(Prequalifying Requirements)

SECTION – 2

PRE – QUALIFYING CRITERIA

All the information requested for pre-qualification shall be provided by the bidding firm. Failure to provide information, which is essential to evaluate the bidder's qualification, or to provide timely clarification or substantiation of the information supplied may result in disqualification of the bidder.

Pre-qualification will be based on meeting all the following minimum criteria regarding the bidder's general and special experience, personnel, equipment and financial capabilities, as demonstrated by the bidder's responses in the forms attached:-

a) Annual Turnover:

The bidder should have received a total contract amount of Rs. 5 Crores during the last 3 financial years. Tenderer should submit attested copies of auditor's report along with balance sheet and Profit & loss statement for the relevant financial year(s) in which the minimum criterion is met. Provisional audited balance sheet/certified statement shall not be acceptable.

*Notes :

- i. The financial turnover will be taken as given under the head "Income" in audited Profit and Loss Account and will exclude non-recurring income, income from other sources and stock. It is clarified that the financial turnover means relevant revenue as recorded in the income side of Profit and Loss Account. It does not mean Profit.
- ii. Closing stocks in whatsoever manner should not form part of turnover.
- iii. The bidder should furnish Annual Financial Turnover for each of the last 3 financial years in tabular form and give reference of the document (with page no.) relied upon in support of meeting the Qualification Criteria.
- iv. The tenderer should submit self attested copy of Auditor's Report along with Balance Sheet and Profit and Loss Statement along with Schedules for the relevant financial year(s) in which the minimum criterion is met. Provisional audit reports or certified statements may not be accepted.

b) Work Experience:

The bidder should have satisfactorily completed from start to finish in his own name at least one single work of similar nature of value Rs. 36,10,495.00 in the last three financial years prior to the date of submission of bids. Work of similar nature and complexity means – “Work of providing Facility Management Services for a period of at least one year for a multi-storied modern office building covering built up area of minimum 5600 sq mts and involving the following activities:-

- i. Providing Housekeeping services, Cleaning & Maintenance of building including façade, boundary wall etc.
- ii. Operation & Maintenance of Internal and External Luminaries, fans, sliding gate & external façade signage/logo, Inverter, Solar powered electric systems.
- iii. Maintenance & operation of internal water supply, sanitation, sewerage (internal & external), sensors, water coolers and RO water purifiers and hand dryers, Maintenance & operation of water supply.

Only such works will be considered which are 100% completed in all respects. The work(s) which is/are not similar as per above requirements shall not be considered for evaluation of bid. The works or part work(s) at different sites concurrently completed by bidder shall also not be considered for evaluation of bid.

The bidder should submit the details of such completed works as per the format at Proforma-3 enclosed. In support of having completed these works, the bidder should submit copies of experience certificates issued by the owner of companies/ Head of the organization (or its authorized person) where Facility Management services provided by the bidder, indicating the name of work and the description of work done by the bidder, value of the contract executed by the bidder, date of start, date of completion (contractual & actual extensions if any), value of the material supplied by the client, in the proforma-7 given under this Section. The value of the work should be exclusive of the value of free supply items such as HSD, Electricity, Water etc.

d) Field Personnel:

The bidders must confirm the availability of the minimum supervisory staff/ manpower with them as per clause-5.0 under **Instructions to Bidders** of

Section-I, ready for deployment for carrying out the works required under this contract:

To this effect, the bidder will submit a certificate as per format at Proforma 5 enclosed.

e) Plant and Machinery:

The bidders are required to confirm the availability and deployment at site of the following minimum machinery and equipment.

1. Scrubbing Machine-2 Nos.
2. Vacuum cleaning machines-1 No.
3. Floor Sweeping Machine-02 Nos.
4. 500V megger and 1000V earth megger- 1 Nos.
5. Anemometer-1 No.
6. Water testing kit- 1 No.
7. Necessary tools and equipments including 4,6,12 feet ladders, garbage trolleys-2 nos., etc. for cleaning and maintenance of the exteriors and interiors of the office complex.

To this effect, the bidder will submit a certificate as per the format at Proforma-6 enclosed.

f) General:

Even though the bidders meet the above qualifying criteria, they are subject to disqualification if they are found to:

- a. Have made misleading or false representation in the forms, statements and attachments in proof of the qualification requirements and/ or;
- b. Have performed poorly elsewhere such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc and /or
- c. Have been blacklisted or business banned by any Central/State Govt. Department/ Public Sector Undertakings or any Enterprises of Central/ State Govt and/or.
- d. Have submitted incomplete/ inadequate supporting documents or not furnished all the relevant details as per the prescribed format and/or

- e. Have suppressed any material information/ fact(s) relevant to this bid and/or have submitted fraudulent document/ information at any stage of tender / during execution of contract

A declaration to this effect should be submitted as per format given in Proforma-6 enclosed.

Letter of submission of Bid

From: _____

To,
RAILTEL-----

Subject:

Reference: Bid No.

Sir,

1. Having examined the drawings, Conditions of Contract, Specifications, Bill of Quantities etc. incorporated in the bid documents for the execution of above work and having visited and examined the site of said works, I/we the undersigned, offer to execute the said works in conformity with the said drawings, conditions of contract, specifications, bill of quantities etc. for the sum as indicated in the Bill of Quantities or such sum as may be ascertained in accordance with the said conditions.
2. Should this tender be accepted I/we undertake to commence the work within the period as per date specified in the Letter of award(as per clause-2.1/Section-1 of tender documents) for the said work and further undertake to perform whole of the work comprised in the contract for a period of 24 months. I/we agree to abide by this tender for a period of 4 months from the date of opening of Bid or such extended period as may be mutually agreed as prescribed in Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.
3. A sum of Rs. ----- (Rs. -----
only)towards earnest money deposit in the form of demand draft/ Pay order bearing no.:drawn on -----
-----dated----- in terms of the Instruction to Bidders is enclosed.
4. Unless and until an agreement is prepared and executed, this bid, together with RAILTEL written acceptance thereof, shall constitute a binding contract between us.
5. We understand that RAILTEL is not bound to accept the lowest or any bid RAILTEL may receive.
6. Name of the partner/ representative of the firm authorized to sign:
7.
 - a) _____
 - b) _____

or

Name of persons having power of attorney to sign the contract (certified true copy of the Power of attorney should be attached)

Yours faithfully,

Signature of the Bidder

Permanent address _____

Local Address _____

Note: The contractor is to fill up the blanks in above form before signing & submitting the bid.

8. This application is made in the full understanding that:
- (a) bids by pre-qualified bidders will be subject to verification of all information submitted for pre-qualification at the time of bidding.
 - (b) RAILTEL reserve the right to :
 - i) amend the scope and value of any contracts bid under this work.
 - ii) reject or accept any bid, cancel the pre-qualification process and/or bidding process, and reject all the bids and

RAILTEL shall not be liable for any such action and shall be under no obligation to inform the bidder of the grounds for the 7(b) above

Signature of Authorised Representative of the bidder

Bidder's Stamp

Letter for Unconditional acceptance of Bid Conditions

No.
Dated

RAILTEL .
Plot-143, Sector-44
Gurugram-122001

Dear Sir,

Sub:- Unconditional Acceptance of Bid Conditions

1. I have read and examined all the conditions in the bid documents for the subject work and we hereby unconditionally accept the bid conditions entirely for the said work.
2. I/we hereby submit our Bid and undertake to keep it valid for a period of four months from the date of opening of Bid.
3. I/we undertake to execute the above items strictly in accordance with the requirements and particulars/ Specifications stipulated in the Bid documents.
4. I/we hereby further undertake that during the said period:
 - 4.1 I/we shall not vary/alter or revoke my/our bid during the validity period of Bid.
 - 4.2 I/we have quoted for the complete scope of the said work.
 - 4.3 I/we undertake to abide by the terms and conditions as stipulated in RAILTEL bid documents and as amended thereafter.
5. I/we have not enclosed any condition/ deviation to conditions of Bid documents in the Envelope # 2 containing Price bid.
6. I/we agree that in case of any condition is found to be quoted by us in the Price Bid (Envelope # 2), my/our bid will be rejected and my earnest money deposit is liable to be forfeited.

7. This undertaking is in consideration of RAILTEL agreeing to open my bid, considering and evaluating the same for the purpose of award of work in terms of provisions of Bid documents.

I/we submit earnest money deposit of Rs. ----- (Rs. -----
-----only) through Bank Demand Draft/ Pay Order No. _____ dated
_____ issued by _____ (Name of the Bank).

Signature alongwith seal of the company of the signatory duly authorized to sign the Bid on behalf of the firm)

Signature of Authorised Representative of the bidder

Date

Bidder's Stamp

Witness:

Signature _____

Date _____

Name and address & Telephone No. _____.

Proforma - 3

List of similar works completed during last 3 years

S. No.	Client's name, Address & contact no.	Name of work	Bidder's								Reference to Supporting Documents Submitted by bidder
			Scope of work	Agreement/ Letter of Award No.	Contract Value (Rs. In lacs)		Location	Date of start	Date of completion		
					Award-ed	Actual			As per LOA	Actual	
1	2	3	4	5	6	7	8	9	10	11	12

Note-1: The bidder shall produce an attested copy of the LOA and the referred completion certificate from the owner companies/ organizations where Facility Management services provided, indicating name of work, description of work done by the bidder, date of start, date of completion(contractual & actual including extensions if any), value of material supplied free of cost by the client. When the owner company is private one, the certificate from the company must be supported by TDS certificate issued by the company. Bidder should be in a position to produce the original certificate, if required.

Note-2: RAILTEL reserve the right to cross check the certificate(s) directly with the issuing authority /authorities/clients or any other firm/ party.

Note-3: Information must be furnished on only works carried out by the bidder in his firm's own name. Works carried out as a partner in joint venture shall not be included in this Performa.

Note-4: The bidder shall page number the documents submitted by him against Pre-qualification requirements/Criteria and such reference number of relevant completion certificate(s) against completed work(s) if any shall be indicated under Column.no.12 of above table.

