



RAILTEL CORPORATION OF INDIA LIMITED

2nd Floor, B-Block, Rail Nilayam, Secunderabad – 500 071.

TENDER DOCUMENT

Tender No: RailTel/Tender/OT/SBC/Security services/2016-17/47 Dt.-26.12.2016

Name of Services: *Providing Security Personnel at 7 Field Locations in Karnataka State on Outsource basis for the Office of The General Manager, RailTel Corporation of India Ltd. Bangalore Territory as per the Schedule of work and specifications given in this Tender Document.*

Tender Document Sold to: M/s.





RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region Head Quarters, Second Floor, B-Block, Rail Nilayam, Secunderabad-500071 (AP)
visit www.railtelindia.com, Tel: 040-27821134 Fax: 27820682,
Corp.& Regd.Office: 10th Floor, Bank of Baroda Building, 16-Parliament Street, New Delhi-110001.

NOTICE INVITING TENDER

Tender Notice No. **RailTel/Tender/OT/SBC/Security services/2016-17/47 Dt.26.12.2016**

RailTel Corporation of India Ltd., Southern Region, Secunderabad invites sealed tenders from established contractors with proven experience for “Providing Security Personnel at 7 Field Locations in Karnataka State on Outsource basis for RailTel Corporation of India Ltd, Bangalore Territory”.

As per the Schedule of work and specifications given in this Tender Document.

Sl No	Security required	Estimated Service Charges payable per year for 7 locations excluding service tax	EMD (Rs)
1	Providing Security Personnel in General shift (8-hrs shift i.e. 09.30 to 18.30 hrs,with lunch break from 13.30 hrs to 14.30 hrs) at various field locations in Karnataka State for RailTel, Bangalore Territory	9,64,659/-	22,187/-

a)	Sale of Tender Documents.	From: 30.12.2016
b)	Closing of sale of Tender Documents	31.01.2017 at 12.30 hrs (by hand)
c)	Submission of tender documents.	31.01.2017 on or before 15.00 hrs.
d)	Opening of tender documents.	31.01.2017 at 15.30 hrs.
e)	Earnest Money (EMD) as specified above will be payable by Bank Draft in favour of RailTel Corporation of India Limited, Secunderabad	
f)	Cost of Tender Document for Tender # is. Rs. 2500/- inclusive of VAT @14.5% (Rs.3000/- if required by post incl. of VAT 14.5%) payable by Bank Draft in favour of RailTel Corporation of India Limited. Secunderabad from any scheduled bank (Non-Refundable)	

Cost of Tender Document shall be paid in the form of Demand Draft drawn in favour of **RailTel Corporation of India Limited, Secunderabad** from any scheduled bank. Tender document can be purchased from the Office of The Regional General Manager (Southern Region), RailTel Corporation of India, Secunderabad, on any working day or can be downloaded from the web site **www.railtelindia.com**. Documents down loaded from web site shall accompany the payment for the cost of the document in the form of D.D as mentioned at clause “f” above during the submission of

Tender document. Documents received without the cost of tender will summarily be rejected#. **The tender document should be sealed in a cover duly superscripted tender No., and name of the work** and shall be dropped in the Box kept in the office of Regional General Manager (Southern Region), RailTel, Second floor, B-Block, Rail Nilayam, Secunderabad, as mentioned at clause “c” above. RailTel is not responsible for delay or loss in transit. The tenderer may be present at the time of opening of tenders, if they desire. The tender offers are deemed to be valid for acceptance for a period of 90 days from the date of opening of the tender. Late/delayed/ incomplete tenders and tenders with insufficient EMD* will be summarily rejected.

Small Scale Units registered with NSIC under single point registration scheme shall be exempted from the cost of tender documents. However, postage charges of Rs. 500/- would have to be paid by them, in case they need tender document by post.

* EMD for NSIC registered firm:

* Please refer clause no.1.2.5 under instructions to tenderers and conditions of tendering
Tender Notice and Tender Document are also available at our website www.railtelindia.com

Eligibility / Qualification criteria: deleted

Sd/-
Manager/P&A

1.0 INSTRUCTIONS TO TENDERERS

1.1 NAME & SCOPE OF THE WORK:

Providing Security Personnel at 7 Field Locations in Karnataka State on Outsource basis for the Office of The General Manager, RailTel Corporation of India Ltd. Bangalore Territory.