Signature of Authorised Representative of the bidder

Bidder's Stamp

Certificate confirming the availability of supervisory and other staff/ manpower

This is to certify that I/we shall deploy the following essential supervisory and other staff/manpower as specified in the tender, if I/we am/are awarded the work of "Providing Facility Management Services for RAILTEL Office Complex, Plot-143, Sector-44, Gurugram-122001". I/We agree that the supervisory staff/manpower indicated below is the minimum and essential for the project execution and in addition to these, any other supervisory staff/manpower necessary to complete the work successfully and in time, shall also be deployed by me/us without extra cost to RAILTEL.

Position/ category of manpower	Name	Qualification	Years of experience (General)	Years of experience in proposed position	Reference to Proof in Support of Claim
1	2	3	4	5	6

Signature of Authorised Representative of the bidder

Bidder's Stamp

Certificate confirming the availability of machinery and equipment

This is to certify that I/We shall deploy the essential machinery and equipment as specified in the tender as per details indicated below, if I/we am/are awarded the work "Providing Facility Management Services for RAILTEL Office Complex, Plot-143, Sector-44, Gurugram-122001". I/We agree that the equipment indicated below is the minimum and essential for the work execution and in addition to these, all other machinery and equipments necessary to complete the work successfully and in time, shall also be deployed by me/us.

Item of equipment	Make and Age (years)	Condition (New, Good, Poor, Not available)	Owned/ Leased (from whom?)/ To be purchased (From whom?)	Reference to Proof in Support of Claim
1	2	3	4	5

Signature of Authorised Representative of the bidder

Bidder's Stamp

**Proforma for submission of past Contractual Performance/Declaration
by the bidder**

**(Affidavit on non-judicial stamp paper of appropriate value duly attested by
Notary/Magistrate)**

This is to certify that we, M/s _____, in
submission of this offer confirm that:

1. We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
2. We do not have records of poor Performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
3. Our Business has never been banned by any Central/State Govt. department/Public sector Undertakings or Enterprises of Central/ State Govt.
4. We have submitted all the supporting documents and furnished the relevant details as per the prescribed format.
5. The information and documents submitted with the tender by us are correct and we are fully responsible for correctness of the information and documents submitted by us.
6. We have not submitted fraudulent document/ information either in present or past tenders.

Signature of Authorized Representative of the bidder
Bidder's Stamp

**Proforma for certificate of satisfactory performance to be issued by the Client/
Organisation(s) where Facility Management Service provided.**

1. This is to certify that M/s _____
has satisfactorily provided Facility Management Services in this organization
covering following services:-
 - i. Providing Housekeeping services, Cleaning & Maintenance of
building including façade, boundary wall etc.
 - ii. Operation & Maintenance of Internal and External Luminaries, fans,
sliding gate & external façade signage/logo, Inverter, Solar Powered
electric Systems.
 - iii. Maintenance & operation of internal water supply, sanitation,
sewerage (internal & external), sensors, water coolers and RO water
purifiers and hand dryers, Maintenance & operation of water supply.
2. The above detailed Facility Management services were provided for
the _____ (mention the name and address of the
building/ premises where the services provided). The total built up area
covered under the above Facility Management services was _____ sq
mts over _____ Nos. Of floors in a multi-storied office building.
3. The Facility Management services were provided for the period
from _____ to _____. The total value of the
services provided was Rs. _____ excluding electricity, water and
HSD oil.

Signature of Authorized Representative
of the Client Organisation with Stamp

SECTION – 3

(Conditions Of Contract)

GENERAL CONDITIONS OF CONTRACT

A. DEFINITIONS:

- 1.0 The "**Contract**" means the documents forming the tender and acceptance thereof and the formal agreement executed between RAILTEL Limited (client) and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 2.0 In the contract the following expressions shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them.
- a) '**Employer**' shall mean RAILTEL Ltd. (A Govt. of India Enterprise) having its Registered office at 6th floor, IIIrd Block Delhi Technology Park, Shastri Park, Delhi-110053 and Corporate office at, Plot-143, Sector-44, Gurugram-122001 acting through Managing Director/ Executive Director/Group General Manager/ General Manager.
 - b) The '**Engineer-in-Charge**' means any officer duly nominated by competent authority of RAILTEL who shall be in charge of execution of the work.
 - c) '**Officer-in-charge**' means '**Engineer-in-charge**' which shall mean any officer duly nominated by competent authority of RAILTEL who shall be in charge of execution of the work.
 - d) '**Engineer's representative**' shall mean the Engineer(s) authorized legal person(s) to execute the work on behalf of the Engineer-in-Charge.
 - e) '**Contractor**' shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or firms or company.
 - f) '**Facility Management agency**' shall mean '**Contractor**' which shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or firms or company.

- g) The expression '**works**' or '**work**' shall unless there be something either in the subject or context repugnant to such maintenance be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- h) The '**Site**' shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- i) '**Accepting Authority**' shall mean the authority duly authorized to act as such by RAILTEL.
- j) '**Contract Value**' means the value of the entire work as stipulated in the Letter of Award subject to such additions thereto or deductions there from as may be made under the provision hereinafter contained.
- k) '**Drawings**' means the Drawings referred to in the contract and any modification of such drawings approved in writing by the Engineer-in-charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-charge.
- l) '**Month**' shall mean the English Calendar month.
- m) '**OEM**' shall mean original equipment manufacturer
- n) '**Supervisor**' shall mean the supervisor appointed by the contractor for this site.
- o) '**AMC**' shall mean Annual Maintenance contract
- p) Where the context so requires, words imparting the singular number include the plural number and vice-versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- q) All correspondence with the RAILTEL shall be with the Engineer-in-Charge.

B. Conditions of Contract -Clauses

CLAUSE 1.0: Security Deposit

- 1.1 The successful bidder will have to provide a security deposit of specified amount to RAILTEL. The total security deposit including the earnest money deposited with the tender shall be 5 (Five) percent of the contract value of the work. The Earnest Money deposited in the form of Demand Draft/Pay order at the time of tenders will be adjusted as part of the total security deposit required.
- 1.2 The Security Deposit shall be deducted in cash from monthly account bills @ 10% of work done till the total security deposit (including the EMD) reaches required total amount i.e. 5% of the contract value of the work.

1.3 Performance Guarantee

- i) The Contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five Per cent) of the contract amount in addition to other deposits mentioned elsewhere in the Contract for the proper performance of the contract agreement, (not withstanding and/ or without prejudice to any other provisions in the contract) within 15 days of issue of letter of intent/Award. This period can be further extended by the Engineer-in-Charge up to a maximum period of 7 days on written request of the contractor explaining the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of Government Securities or fixed deposit receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Employer as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Employer to make good the deficit.
- ii) In case of failure by the contractor to furnish the performance Guarantee within the specified period, the Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely and terminate the contract.
- iii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that date. In case the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the competent

authority, the performance guarantee shall be returned to the contractor, without any interest.

- iv) The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the contract (notwithstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of :
 - a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-charge may claim the full amount of the Performance guarantee.
 - b) Failure by the contractor to pay the Employer any amount due, either as agreed by the Contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.
 - c) In the event of the contract being determined or rescinded under provisions of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.

Form of Performance Security Bank Guarantee Bond

In consideration of the Employer having agreed under the terms and conditions of Tender /Agreement No..... dated made between(the employer) and (hereinafter called “the said contractor(s)”) for the work(herein after called the said agreement”) the Contractor having agreed to production of a irrevocable bank guarantee for Rs. (Rupees Only) as a Security/ Guarantee for compliance of his obligations in accordance with the terms and conditions in the said agreement,

We (hereinafter referred to as “ the (indicate the Name of the Bank) Bank”) hereby undertake to pay to the(the employer) an amount not exceeding Rs. (Rupeesonly) on demand by the employer.

2. We do hereby undertake to pay the (indicate the Name of the Bank) amounts due and payable under this guarantee without any demur, merely on a demand from(the employer) stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupeesonly).

3. We, the said Bank further under take to pay to the employer any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating there to our liabilities under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We further agree that the guarantee herein (indicate the Name of the Bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the employer or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the employer certified that the terms and conditions of the said agreement have been fully

and properly carried out by the said contractor (s) accordingly discharges this guarantee.

5 We further agree with the employer
(indicate the Name of the Bank)

that the employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).

7. We(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the employer in writing.

8. This guarantee shall be valid upto unless extended on demand by the employer. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees Only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the day of for
(indicate the name of the Bank)".

Date:

Authorised Signatory

Stamp

- 1.4 All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of this security deposit, or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by RAILTEL on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or Guarantee Bonds in favour of RAILTEL executed by the State Bank of India or by Nationalised Banks or Government Securities endorsed in favour of RAILTEL, any sum or sums which may have been deducted from, or raised by sake of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money deposited at the time of tenders will be treated as part of the security deposit.
- 1.5 The security deposit shall not be accepted in the form of Bank Guarantee.
- 1.6 The total Security Deposit shall be released to the Contractor after satisfactory completion of contract and requisite clearance from concerned Deptt. like department of labour etc.
- 1.7 The Security deposit shall be refunded/ released without any interest payable on it.

CLAUSE 2.0 Time allowed

The contract period shall be as specified in the Notice Inviting Tender. The execution of the works shall commence within the period specified under clause-2.1/Section-1 of tender documents. If the Contractor commits default in commencing the execution of the work within specified period, RAILTEL shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

CLAUSE 3.0: Measurements of Work & Payment

- 3.1 Payment to the contractor shall be made by RAILTEL against monthly bills for the work done against this contract. The contractor is required to submit along with first bill, the copy of AMC entered into with OEMs or their authorized agency (if any) or agency approved by RAILTEL as the case may be. The payment shall be made after deducting any amounts due from the contractor by way of mobilization advance, taxes, security deposit, penalties/ recoveries if any etc. However, along with monthly bill, the contractor is required to submit copy of payment sheet in respect of wages paid to his labour/ staff for the corresponding month duly certified by RAILTEL representative in whose presence labour payment is made (Information in one day advance before making wages

payment to the staff shall however, be given to the Engineer-in-charge along with attendance records and other relevant documents) . The contractor should ensure that all employees are covered for all social benefits viz PF, EPS, EDLI and ESI. The contractor shall submit proof of recovery and remittance (copy of EPF return/challan) of the same along with the monthly/running bill for the next month. An indemnification indemnifying RAILTEL shall be submitted against any claim during the execution of the contract or later stage under Employees Provident Fund and workmen Compensation Act before release of payment of First bill. All due payments of the contractor shall be released through ECS/EFT on furnishing the following details:

- a. Account number (type)
 - b. Bank name & code
 - c. Branch name, address & code(as appearing on MICR cheque issued by the bank, RTGS/IFS code)
- 3.2 For any deficiency or defective service, an amount proportionate to the rates quoted by the contractor as given in his Price Bid shall be deducted from the monthly payment made to the contractor. The decision of Engineer-in-charge shall be final in this regard.
- 3.3 Due payment after completion of each month after making any recoveries etc. towards taxes, duties & non performance as described elsewhere in the bid documents shall be made to the contractor. No payment to the contractor shall be released till the contractor submits the bill for the work done by him. The bills shall be paid monthly.
- 3.4 Proportionate payment shall be deducted from the contractor's bill if any work is found to be not done/is incomplete or is unsatisfactory, as adjudged by the Engineer-in-charge. In case of any difference of opinion between the engineer in charge and the contractor, regarding the non performance or unsatisfactory performance of work, the matter will be referred to the concerned General Manager/Executive Director, RAILTEL, whose decision on the matter shall be final. RAILTEL may also, at their discretion get such defective/deficiency work done at the risk & cost of the contractor and recover the actual amount spent plus 20% of actual spent amount including all actual RAILTEL establishment charges, from the contractor's bills. Repeated lapses in doing the work satisfactorily shall result in rescinding the contract as described in clause 4.

CLAUSE 4: When Contract can be rescinded

- 4.1 The Engineer-in-Charge may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and

whether the date for completion has or has not elapsed, by notice in writing absolutely rescind the contract in any of the following cases:-

- i. If the Contractor has abandoned the Contract
- ii. If the Contractor has, without reasonable excuse, failed to commence the work considering handing over- taking over period within specified period under clause-2.1/Section-1 of tender documents or has suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of 7 (seven) days from the Engineer-in-Charge.
- iii. If the Contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- iv. If the Contractor persistently neglects to carry out his obligations under the Contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 (seven) days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- v. If the contractor having been given a notice by the Engineer-in-Charge in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or other-wise improper or unworkman-like unprofessional manner omits to comply with the requirements of such notice for a period of seven days thereafter.
- vi. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- vii. If the contractor shall offer or give or agree to give to any person in RAILTEL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for RAILTEL; or
- viii. If the contractor shall enter into a contract with RAILTEL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof

have been previously disclosed in writing to the Accepting Authority/Engineer-in-Charge; or

- ix. If the contractor shall obtain a contract with RAILTEL as a result of wrong tendering, fraudulent supporting documents or information or other non-bonafide methods of competitive tendering; or
- x. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport to do so, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- xi. If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority.

4.2 When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge shall have powers:

- a) To terminate or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the Earnest Money Deposit and/or full security deposit recoverable under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of RAILTEL. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited.
- b) To employ labour paid by RAILTEL and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-Charge shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub clause should only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the RAILTEL are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

- c) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by RAILTEL under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the RAILTEL are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
 - d) Any excess expenditure incurred or to be incurred by RAILTEL in completing the works or part of the works or the excess loss or damages suffered or any may be suffered by RAILTEL as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to RAILTEL in law be recovered from any moneys due to the contractor on any account and if such moneys are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- 4.3 If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plants, implements, temporary buildings, etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor it shall be recovered in accordance with the provision of the contract.
- 4.4 In the event of any one or more of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof, or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value to be paid the value so certified.
- 4.5 Provided further that if any of the recoveries to be made, while taking action as per 4.2 (b) and/or 4.2 (c) above, are in excess of the security deposit forfeited,

these shall be limited to the amount by which the excess cost incurred by the RAILTEL exceeds the security deposit so forfeited.

CLAUSE 5.0 Payment of final Bill

The final bill shall be submitted by the contractor in the same manner as monthly bills and RAILTEL shall release payment against the same after the final certificate of completion furnished by the Engineer-in-Charge. Further claims shall neither be made by the contractor nor admissible for payment after submission of the final bill and these shall be deemed to have been waived and extinguished.

CLAUSE 6.0 Contractor to Keep Site Clean

When the repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency.

CLAUSE 7.0 Materials not to be supplied by RAILTEL

RAILTEL will not supply or procure for the Contractor any material and the contractor shall make his own arrangements therefore at his own cost.

CLAUSE 8.0 Execution of work.

8.1 The contractor shall execute the whole and every part of the work in the most professional and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the agreement, site requirements & instructions of the Engineer-in-Charge. The contractor shall comply with the provisions of the contract and with the care and diligence & execute and maintain the installations and provide all labour and materials, tools and plants in so far as necessary for providing these or as inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of maintenance.

- 8.2 The contractor is required to obtain approval of Engineer –in-charge in respect of Periodical preventive maintenance schedule for all the assets in the complex under the scope of this contract, within 15 days from the date of letter of award.
- 8.3 The contractor is required to submit the copy of the Service report of OEMs or their authorized agency (if any) or agency approved by RAILTEL (as the case may be) after attending defect/preventive maintenance as per schedule of OEMs or the schedule approved by RAILTEL for the installations for maintenance of which OEMs has not been defined in the tender documents.
- 8.4 The Engineer-in-Charge shall have power:-
- i) To make alteration in, omissions from, additions to, or substitutions for the original instructions that may appear to him to be necessary or advisable during the progress of the work, and
 - ii) To omit a part of the works in case of non- availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work or on assessed rates.
- 8.5 Rates for altered or substituted or additional work or extra item shall be determined as follows;
- a) If the rate for altered or substituted item of work is specified in the schedule of quantities; the contractor shall carry out the altered or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedules of quantities.
 - b) If the rate for any altered or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where

two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the schedule of quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities.

- c) If the rate for any additional or substituted item of work cannot be determined in the manner specified above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within one month thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-Charge with the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s).

CLAUSE 9.0 No compensation for alteration or restrictions of work to be carried out

If at any time after the commencement of the work, RAILTEL shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of fact to the contractor who shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

CLAUSE 10.0 Contractor to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials , plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the

requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer in charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

While bringing the equipments inside RAILTEL office complex by the contractor, necessary for execution of the work, the contractor shall get them verified through the representative nominated by Engineer-in-charge and security at the time of commencement of the work. Engineer-in-charge and security and contractor shall keep such verified list of above equipments in records. The gate pass shall be issued to the contractor in respect of those equipments which have been verified in the above list, to enable him to take back his equipment after completion of work.

CLAUSE 11 Recovery of Compensation paid to Workman

In every case in which by virtue of the provisions sub-section (1) of Section 12 of the Workmen's Compensation Act, 1923, the Employer is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, the Employer will recover from the Contractor the amount of the compensation so paid; and, without prejudice to the rights of the Employer under sub-section (2) of Section 12 of the said Act, the Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the contractor whether under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under sub-section (1) Section 12 of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which the Employer might become liable in consequence of contesting such claim.

CLAUSE 12 Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Employer is obliged to pay any amounts of wages to a workman employed by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Employer's Contractors, the Employer will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, the Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor whether under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which the Employer might become liable in contesting such claim.

CLAUSE 13 Labour Laws to be complied by the Contractor

The contractor shall obtain a valid license as per the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall follow provisions under above Act. The contractor should ensure that all employees are covered for all social benefits viz PF, EPS, EDLI and ESI. The contractor shall submit proof of recovery and remittance of the same along with the monthly/running bill for the next month. An indemnification covering RAILTEL shall be submitted against any claim during the execution of the contract or later stage under Employees Provident Fund and workmen Compensation Act before release of payment of First bill. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 13 A Employment of Under-age Labour

Minimum age of the labour employed on the work shall be as per prevailing Labour laws.

CLAUSE 13 B Payment of wages:

- i. The contractor shall be obliged to pay salary and wages to the persons employed by him directly or indirectly and deployed at the RailTel's office (s) at the rates notified under the Minimum Wages Act, 1948 and the Rules framed there under and applicable to the state of Delhi and to the state of Haryana, whichever are higher, or the reasons that the registered office and the corporate office of the Company RailTel are located in Delhi and at Gurgaon in the state of Haryana. The contractor shall ensure compliance of Minimum Wages Act and Rules as applicable and also ensure compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970 and the Rules thereunder wherever applicable.
- ii. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- iv a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations. The decision of the Engineer-in-Charge on the amount to be deducted from the amount due to the Contractor shall be final and binding on the contractor.
- b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labourers, directly or indirectly employed in the works, one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the

sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned. The decision of the Engineer-in-Charge on the amount to be deducted from the amount due to the Contractor shall be final and binding on the Contractor.

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12 (162)MWO/DAB/43884-91 dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

- v The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time. The contractor shall also comply with the provisions of the Payment in respect of EPF and ESI.
- vi The contractor shall indemnify and keep indemnified the Employer against payments to be made under and for the observance of the law aforesaid without prejudice to his right to claim indemnity from his sub-contractors. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- vi) The contractor shall ensure that all employees are covered for all social benefits viz. PF, EPS, EDLI and ESI etc.
- vii) The contractor shall submit proof of recovery and remittance of EPF, EPS, EDLI and ESI etc. along with monthly/running bill for the next month.