Sl.	Name of the Locations
1	Gudapalli Railway Station OFC building
2	Hubli OFC building
3	Belgaum OFC building
4	Dharwad OFC building
5	Malur MW Station/ OFC building
6	Bidadi MW Station/ OFC building
7	Nandi Hills MW Station/ OFC building

As per the Schedule of work and specifications given in this Tender Document.

1.2 TENDERING INSTRUCTIONS:

1.2.1 The tender document in original along with the schedule filled in and **duly signed and stamped on each page**, complete in all respects shall be enclosed in an envelope. The Tenderer shall also enclose in his offer that they accept all the RailTel's terms and conditions and have not offered any counter clauses. This envelope shall then be sealed and following shall be superscripted on the envelope:-

**“TENDER NOTICE No.: RailTel/Tender/OT/SBC/Security services/2016-17/47,
Dt.26.12.2016”**

1.2.2 Tender cover should be addressed to **The Regional General Manager, Southern Region, RailTel Corporation of India Ltd, II floor, 'B' Block, Rail Nilayam, Secunderabad-500071**. The Tender should be deposited in the Tender Box in the office of the Regional General Manager, Southern Region, RailTel Corporation of India Ltd. before **closing of the tender box at 15.00 hrs. 31.01.2017**

1.2.3 Tender sealed and super scribed as mentioned above can also be sent by Registered Post with acknowledgement due, to the above mentioned Office. The Tenders which are received after the time and date specified above shall not be considered. For delays by Department of Posts/courier agency RailTel will not be responsible.

1.2.4 **Offer:** The tenderers are required to quote percentage **rate for** the Schedule both in figures and words as indicated in the schedule. If there is any discrepancy in the quoted rates both in figures and words, the rates quoted in words will be taken as final. The tenderer has to quote for complete work

1.2.5 EARNEST MONEY

The tenderer shall deposit earnest money as mentioned in the preamble along with the tender in favour of **“RailTel Corporation of India Limited” payable at Secunderabad** in the form of **Demand Draft** of any Nationalized/Scheduled Bank. Bank Guarantee for earnest money is not accepted. Tenders without earnest money will be summarily rejected. The earnest money of successful tenderer will be retained as part of retention money for due and faithful fulfillment of a contract. The earnest

money of the other tenderers shall be returned to them. No interest will be payable on the earnest money deposit.

* For Small Scale Units registered with NSIC under single point registration scheme and participating in this tender, following exemptions shall be available

(i) They shall be exempted from cost of tender documents. However, postage charges of Rs. 500/- would have to be paid by them, in case they need tender document by post.

(ii) They shall also be exempted from depositing Earnest money.

These exemptions shall be applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC registration certificate for the tendered item/items, otherwise their offer would not be considered.

1.3 **DOCUMENTS TO ACCOMPANY THE OFFER:** The following documents as laid down hereunder are to be attached with their offer.

1.3.1 Tender document including schedule of work duly signed and stamped in each page.

1.3.2 Earnest Money Deposit (DD)

1.3.3 Work done/Experience certificate

1.3.4 Audited Balance Sheets for Turn over

1.4 **GENERAL**

1.4.1 All corrections and over-writing must be attested.

1.4.2 The Tenderer should read the conditions carefully and also see the schedule of work/supply before submitting the offer.

1.4.3 No counter conditions for the clauses laid down will be permitted.

1.4.4 The Tenderer must confirm to the specifications/special conditions.

1.4.5 Tenderer while quoting , may specifically note the following :-

a) The offer shall be inclusive of all taxes / duties as applicable at present.

b) Any statutory variation in taxes / duties, shall be to RailTel account and shall be admissible on production of valid documentary evidence. Tenderer must submit the taxes / duties structure considered by him while quoting the rates in a separate sheet including contractor percentage for each line item and it is mandatory.

c) Octroi duty / Municipal taxes, if any, shall be borne by the Contractor. RailTel will deduct income tax at source as per rates in vogue.

1.5 **AUTHORITY OF ACCEPTANCE/EVALUATION OF OFFERS:** The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser. However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever

1.5 **Contract Period:** one year from the date of issue of Letter of Acceptance extendable by one more year on same rate terms and conditions.