CLAUSE 13 C Compliance with provisions in Safety Code

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 13 D Submission of fortnightly Statement on labour employed

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively :

- 1) the number of labourers employed by him on the work,
- 2) their working hours,
- 3) the wages paid to them,
- 4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- 5) the number of female workers who have been allowed maternity benefit according to Clause 13 F and the amount paid to them.

Failing which the contractor shall be liable to pay to the Employer a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

CLAUSE 13 E

Compliance with the Rules on Health and Sanitary arrangements

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by RAILTEL from time to time for the protection of health and sanitary arrangements for workers employed by the Employer and its contractors.

CLAUSE 13 F

Maternity Benefits

Leave and pay during leave shall be regulated as follows :

1. Leave :

- (i) in the case of delivery – maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day,
- (ii) in the case of miscarriage – upto 3 weeks from the date of miscarriage.

2. Pay :

- (i) in the case of delivery – leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
- (ii) In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave :

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

The contractor shall maintain a register of Maternity (Benefit) in the Prescribed form as shown in annexure – 1 and II, and the same shall be kept at the place of work.

CLAUSE 13 G

Action in case of Non-observance of Rules and Regulations

In the event of the contractor (s) committing a default for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/ they shall, without prejudice to any other liability, pay to the Employer a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting,

filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put together. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/ are not properly observing the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R & A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor (s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor (s) shall fail within the period specified in the notice to comply with and observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor (s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/ their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and / or reconstructed according to approved standards and if the Contractor (s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 13 H

Compliance with instructions on removal from site of undesirable person

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE 13 I

Minimum Wages Act to be Complied with

The contractor shall comply with all the provisions of the Minimum Wages Acts, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 14.0 Settlement of Disputes & Arbitration

14.1 All disputes or differences of any kind whatsoever arising out of or in connection with the contract whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be referred either by the contractor or by RAILTEL to Arbitration. RAILTEL shall within 120 days after the receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matters listed in Clause 15 shall be deemed as "EXCEPTED MATTERS" and decision of the RAILTEL authority thereon shall be final and binding on the contractor. Provided further that "EXCEPTED MATTERS" shall stand specifically excluded from the purview of the Arbitration clause and not be referred to arbitration.

14.2 Demand for Arbitration

In the event of any dispute or difference between the parties hereto as to the operation of this contract or the respective rights and liabilities of the parties or any matter in question, dispute or difference on any account or as to the withholding by the RAILTEL of any certificate to which the contractor may claim to be entitled to, or if the RAILTEL fails to make a decision within a reasonable time, then and in any such case, save the 'EXCEPTED MATTERS' referred to in Clause above, the contractor after 90 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the disputes or differences be referred to arbitration.

14.2.1 The demand for arbitration shall specify the matters, which are in question, dispute or difference as also the amount of claims item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made with claims shall be referred to Arbitration and other matters shall not be included in the reference.

14.2.2 No new matter or claim shall be added during the proceedings by either party. However, a party may amend or supplement the original claims or defense thereof during the course of arbitration proceedings subject to acceptance by the Sole Arbitrator/Arbitral Tribunal having due regard to the delay in making it.

14.2.3 If the contractor(s) does/do not prefer his/their specific and final claim in writing within a period of 30 days of receiving the intimation from the RAILTEL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and RAILTEL/(name of client) Shall be discharged and released of all liabilities under the contract in respect of these claims.

14.2.4 Obligation during pendency of Arbitration

Work under the contract shall, unless otherwise directed by the Engineer-in-charge continue during the Arbitration proceedings and no payment due or payable by RAILTEL shall be withheld on account of such proceedings.

14.2.5 Matters in question, dispute or difference to be arbitrated upon shall be referred to for decision to: -

14.2.5.1 A Sole Arbitrator who shall be an officer, of RAILTEL not below the rank of Jt. General Manager (where the contract value is upto Rs.100.0 Lakhs) nominated by the Director in-charge of the work or in his absence by any other Director or Managing Director of RAILTEL (herein- after called appointing authority) and where the total value of all claims in question added together does not exceed Rupees One Hundred Lakhs.

14.2.5.2 A Sole Arbitrator, who shall be an officer, of RAILTEL not below the rank of Additional General Manager (where the contract value is up to Rs.200.0 Lakhs) nominated by the Director in-charge of the work or in his absence by any other Director or Managing Director of RAILTEL (hereinafter called appointing authority) and where the total value of all claim in question added together does not exceed Rupees Two Hundred Lakhs.

14.2.5.3 A Sole Arbitrator who shall be an officer, of RAILTEL not below the rank of General Manager (where the contract value is upto Rs.300.0 Lakhs) nominated by the Director in-charge of the work or in his absence by any other Director or Managing Director of RAILTEL (hereinafter called appointing authority) and where the total value of all claims in question added together does not exceed Rupees Three Hundred Lakhs.

14.2.5.4 An Arbitral Tribunal consisting of three arbitrators who shall be RAILTEL officers not below the rank of Dy. General Manager (where the contract value is more than Rs.300 lakhs) or equal status will be appointed in the manner laid down in Clause 14.2.5.5 for all claims above Rupees Three hundred Lakhs.

14.2.5.5 For the purpose of appointing the Arbitrators as referred to in Clause 14.2.5.4 above, RAILTEL will send a panel of more than three names of officers of appropriate status of RAILTEL to the contractor (s) who will be asked to suggest two names out of the list as the contractor's nominee. The appointing authority of RAILTEL while appointing at least one of them as contractor's nominee will also appoint a second Arbitrator as the nominee of RAILTEL either from the panel or from outside the panel ensuring that one of the Arbitrators so nominated is invariably from the Accounts Department.

Before entering upon the reference, the two appointed Arbitrators should appoint a third arbitrator who shall act as the presiding arbitrator. This appointment of presiding arbitrator shall be done within 30 days from the date of appointment of the two arbitrators.

14.2.5.6 In the case of Sole Arbitrator, he shall be a qualified Engineer from amongst serving officers of RAILTEL of appropriate status with atleast a University Degree in the appropriate branch of Engineering or having an equivalent qualification recognized by the Institution of Engineers (India). In the case of Arbitral Tribunal, one Arbitrator will be qualified Engineer of appropriate status as detailed above, and the second arbitrator will be an Accounts Officers of appropriate status. The third and presiding Arbitrator shall be qualified Engineer of the RAILTEL chosen by the two Arbitrators, keeping the terms of Clause 14.2.5.5 and the above in view.

14.2.6 If the Sole Arbitrator appointed under clause 14.2.5.1, clause 14.2.5.2 or clause 14.2.5.3 or one or all the Arbitrators appointed under clause 14.2.5.5 withdraw/withdraws from his/their office as Arbitrator/Arbitrators or is/are unwilling to perform his/their functions as Arbitrator, for any reason whatsoever or dies/die, the appointing authority may appoint new Arbitrator/ Arbitrators to act in his/their place in the same manner in which the previous Arbitrator/ Arbitrators had been appointed. The Sole Arbitrator/reconstituted Arbitral Tribunal may at his/their discretion proceed with the reference from the stage at which it was left by the previous Arbitrator/Arbitrators.

- 14.2.7 The Arbitrator/Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator or Arbitrators shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator/ Arbitrators to make the award without any delay.
- 14.2.8 The Arbitral award shall state calamities, the sum and reasons upon which it is based.
- 14.2.9 In case of the Arbitral Tribunal any decision of the Arbitral Tribunal or the award shall be made by a majority of all its members.
- 14.2.10 The Arbitral Award is for payment of money; no interest shall be payable on whole or any part of the money for any period till the date on which award is made.
- i) Subject as aforesaid, Arbitration and Conciliation Act 1996 and the Rules thereunder and any statutory modification thereof shall apply to the Arbitration proceedings under the clause.
 - ii) The venue of Arbitration shall be in Gurgaon (Haryana)

15.0 CLAUSES OF THE CONDITIONS OF CONTRACT AND MATTERS DEEMED AS "EXCEPTED MATTERS"

The following shall be treated as "Excepted Matters" for the purpose of arbitration:

1. **Illegal Gratification:-** Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant or any one on his or on their behalf to any officer, or employee or RAILTEL or to any person on his or their behalf in the relation to the obtaining of the execution of this or any other contract with RAILTEL, shall, in addition to any criminal liability which he may incur, subject the Contractor to the rescission of the contract under the contract or any other contracts with RAILTEL. The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employees of RAILTEL and if he shall do so RAILTEL shall be entitled forthwith to rescind the contract and all other contracts with RAILTEL. Any question or dispute as to the commission of any offence or compensation payable to RAILTEL under this clause shall be settled by the General Manager/RAILTEL in decision shall be final and conclusive.

2. Meaning and intent of specifications and drawings.
3. Rates for extra items of works
4. Measurement of works
5. Provisions of Payment of Wages Act
6. Payment of advances and recovery
7. Determination of contract
8. Provisions of Contract Labour/Regulation and Abolition Act 1970
9. Non conformance of work

CLAUSE 16.0 INDEMNITY REGARDING DAMAGE TO PERSONS AND PROPERTY:

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify RAILTEL (through Indemnity bond on format approved by RAILTEL, before commencement of work) against all losses and claims whatsoever in respect of injuries or death to any person, whether RAILTEL or Contractor's employee or a third party, or loss / damage to any property whether of RAILTEL, Contractor or third party, which may arise out of or in consequence of the execution and maintenance of the works related to this contract. This indemnity shall be against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

Clause 17.0 OTHER INDEMNITY

The contractor shall also indemnify RAILTEL (through Indemnity bond on format approved by RAILTEL, before commencement of work/release of first bill) against any fine/penalty/ prosecution levied by any government authority for any violation of environment laws, safety norms, labour laws (like workmen compensation Act etc. in respect of workers engaged by the contractor), PF laws, health laws etc. which may occur in the process of carrying out of this work or at later stage. It will be the contractor's responsibility to ensure that relevant rules & regulations are fulfilled by him.

CLAUSE 18.0 INSURANCE:

The contractor is required to seek an Insurance policy against injury or death of his own employees or any third party which may result out of execution of this contract. HK agency is liable to replace /repair RAILTEL property/equipment in the event of fault /damage etc. due to the fault of HK agency. RAILTEL have insured its property. The insurance policy arranged by RAILTEL in this respect may be seen from RAILTEL office for knowing the conditions under which claim can be raised on Insurance company. Thus, HK agency is required to inform RAILTEL in writing in the event of fault /damage/theft etc. to the property/equipment for the cause other than the fault of HK agency when claim can be raised on the insurance company. HK agency shall pursue on behalf of RAILTEL with the insurance company for realization of the claim to RAILTEL, if so desired by RAILTEL. In case of failure of HK agency to follow the above directives, HK agency shall be solely responsible for losses suffered by RAILTEL in the event of fault /damage etc. to the RAILTEL property.

- 18.1 The minimum insurance cover for property damage/loss, or injury/death of persons is recommended as Rs. 15.00 lakhs per occurrence with four (4) number of occurrences/year. Total insurance cover will be Rs.60.00 Lacs per year i.e. Any one Accident(AOA)-Rs.15.00 Lacs and Any one year (AOY)-Rs.60 Lacs. Insurance Policy shall be renewed by the contractor well in time. However, the beneficiary of the insurance cover would be RAILTEL. In case, the Contractor fails to obtain the above Insurance Policy/ renew the Insurance Policy timely, RAILTEL reserve the right to get it done at risk & cost of the Contractor and deduct the expenses so incurred by RAILTEL including 20% of above expenses as RAILTEL overhead from the dues of the contractor.
- 18.2 The terms of any insurance cover obtained by the contractor shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the insurance policy, the insurer will indemnify the RAILTEL against such claims and any costs, charges and expenses in respect thereof.

CLAUSE 19.0 With-holding and lien in respect of sums due from Contractor

- 19.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the RAILTEL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the RAILTEL shall be entitled to withhold the security deposit, if any, furnished as the case may be and

also have a lien over the same pending finalization or adjudication of any such claim.

19.2 RAILTEL shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for RAILTEL to recover the same from him in any manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by RAILTEL to the contractor, without any interest thereon whatsoever.

CLAUSE 20.0 Requirement of Staff:

The following staff shall be deployed daily at RAILTEL Office Complex for the work under this contract as per following minimum requirements (with 8/12 hrs. per day duty and with staggered duty hours). However, in addition to these, manpower of any category or any nos. of additional manpower if required, to execute/complete the work (under this contract) successfully and in time, the same shall also be deployed by the contractor at no extra cost to RAILTEL.

Minimum manpower required for providing Facility Management services as detailed in sub clauses of clause-3 above in the whole of the office complex:

Category	Min. Nos. Required	Minimum Qualification	Minimum nos. of years of experience in relevant field	Nature of experience
Facility Management Supervisor	01	Class 10 th pass	3 yrs	Over all supervision of FM services in a multi-storeyed building covering different services as listed out in the scope of work including Maintenance

				and upkeep of all civil / Electrical assets and operation and upkeep of DG set/Air-conditioner/ Ac plant/duct. The incumbent should also have experience of liaising with different civil/MCG authorities for obtaining necessary permits/ approvals etc.
Electrician	01	ITI (Electrical)	4 yrs	LT , Wiring, Lighting , operation of DG sets etc.
Helper for Electrician / Plumber	01	Possessing ability to read & write	2 yrs	Lighting & Plumbing etc.
Plumber cum STP operator	01	Possessing ability to read & write	4 yrs	Plumbing Work
Spider man	01	Possessing ability to read & write	1 yr	Façade Cleaning
House keeping Helper	05 (04 males + 01 female)	Possessing ability to read & write	1-2 yrs	Housekeeping
Total Staff = 10 Nos.				

- 20.1 The staff should be got approved in writing from the Engineer-in-charge (whose approval may be withdrawn at any time) for supervision and execution of the work to receive directions / instructions from Engineer-in-charge of the work on behalf of the contractor and execute the work accordingly. The staff of the contractor will not be changed without the approval of the Engineer-in-charge. The passes/Identity cards issued to them if any shall be handed over to RAILTEL representative. Staff/manpower of same qualification and experience as above table would be posted.
- 20.2 In case of any manpower/staff has to go on leave, the contractor must bring it to notice of Engineer-in-charge in advance. In such cases, he should be replaced by qualified and experience staff/manpower in consultation with Engineer-in-charge and without any gap in attendance.

20.3 The contractor and its employees shall maintain strict confidentiality of information provided to them during the contract period, no part of information in any form now or ever shall be discussed to any person(s) or company(ies). The incidental provision of information to successful bidder and its employees is just for carrying out the job assigned and nothing more than that. Any violation or attempt of violation may lead to legal action under appropriate law.

20.4 In case the contractor fails to employ the staff as aforesaid requirements, recovery at the penal rates given below for each month or proportionate amount for part of the month of default as given below:-

Category	Per month Penal Recovery (Rs.) per employee
Electrician	20000
Electrician Helper/ plumber helper	15000
Plumber	20000
Facility Management Supervisor	25000
House Keeping Helper	15000
Carpenter	20000

Supervisor will supervise the daily work being done by the contractor's staff and coordinate with the Engineer-in-charge or his representative, record and attend to complaints and ensure proper reporting for jobs completed and pending along with reasons thereof.

CLAUSE 21.0 RATES TO BE INCLUSIVE OF TAXES & LEVIES

- i) Tendered rates must be inclusive of all taxes, duties and levies (excluding service tax), payable under the respective statutes. However, break up to taxes is to be shown separately. Applicable Service tax shall be paid in first running bill and subsequent running bills shall be entertained only after producing proof of payment of service tax to the concerned authority for the previous month already paid to the contractor (In case service tax payment to the concerned authority is delayed by the contractor, the payment of penalty, interest or any other charges shall be borne by the contractor). However, pursuant to the Constitution (Forty six Amendment) Act, 1982, if any new tax or increase/decrease in tax (except service tax) or levy is imposed by the statute, after the date of receipt of tenders, and the contractors thereupon necessarily and properly pay such taxes/levies the contractor shall be reimbursed the amount so paid on production of proof of payment, provided such

payment, if any is not in the opinion of RAILTEL (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor. RAILTEL will have no liability whatsoever on any account to pay any taxes, levies, duties etc. levied by Central / State Govt. pertaining to execution of the work.

- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by duly Authorized representative of RAILTEL and further shall furnish such other information/document as the Engineer-in-charge may require.
- iii) The contractor shall, within in a period of 30 days of imposition of any further tax or levy pursuant to the Constitution (Forty six Amendment) Act, 1982 give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 22.0 Termination of Contract on death of Contractor

Without prejudice to any of the rights or remedies under this contract if the contractor (in proprietary case) dies, the RAILTEL shall have the option of terminating the contract without compensation to the contractor's successor.

CLAUSE 23.0 No Gazetted Engineer to work as Contractor within two years of retirement

No engineer of Gazetted rank or other Gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of two years after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 24.0 Force Majeure

- 24.1 Neither Contractor nor Owner (RAILTEL) shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not limited to war, hostilities, revolution, riots, civil commotion,

strikes, lock-outs, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of God or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 (thirty) days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve the notice, within the shortest possible period without delay.

- 24.2 As soon as the cause of Force Majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 24.3 From the date of occurrence of a case of Force Majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and the inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 24.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of Force Majeure lasting to a period of 6 months or more, the two parties shall consult each other to decide regarding the future execution of this agreement.

CLAUSE 25.0 Rules for the Safety, Protection of Health and Sanitary arrangements for workers.

The contractor shall follow all relevant rules & norms specified for protection of safety, health and sanitary arrangements for workers employed by him.

CLAUSE 26.0 SUFFICIENCY OF TENDER:

- 26.1 The contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the works and of the rates and prices quoted in the Bill of Quantities which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and everything necessary for the proper completion and maintenance of the works. If required, the contractor shall obtain clearances from concerned local authorities at his cost. The cost of any item for which contractor has failed to enter rate shall be deemed to be covered by other rates entered in the Bill of Quantities. The Contractor shall also co-ordinate with any other agency working in the same project, compare

plans, specifications and the time schedules and so arrange his work that there will be no interference. RAILTEL shall entertain no claim on this account.

26.2 The rates quoted by the contractor shall also take into account the cost of the following: -

a) **INCOME TAX DEDUCTIONS:**

Appropriate deductions as per relevant Income Tax Rules applicable at the time shall be made from bills submitted by the contractor.

b) **RATES TO BE INCLUSIVE OF ALL LABOUR, MATERIAL ETC.**

The rates for all items, unless clearly specified otherwise, cover all costs for proper execution of work including labour, material, hire charges of machinery etc. and any other inputs involved during execution of the works.

26.3 **WATER AND ELECTRIC SUPPLY**

RAILTEL will provide required supply of water and electric power to the contractor at the designated point. Any further extension from that source shall be organized by the contractor at his own expense.

27.0 CONTRACT AGREEMENT:

The agreement shall be executed within 10 days from the issue date of letter of award on a non-judicial stamp paper of appropriate value as per Indian Stamp Act applicable in the State in which works are being executed and the cost of the stamp paper shall be borne by the contractor. No claims will be admissible before signing the agreement.