1.6 **Validity of offer:** The offer should be valid 90 days from the date of opening of tender

Section I
Chapter 1
Preamble

Tender No. RailTel/Tender/OT/SBC/Security services/2016-17/47 Dated --.12.2016

1. **Name of work:** Providing Security Services at 7 Field Locations in Karnataka State on Outsource basis belongs The General Manager, RailTel Corporation of India Ltd. Bangalore Territory, as per schedule of requirement:

Sl. no	Security Required	No. of Locations	Estimated Service Charges payable per year for 7 locations excluding service tax	EMD (Rs)
1	Providing Security Personnel in General shift (8-hrs shift i.e. 09.30 to 18.30 hrs, with lunch break from 13.30 hrs to 14.30 hrs) at various field locations in Karnataka State for RailTel, Bangalore Territory	7	9,64,659/-	22,187/-

2. **Tender Bid** The tender bid shall be submitted in **sealed covers** super scribed with Tender No and addressed to Office of the Regional General Manager,(Southern Region),RailTel Corporation of India Ltd, 2nd Floor, B-Block, Rail Nilayam, Secundrabad, AP-500071.**Awarding contract or not awarding is at the sole discretion of the RailTel Corporation of India Ltd**
3. **Tender offers:** The Tenderers are required to quote **% (percentage)** in figures and words as indicated in the schedule of requirement at Section II Chapter 3. Rate of service tax required to quote separately. If there is any discrepancy in the quoted rates both in figures and words, the rates quoted in words will be taken as final.
4. **Currency of the Contract:**
The currency of the contract shall be **one year** from the date of issue of LOA extendable by further period of one year depending on the performance of the contractor on the same rate, terms & conditions of the contract. However, the Contract may be terminated by giving one month's notice as and when required by RailTel.
5. **Eligibility / Qualification criteria:** deleted

However, the service provider should provide the details of the organizations/firms to which they have supplied manpower in the last 3 financial years (2013-14, 2014-15 and 2015-16) in the following format-

S. No.	Name of the organization	Contract No. and date	Period of the contract	No. of Man power Resources	Value of the contract	Executed Value of contract	Contact person of that organization with Tele No. & mail ID.

6. All tenders must be accompanied with Schedule of work attached as SOR duly filled in and signed complete with technical details. No unsealed tenders will be accepted.
7. The RailTel Corporation is not bound to accept the lowest or any tender nor assign any reason for doing so and RailTel Corporation reserves the right to accept any tender in respect of whole or any portion of the items specified. RailTel also reserves the right to add or delete any section. However, payment will be made on pro – rata basis on accepted rate.
8. **Earnest Money Deposit (EMD):** The tenderer shall submit for an amount mentioned above in the form of demand draft or Bankers Cheque from any scheduled bank the EMD amount in favour of RailTel Corporation of India Limited, Secunderabad, payable at Secunderabad.

No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit this Deposit if the successful tenderer fail to submit the Performance Guarantee / Security Deposit required by the terms and conditions of the tender. Tenders not accompanied by Earnest Money will be rejected. No bank guarantee for EMD is accepted.

The EMD will be refunded for unsuccessful Tenderers through RTGS/NEFT. All the Tenderers should submit format for RTGS payment as prescribed in this tender document

- 8.1 The Tenderers shall hold the offer open till such date as specified in Para/clause 10 below. It being understood that the tender documents have been sold/issued to the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not rescile from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by RailTel.

8.2 The earnest money may be forfeited:

- 8.2.1 If a tenderer withdraws its tender during the period of tenders validity specified below in Clause 10.
- 8.2.2 In the case of successful tenderer, if the tenderer not accepts / withdraw his offer against the letter of Intent (LOI) / Letter of Acceptance (LOA) or fails to Sign the contract within 15 days from the date of receipt of LOA.
- 8.2.3 To furnish performance guarantee / Security Deposit in accordance with clause no21 to22 of special terms and conditions.
- 8.2.4 The earnest money of unsuccessful tenderer will be returned within reasonable time to the unsuccessful tenderer but the RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon. If the tender is accepted, the amount of Earnest Money will be held as part security deposit/Performance Guarantee for due and faithful

fulfillment of contract. The Earnest Money of successful tenderer will be returned after the Contract Performance Guarantee/Security Deposit is furnished and formal contract duly signed is received by the purchaser.