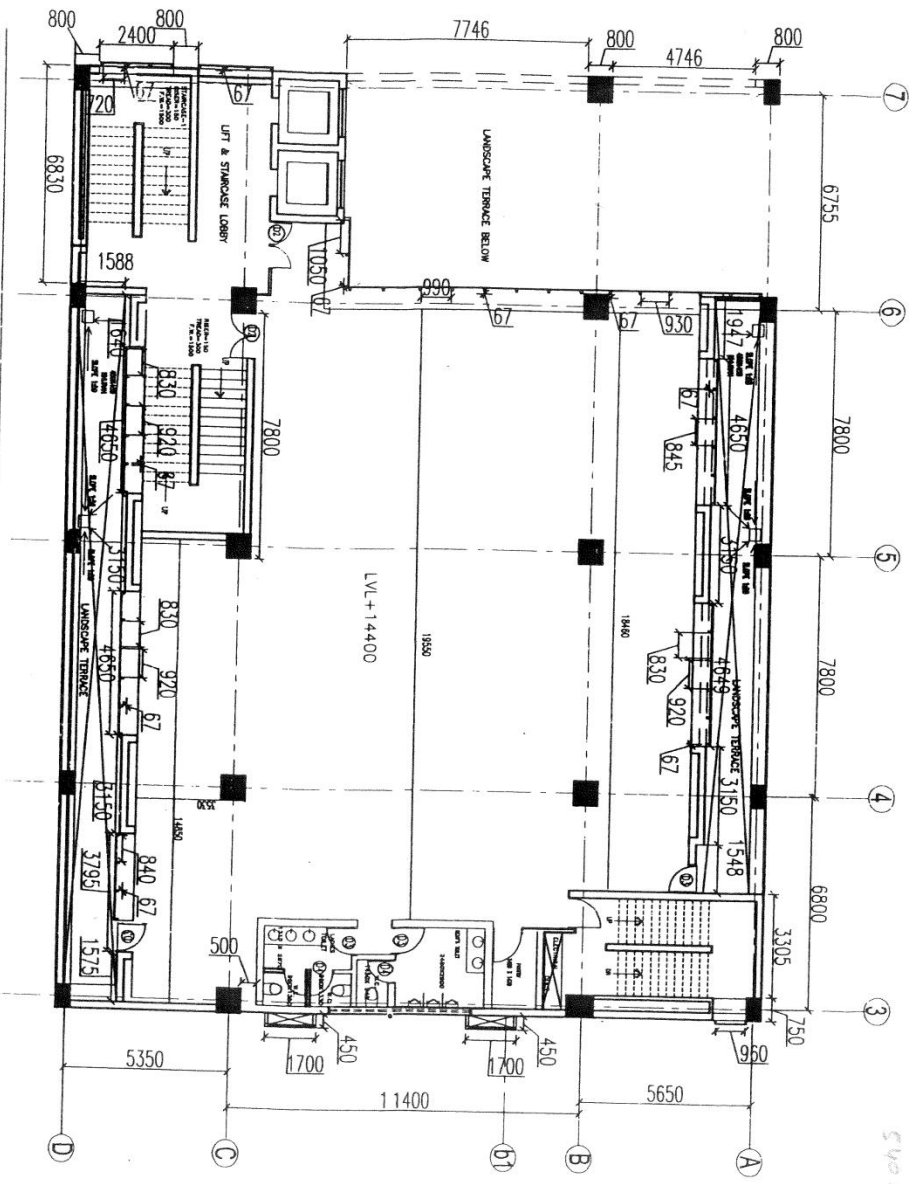
28.0 ACCOMMODATION FOR STORAGE OF MATERIALS

RAILTEL will provide a lockable room for storage of the contractor's material required for day to day work. The contractor shall be responsible for its watch & ward.

T&P brought to site by the contractor shall not be removed without the written consent of Engineer-in-charge.

29.0 PRICE ESCALATION:

Rates once accepted will remain fixed for the entire duration of the contract. No price escalation shall be applicable for this work during the stipulated or extended period, if any of contract.



FOURTH FLOOR PLAN
SCALE - 1:100

- NOTES
1. ALL DIMENSIONS ARE IN MM. UNLESS NOTED OTHERWISE.
 2. DO NOT SCALE ANY DRG FOLLOW WRITTEN DIMENSIONS ONLY.

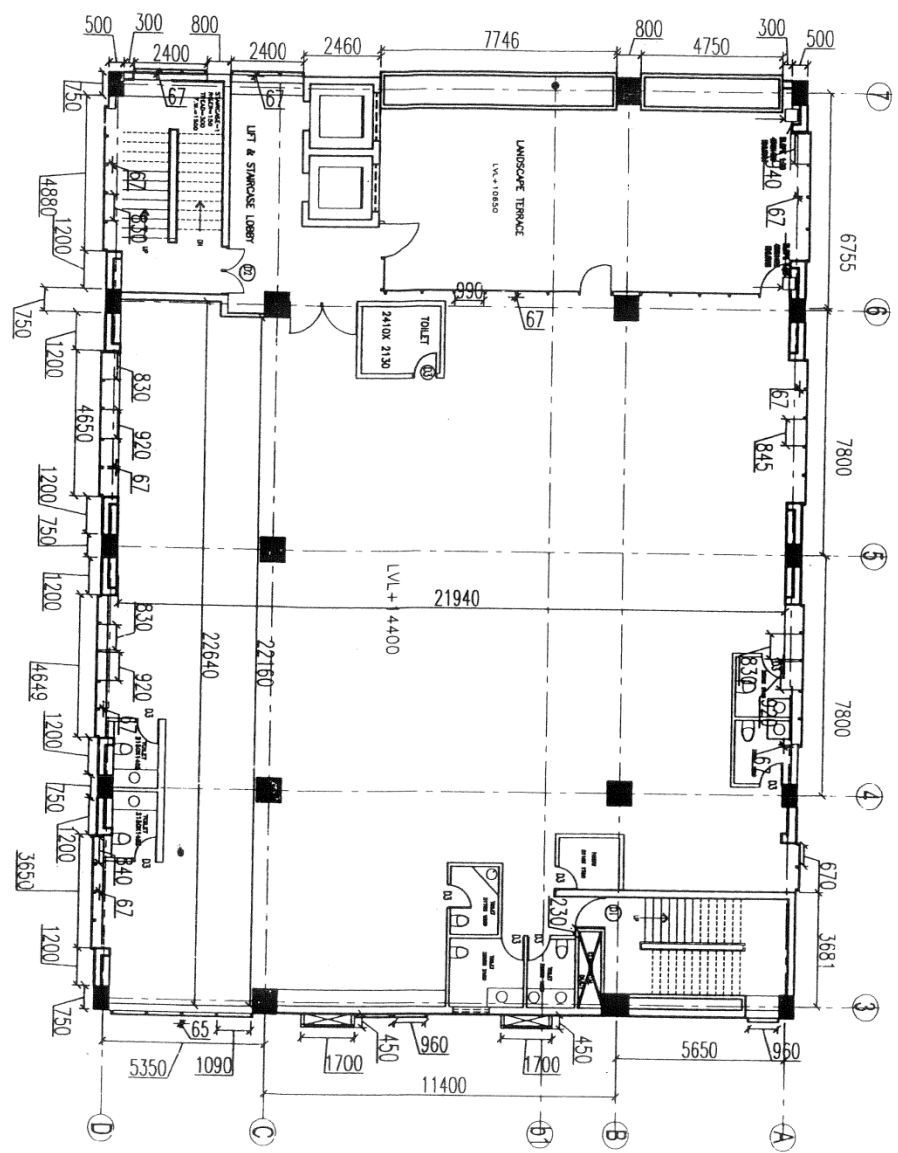
DOOR-WINDOW SCHEDULE

NO.	TYPE	SIZE	SYMBOL	LEVEL	DESCRIPTION
1	DOOR	1000 X 2100	1000	1000	DOOR
2	WINDOW	1000 X 1500	1000	1500	WINDOW
3	DOOR	1000 X 2100	1000	2100	DOOR
4	WINDOW	1000 X 1500	1000	1500	WINDOW

DATE: 30/09/11
 DRAWN BY: RAJESH
 CHECKED BY: [Signature]
 PROJECT: OFFICE COMPLETION PLAN
 CLIENT: RAJESH
 PROJECT ADDRESS: RAJESH CORPORATION OF INDIA LTD
 AT PLOT NO-14 SECTOR-14A, GURGAON

JASWAL & ASSOCIATES
 ENGINEERS & ARCHITECTS
 110077, NEW DELHI

THIRD FLOOR PLAN



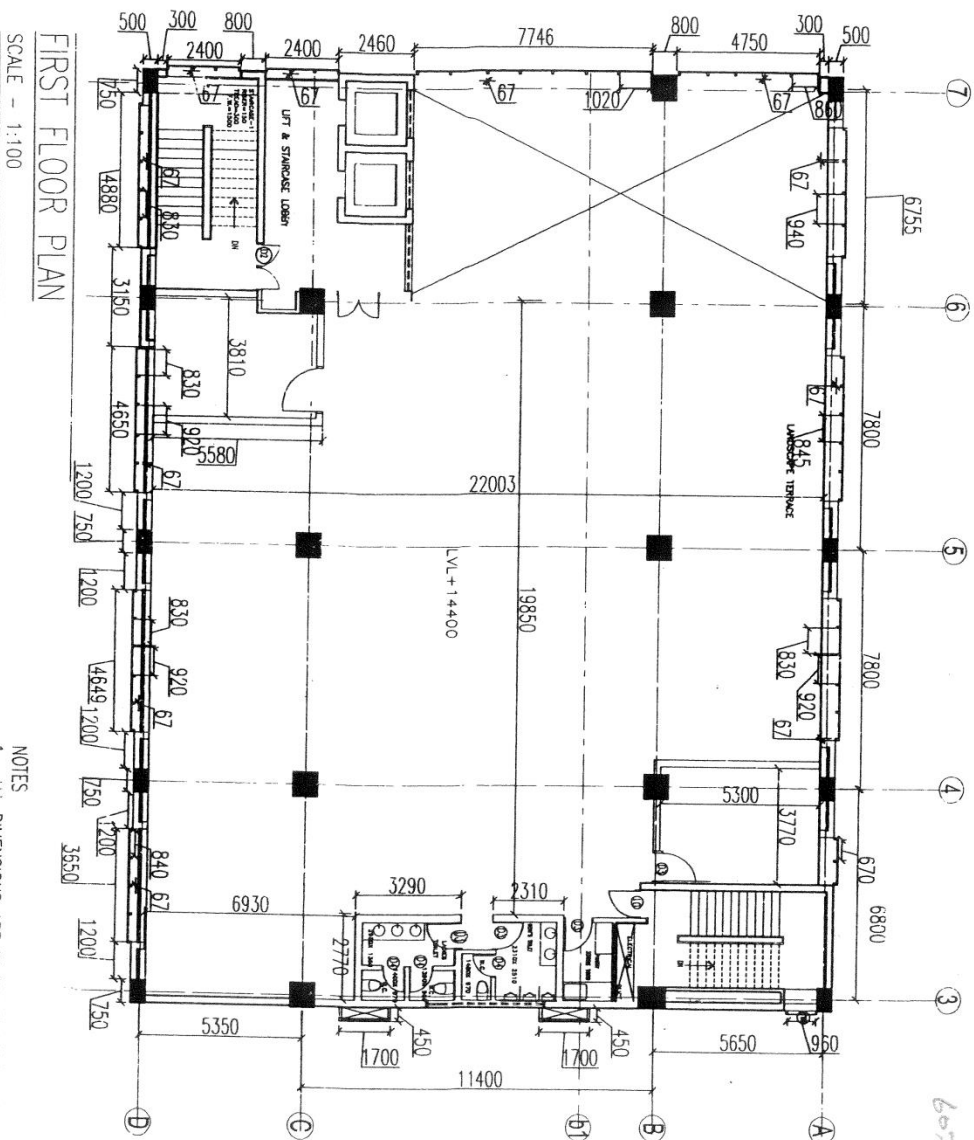
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DOOR-WINDOW SCHEDULE

NO.	TYPE	SIZE	MARK	UNIT	QTY	REMARKS
1	DOOR	2100	2100	NO	1	DOOR
2	WINDOW	1200	1200	NO	1	WINDOW
3	WINDOW	1200	1200	NO	1	WINDOW
4	WINDOW	1200	1200	NO	1	WINDOW
5	WINDOW	1200	1200	NO	1	WINDOW
6	WINDOW	1200	1200	NO	1	WINDOW
7	WINDOW	1200	1200	NO	1	WINDOW
8	WINDOW	1200	1200	NO	1	WINDOW
9	WINDOW	1200	1200	NO	1	WINDOW
10	WINDOW	1200	1200	NO	1	WINDOW

DATE ISSUED: 20/07/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: OFFICE COMPLEX FOR [Name]
 CLIENT: [Name]
 PROJECT LOCATION: [Name]
 PROJECT NO: [Name]
 SHEET NO: [Name]
 SHEET TITLE: THIRD FLOOR PLAN

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FIRST FLOOR PLAN
SCALE - 1:100

- NOTES
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 2. DO NOT SCALE ANY DRG FOLLOW WRITTEN DIMENSIONS ONLY.

DOOR-WINDOW SCHEDULE

NO	TYPE	SIZE	MARK	QTY	REMARKS
1	DOOR	2100	100	1	100
2	DOOR	2100	100	1	100
3	DOOR	2100	100	1	100
4	DOOR	2100	100	1	100
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6	DOOR	2100	100	1	100
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99	DOOR	2100	100	1	100
100	DOOR	2100	100	1	100

PROJECT: OFFICE COMPLEX FOR BAN THUAN CO., LTD. AT PHU THUAN INDUSTRIAL ZONE, DISTRICT 11, HO CHI MINH CITY.

CONTRACTOR: GARG BUILDERS CONTRACTOR PVT. LTD. F-19, ASHOK VIHAR, DELHI-110022.

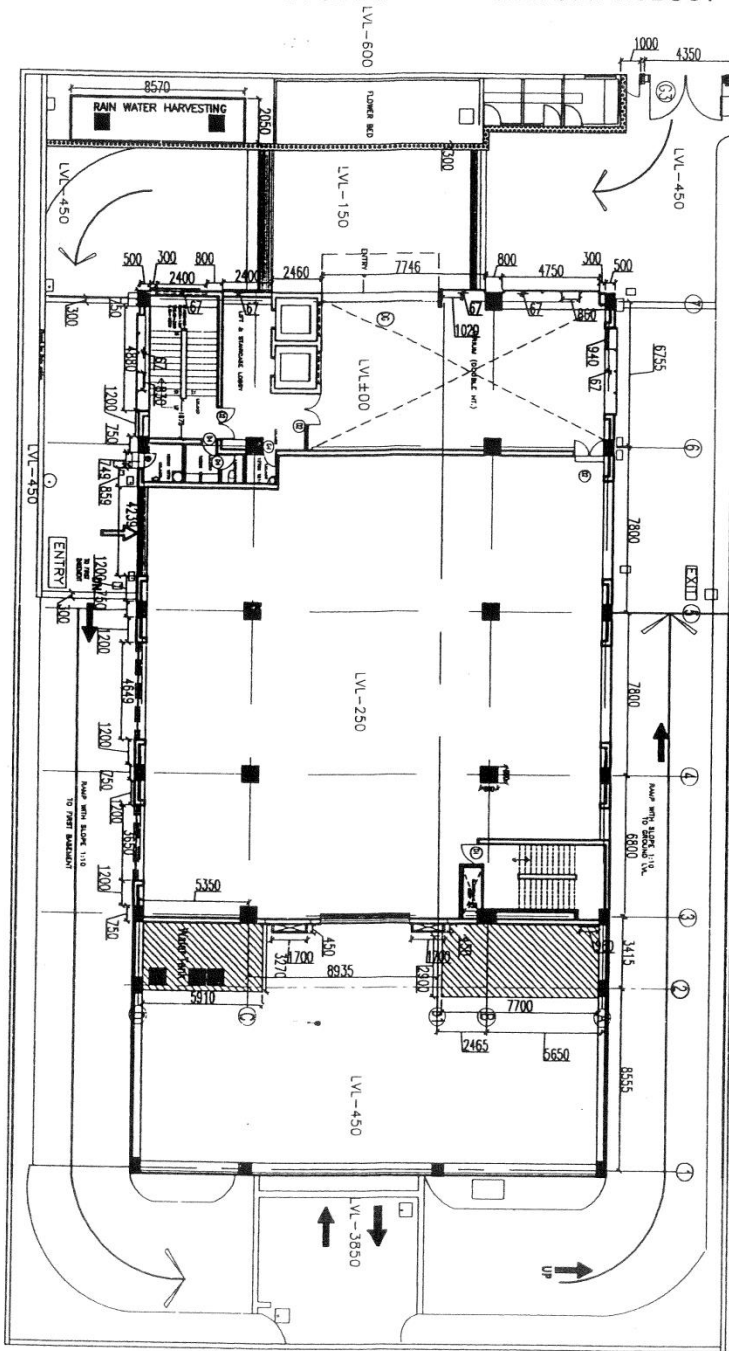
DESIGNER: JASWAL & ASSOCIATES ARCHITECTS & ENGINEERS NEW DELHI, INDIA.

DATE: 30/07/11

SCALE: 1:100

PROJECT: FIRST FLOOR PLAN

STILT FLOOR PLAN



- NOTES
1. ALL DIMENSIONS ARE IN MM UNLESS NOTED OTHERWISE
 2. DO NOT SCALE ANY DIMS FOLLOW WRITTEN DIMENSIONS ONLY.

963 5934

DOOR-WINDOW SCHEDULE

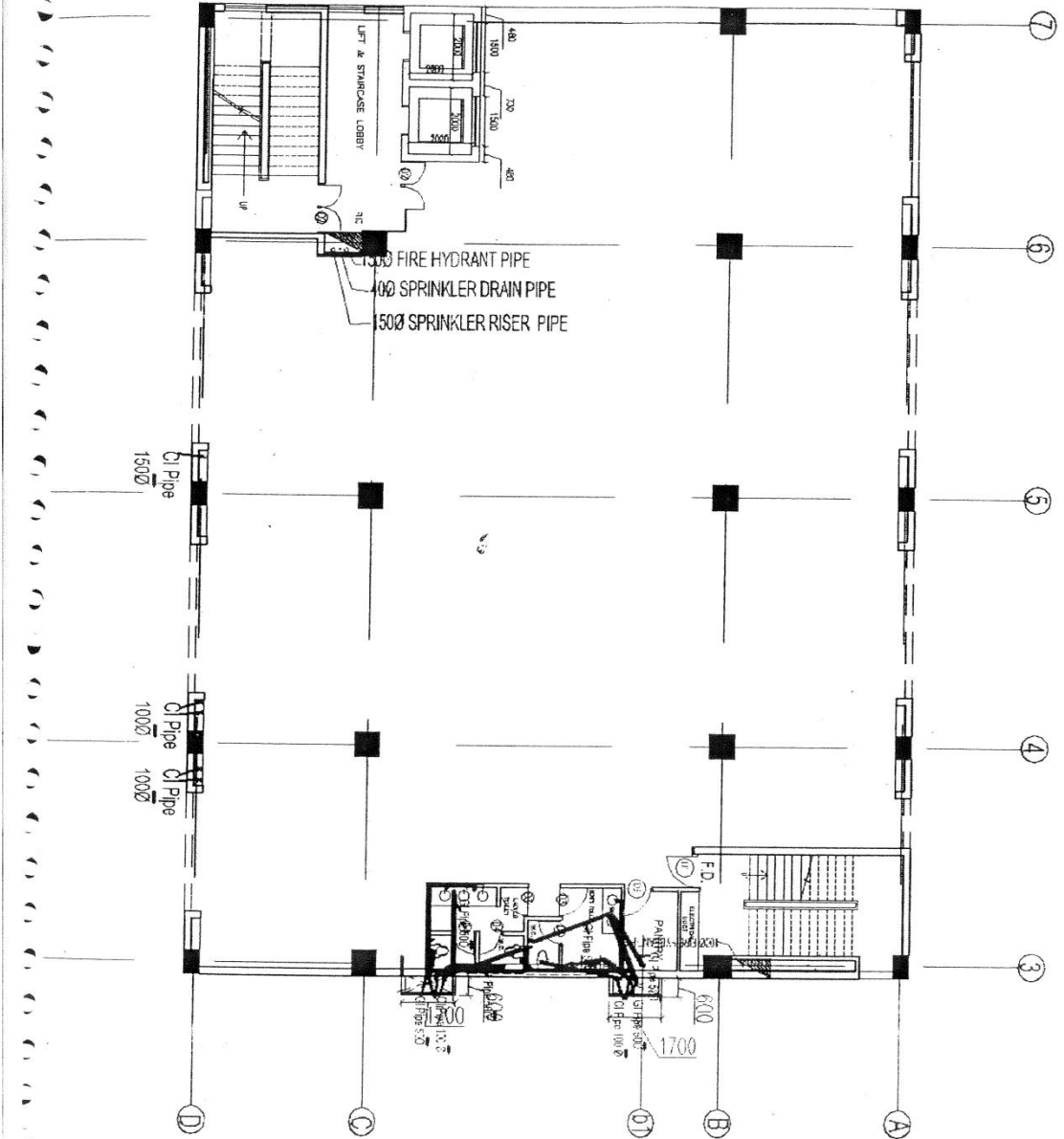
NO.	TYPE	SIZE	SYMBOL	DESCRIPTION
1	DOOR	1200 X 2100	1200	DOOR WITH GLASS
2	WINDOW	1200 X 1800	1200	WINDOW WITH GLASS
3	WINDOW	1200 X 1800	1200	WINDOW WITH GLASS
4	WINDOW	1200 X 1800	1200	WINDOW WITH GLASS