- 8.2.5 Any tender not accompanied by Earnest Money in the approved forms as mentioned above will be **summarily rejected#** (Please refer clause no.1.2.5 under instructions to tenderers and conditions of tendering for NSIC registered firms)
- 9 The rate quoted in the schedule should be excluding taxes. Tenderer's special attention is invited to the fact that no material shall be arranged /supplied by RailTel.
- 10 The tenderer shall keep **the offer open for a minimum period of ninety days** from the date of opening of the tender within which period the tenderer cannot withdraw his offer. Any contravention of this condition will make tenderer liable for forfeiture of his earnest money deposit
- 11 The submission of tender will be deemed to imply that this memorandum and all documents enclosed have been studied and understood and the tenderer is aware of the full scope of the work to be done and the conditions affecting the execution.
- 12 The tenderer shall not increase the quoted rates in case RailTel Corporation negotiates for reduction in rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer.
- 13 If the tenderer deliberately gives wrong information in his tender or creates such circumstances for the acceptance of his tender the RailTel Corporation reserves the right to reject such tender at any stage.
- 14 The successful tenderer shall sign an agreement for the execution of the work as tendered by him and accepted by RailTel Corporation within fifteen days of issue of LOA.
- 15 In all matters, decision of Regional General Manager, RailTel Corporation of India Ltd, Secunderabad, will be final.
- 16 **An extra amount of Rs. 500/- per call will be paid as Emergency call charges (for attending the work during non-working hours on call). This claim has to be submitted along with monthly bill duly certified by TM/SBC and supported by NOC statement.**

SECTION - II

CHAPTER-1

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS

Tenders are invited on behalf of M/s. RailTel Corporation of India Limited, Bangalore-560023 from established and reliable Agency for Providing Manpower at 7 locations belongs to General Manager, RailTel Corporation of India Ltd, , Bangalore

1.1 The Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Schedule of Requirements and all Annexure & Forms etc. shall, hereafter, be collectively referred to as the "**Tender Papers**".

1.2 **Tender offer:** The tenderer(s) are required to quote **percentage rate** both in figures and words as indicated in the schedule. If there is any discrepancy in the rate quoted between figures and words, the rates quoted in words will be taken as final..

2. INTERPRETATIONS

The following terms wherever occurring in the tender papers and wherever used throughout the execution of the work, shall, unless excluded by or repugnant to the context, have the meaning attributed thereto as follows:

"**CONTRACT**" Means the Contract resulting from the acceptance by the Purchaser of this Tender whether in whole or in part.

"**CONTRACTOR**" Means the successful Tenderer, i.e., the Tenderer whose Tender has been accepted either in whole or in part.

"**CONTRACTOR'S REPRESENTATIVE**" Shall mean a person in supervisory capacity who shall be so declared by the Contractor and who shall be authorized under a duly executed power of attorney to receive materials issued by the Purchaser to the Contractor for the works. He shall be responsible for proper execution of works at each or all places and shall take orders from Purchaser's Engineers and carry out the same.

"**ENGINEER / ENGINEER-IN-CHARGE**" Shall mean an executive of RailTel In-charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all field works covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to.

"**ENGINEER'S REPRESENTATIVE**" Shall mean the supervisor of RailTel in direct charge of the works.

"**EQUIPMENT**" Means all or any equipment considered necessary by the Purchaser's Engineers for satisfactory operation, as a whole, of the installations.

"**MONTH**" Means any consecutive period of thirty days.

"**MATERIALS**" Means all equipments, components, fittings and other materials including raw materials required to complete the work..

"**PURCHASER**" Means M/S RailTel Corporation of India Limited, 2nd Floor, 'B' Block, Rail Nilayam, Secunderabad – 500 071.

"**PURCHASER'S ENGINEER**" Means the Executive Director of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.

"**SUB-CONTRACTOR**" Means an individual or a firm of Contractor or a Company registered under Indian Company Act or an approved supplier of materials to whom the Contractor sublets portions of the contract.

"**CONSIGNEE**" Means the person specified in the Acceptance of Tender to whom Stores are to be delivered at the destination.

"**INSPECTING OFFICER**" Means the person, or organization specified in the contract for the purpose of inspection of stores of work under the contract and includes

his/their-authorized representative.

“RailTel” Means M/s. RailTel Corporation of India Limited, Southern Region, 2nd Floor, ‘B’ Block, Rail Nilayam, Secunderabad – 500 071.

“SITE” Means the areas to be taken up by the permanent works, together with any other area or areas as shall be determined by the Purchaser's Engineer, which may be placed at the disposal of the Contractor for the purpose of the contract and also such area or areas used for store yards, works yards or workshop in proximity of the works as the Purchaser's Engineer may have authorized as an extension of the site, irrespective of the terms and conditions under which they are occupied by the Contractor.

"TENDERER" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submit the Tender which has been invited.

"WORK OR WORKS" Means all or any of the items of the work for which the Tenderer /Contractor has Tendered/contracted according to the specifications, drawings and Annexure hereto annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.

"WRITING" Includes all matters written, typewritten or printed either in whole or in part.

3. LOCAL CONDITIONS

- 3.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchase on account of any local condition or factor.
- 3.2 The intending tenderer is advised to study the tender papers carefully. Any submission of a quotation by the tenderer shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his quotation. Failure to adhere to anyone or all these instructions may render his offer liable to be ignored without any reference.
- 3.3 Should a tenderer find discrepancies in, or omission from, the drawings or any of the Tender papers or he has any doubt to their meaning, he should at once notify the RailTel who may send a written clarification to all Tenderers.

4. COMPLIANCE TO TENDER CONDITIONS

- 4.1 The tenderer shall indicate paragraph by paragraph for each section of the tender document that either his tender complies in every respect with the requirements of each clause and sub clause or if not, precisely how they differ from the requirements of the tender. In later case, the tenderer shall enclose a separate statement as per proforma given, indicating only the deviations for any clause or sub clause of Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Technical Specifications, Preamble etc. which he proposes with justifications for

deviations proposed. The purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final (see Form 5).

5 SUBMISSION OF OFFERS

- 5.1** All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be summarily rejected.
- 5.2** In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the **next working day**.
- 5.3** All offers shall be either type written or written neatly in indelible ink in English. Each page of the offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right hand corner of the top page. The supporting documents should be submitted either in original or duly signed by the authorized signatory of the tenderer. The original documents shall be produced for verification when called for.
- 5.4** All copies of the tender papers shall be signed by the tenderer, on each page including closing page in token of his having studied the tender papers carefully.

6. RATES IN FIGURES & WORDS:-

- 6.1** All prices and other information like discounts etc., having a bearing on the price shall be written both in figures and in words in the prescribed offer form. In case of difference in words and figures the amount written in words will be taken in to consideration.
- 6.2** In the event of any discrepancy between unit rate and total cost, the value shown in unit rate will be taken for evaluation purpose.
- 6.3** In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.
- 6.4** **ATTESTATION OF ALTERATION:** No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/tenderers in his/their entries must be signed (not initialed) by him/them.

6.5 The bid shall consist of the following:

- i) Tender Document complete including Offer letter
- ii) Schedule of works (i.e., Schedule of Requirements) percentage basis duly signed by the tenderer in figures and words.
- iii) Earnest Money in prescribed form
- iv) Experience Certificate and Audited Balance Sheets towards eligibility criteria.

7. CONSTITUTION OF FIRM AND POWER OF ATTORNEY

- 7.1** Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -
- (a) As sole proprietor of the concern or as attorney of the sole proprietor;
 - (b) As a partner or partners of the firm;
 - (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized

- by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association
- 7.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 7.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 7.4 In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- 7.5 The duly notarized Power of Attorney, Partnership Deed, Memorandum of Joint Venture as the case may be in original or duly signed.
- 8. UNIT /PERCENTAGE PRICES:** The unit/percentage prices should be quoted by the Contractor after taking all the relevant factors into consideration and these should be Firm without any variation clauses. The prices shall be quoted in rupees for the units under metric system. The prices shall be inclusive of all taxes and statutory payments (excluding service tax). Rate of service tax should be quoted separately.
- 9. VALIDITY OF OFFER:** The tenderer shall keep the offer open for a minimum period of 90 (ninety) days, from the date of opening of tender. Within that period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.
- 10. RATES DURING NEGOTIATION:** The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.
- 11. NON-TRANSFERABILITY AND NON-REFUNDABILITY:** The tender documents are not transferable. The cost of tender document is not refundable.
- 12. ERRORS, OMISSIONS & DISCREPANCIES:** The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the misinterpretation shall be entertained.
- 13. WRONG INFORMATION BY TENDERER:** If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.
- 14. AUTHORITY OF ACCEPTANCE:** The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser.