PROJECT: STILT FLOOR PLAN
 DATE: 30/10/11
 DRAWN BY: JASWAL & ASSOCIATES
 CHECKED BY: JASWAL & ASSOCIATES
 PROJECT NO: 110017

OWNER: GARD BUILDERS
 CONTRACTOR: GARD BUILDERS & CONTRACTORS
 ADDRESS: 21/9, MAIN, VIKRAM, DELHI-110025

DESIGNER: JASWAL & ASSOCIATES
 ADDRESS: B-10/1, SARVODA, ANANDAPUR, DELHI-110017
 PHONE: 011-26101111, 26101112, 26101113, 26101114, 26101115

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NO.	DATE	DESCRIPTION
1	12/28/11	REVISION & FINISH SCHEDULE
2	12/28/11	COMPLETION PLAN

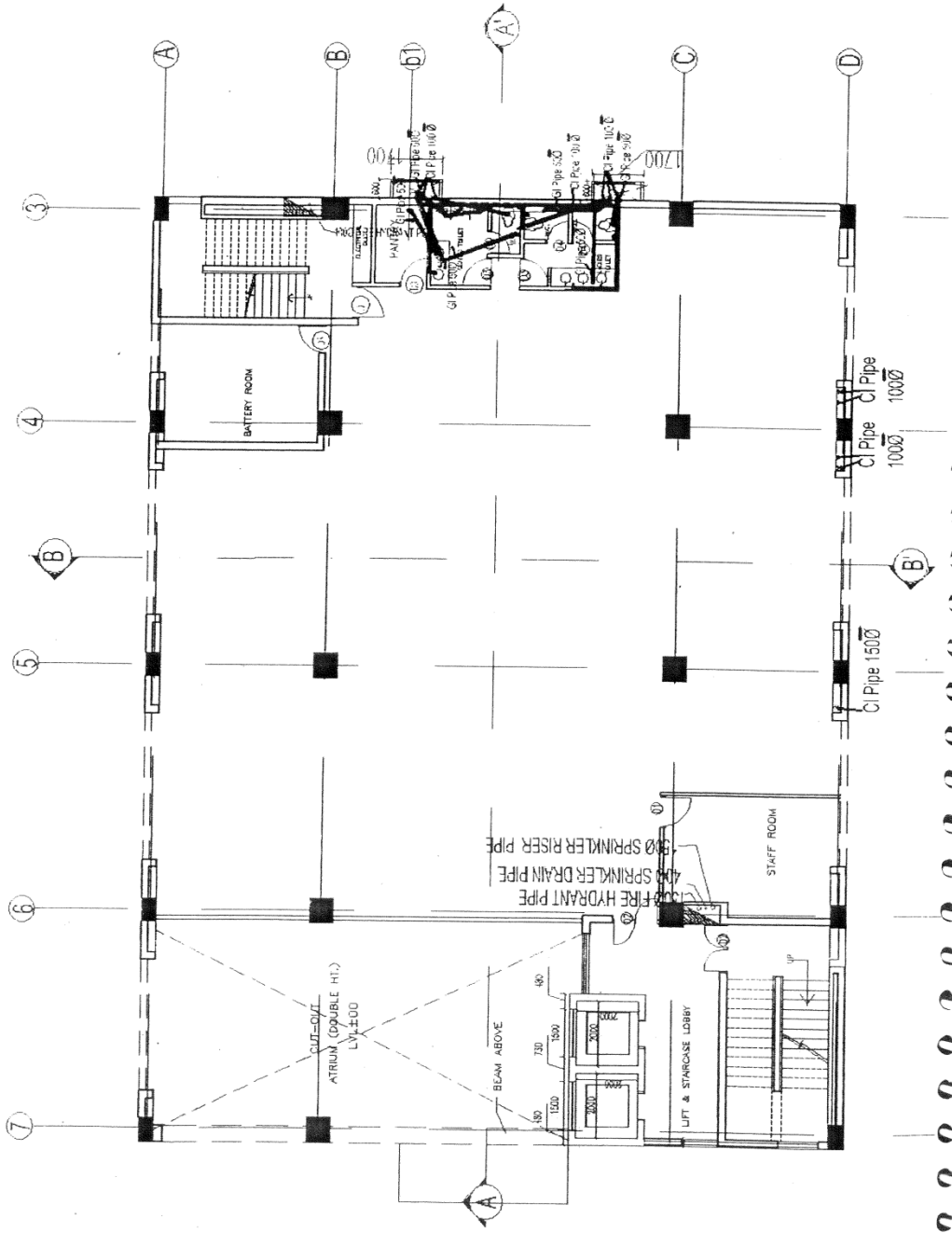
PROJECT: OFFICE COMPLETION PLAN
 DALLAS CORPORATION, 1777
 AT PLOT 160 INT. SECTION AND ELEVATION

NAME: NAVAZOIA
 TITLE: SECOND FLOOR PLAN
 DATE: 12/28/11
 SCALE: 1/8" = 1'-0"

COMP. BY: [Signature]
 CHECKED BY: [Signature]

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DATE	NO.	BY	CHKD.	DATE	NO.
PROJECT					
OFFICE BUILDING FOR					
PALTEL CORPORATION & ASSOCIATES LTD.					
AT 1511 WILSON AVENUE, TORONTO, ONTARIO					
COMPLETION PLAN					
FIRST FLOOR PLAN					
SCALE	DATE	BY	CHKD.	DATE	NO.
1:100	12/08/11				
DRAWN BY: [Signature]					



RAILTEL CORPORATION OF INDIA LIMITED

PROVIDING FACILITY MANAGEMENT SERVICES
FOR RAILTEL OFFICE COMPLEX BUILDING, PLOT- 143, SECTOR-44,
Gurugram- 122 003.

TENDER DOCUMENT

VOLUME-II

➤ **BILL OF QUANTITIES (SECTION-5)**

TENDER NO. RAILTEL/2017/P&A/33/4

RAILTEL CORPORATION OF INDIA LIMITED
(A Government of India Undertaking under Ministry of Railways)

143, SECTOR-44,
Gurugram – 122003
(HARYANA)

SECTION-5
(Bill of Quantities)

BILL OF QUANTITIES

Name of work: Providing Housekeeping Services for RAILTEL Office Complex building at plot no. 143, sector-44, Gurugram.

Sl. No.	Description of Item	Unit	Rate per month in Rs. in figures (excluding Tax)	Applicable Taxes	Total all inclusive rate per month
1	Housekeeping sevices, Cleaning & Maintenance of entire building including boundary wall and compound area.	Month			
2	Operation & Maintenance of Internal and External Luminaries fans, sliding glass door, Front Iron gate with boundary wall and signage/ logo, Inverter and Solar powered electric systems.	Month			
3	Operation & Maintenance of internal water supply, sanitation, sewerage (internal & external), Sensors, Water Coolers, RO water purifier, hand dryers, Sump Pumps, centrifugal pumps and maintenance of Rain Water Harvesting System.	Month			
4	Pest Control and Fumigation	Month			

5	Upkeep and Maintenance of furniture like almirahs, Compactor, Filing cabinet, work stations, chairs, locks, partitions and Hardware fittings etc.	Month			
	Total amount per month (excluding Tax)				
	Total amount for 24 months (including service tax) (in figures and words)				

Remarks: 1) Scope of work under each items of BOQ shall be as per details given under “Spectrum of Services”

Date.....

Signature of Authorised Representative of the bidder.....

Place

Bidder's Stamp.....



RailTel Corporation of India Ltd.

A Government of India (Ministry of Railways) Undertaking

Tender Notice No. RailTel/2017/P&A/33/4

Dated: 01.12.17

RailTel Corporation of India Ltd.(RailTel) invites open Tenders in sealed covers (double packet system) for providing Facility management Services at RailTel office Complex Building, Plot 143, Sector 44, Gurugram, Haryana.

a)	Starting date of Tender documents	02.12.2017
b)	Closing time & date for sale of Tender	22..12.2017 upto 17.00 hrs
c)	Closing time & date for submission of Tender	26.12.2017 upto 15.00 hrs
d)	Opening of tender documents	16.12.2017 at 15:30
e)	Estimated cost	5800000/-
d)	Earnest Money (EMD)	116000/-
e)	Cost of Tender Document	5900/-
For further details please visit RailTel websit www.railtelindia.co . Tender may also be downloaded from this website. Any further modification/Corrigendum, clarification to the tender will be published only on this website.		
Plot 143, Institutional area Sector-44, Gurugram, Haryana-122003 Tele. 0124-2714251 Fax : 0124-4236084		