However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

15. AGREEMENT: The successful tenderer/s shall be required to execute an agreement with the representative of RailTel for carrying out the work according to the tender documents as indicated.

16. TENDERER'S ADDRESS: Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the Tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post.

17. EVALUATION OF OFFER

The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser.

However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.



SECTION - II
CHAPTER-2
Special Terms & Conditions

1. **Supply of Security Personnel:** The Security Personnel will have to be supplied by the Agency within 15 days of award of contract.
2. **License from the Authority:** The Agency has to obtain the required licenses from the licensing authority of respective Department/Circle/Division/Other units as and where applicable before deployment of Security Personnel in this office.
3. **Requirement of Security:** The Agency shall provide outsource Security Personnel for different departments such as Technical, Marketing, Finance & Accounts and HR, Field locations, POPs anywhere in Karnataka State as per the indent indicating the educational qualifications and experience.
4. **Selection of Candidates:** On receipt of the Indent, the Agency will have to direct 3 to 4 candidates for each category of requirement for their interview for the particular post. For this purpose the agency shall maintain Manpower bank, the details of which shall be enclosed to the tender.
5. **Re-deployment of existing Security Personnel denovo:** The Agency may re-deploy the existing Security Personnel denovo. In such cases it will be responsibility of the concerned Agency that the PF subscriptions already recovered in respect of the such Personnel/staff through the earlier Agency /employer are transferred/maintained by obtaining form No. 13 from the erstwhile employer/ Agency with in a period of 2 months from the execution of the agreement with RailTel corporation.
6. **Integrity of the Security Personnel provided and verification of their antecedents:** The personnel supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Agency before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect is to be submitted to this office. The Agency will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Agency shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
7. **Deployment of Security Personnel:** The Agency shall engage necessary persons as required by this office from time to time. The Deployment of personnel is to be on yearly basis. Thus deployment/arrangement of the personnel should be in such a manner that there shall be no violation of any leaves Rules and weekly off days. The said persons engaged by the Agency shall be the employee of the Agency and it shall be the duty of the Agency to pay their salary every month.
8. **Relationship of the Security Personnel with RailTel Corporation:** There is no Master and Servant relationship between the employees of the Agency and this office and further that the said person of the Agency shall not claim any absorption in this office or the Government of India.
9. **Under taking from the security Personnel deployed:** The Agency's personnel shall not claim any benefit/compensation/absorption/ regularization of services from/in this office under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the Agency to this office.

10. **Confidentiality in the official work:** The Agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative / organizational matters as all are of confidential/secret nature.
11. **Conduct and discipline of the Security Personnel:** The Agency's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The Agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any manner detrimental or prejudicial to the interest of this office. The decision of the officer In charge upon any matter arising under the clause shall be final and binding on the Agency.
12. **Age limit:** That the persons engaged shall not be below the age of 18 years or above the age of 65 years and they shall not interfere with the duties of the employees of this office.
13. **Functional control of the Security Personnel:** The functional control over the personnel deployed by the Agency will rest with this office and the disciplinary administrative/Technical control will be with the Agency.
14. **Attendance of the Security Personnel:** Both the Agency and this office will maintain attendance register in respect of the Security Personnel deployed by the Agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates advised from time to time.
15. **Working Hours of the Security Personnel:** In RailTel Corporation, the Security to be provided 8-hrs shift i.e. 09.30 to 18.30 hrs, with lunch break from 13.30 hrs to 14.30 hrs at various field locations in Karnataka State. Pay may be deducted on pro rata basis, if a substitute is not provided for that period of absence of the Security Staff..
16. **Deployment of Security Personnel on short notice:** After the finalization of the contract, the Agency must provide the required number of Security Personnel/additional Security Personnel as per RailTel's requirement on a week's notice. If any personnel leaves the Agency for whatsoever reasons, the Agency must immediately provide replacement if the same is required by RailTel.
17. **Replacement of Security Personnel:** This office may require the Agency to dismiss or remove from the site of work, any person or persons, employed by the Agency, who may be incompetent or for his/ her/their misconduct and the Agency shall forthwith comply with such requirements. The Agency shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
18. **Providing Substitutes:** The Agency shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.
19. **Providing photo Identity cards to Security Personnel:** The Agency has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately. In addition RAILTEL will provide one identity card.

20. **Remuneration payable to Security Personnel:** The remuneration payable to all Security staff deployed by the Agency will be decided as per *Minimum Wages declared by the Central Government from time to time* and the Agency shall pay the monthly salary/allowances/overtime allowances etc if any, as advised by RailTel Corporation of India Ltd. Salary / allowances if any are to be disbursed by the Agency strictly as per the directives of RailTel Corporation. The PF/ESI contributions in respect of both employee and Employer's contributions as per statutory instructions.
21. **Disbursement of salary to Security Personnel:** The Agency will have to arrange salaries to the staff through ECS/RTGS directly to their respective SB Accounts with any of the Banks in India. The salary in respect of each of the outsourced staff should be credited within seven working days of the following month. Opening of an account with the same bank/branch where the agency is having an account should not be insisted under any circumstances. Pay slips shall be given to all the personnel by the time of salaries disbursed.
22. **Compliance of statutory obligations** That the Agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to Employees Provident Fund, ESI Act etc. and this office shall not incur any liability for any expenditure whatsoever on the persons deployed by the Agency on account of any obligation. The Agency will be required to provide particulars of EPF, ESI of its employees deployed in this office. The Agency will comply all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time.
23. **ESI coverage to all Security Personnel:** All the Security staff deployed by the agency in RailTel Corporation should be covered under ESI (if the SecurityStaffgross fall within ESI limits). The ESI cards should be issued within a period of one month.
24. **Absence from duty:** No wage/remuneration will be paid to deployed persons for the days of absence from duty.
25. **Service Charges:** Service charges will be payable at an agreed value based on LOA/Contract agreement.
26. **Raising of bills:** After disbursement of salaries, the Agency will send the Invoice/Bill to RailTel Corporation. The Agency will submit the bill in duplicate of a particular month in the first week of the next month indicating details of the payment made to each staff. The Invoice/Bill should also indicate the Service Charges and Service Tax etc . Along with the Invoice/Bill the Agency should also enclose RTGS statement issued by the bank towards payments of salaries, Photostat copies of the PF chalan and ESI contribution, Service Tax and P.Tax/ Insurance of the previous month/quarter for the records of this office.
27. **Release of payment against invoices:** The release of payment will be subject to the submission of following documents.
 - Documentary evidence in support of PF/ESI deposit, S.Tax and P.Tax for all outsourced staff for the previous month, RTGS statement issued by the bank towards payment of salaries/allowances.
 - A statement indicating the details of remittance of PF/ESI etc in respect of each individual outsourced staff for each month.
 - Documentary evidence of deposit of PF/ESI at the end of the financial year (with statement indicating details of each individual staff.
28. **Payment through RTGS:** Invoices will be passed and payment will be arranged to the agency within 15 working days from the date of receipt of invoice .Payment will

be arranged through RTGS. The Agency will have to provide the Bank authenticated details to RailTel Corporation.

- (l) An extra amount of Rs. 500/- per call will be paid as Emergency call charges (for attending the work during non-working hours on call). This claim has to be submitted along with monthly bill duly certified by TM/SBC and supported by NOC statement**

29. **Tax Deduction at Source:** TDS will be deducted on the claims of the Agency as admissible and also based on the certificate provided by the Agency. TDS certificate will be issued at the end of the financial year.
30. **Penalty :** An amount of Rs.25000/- will be levied for non-compliance of Contractual / Statutory provisions viz., PF/ESI/P.Tax/Service Tax etc., for the month for which discrepancies were noticed & also irrespective of non-compliance of clauses 15 to 23 and 28, 36 of section II, chapter 2 of special Terms and conditions.
31. **Contact with the service provider:** The Agency shall be contactable at all times and messages sent by phone /e-mail/ fax / special messenger from this office shall be acknowledged immediately on receipt. The Agency shall strictly observe the instructions issued by RailTel Corporation in fulfillment of the contract from time to time.
32. **Indemnity against Loss/Theft/damage etc:** That the Agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by its employees and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the Agency, then the Agency shall be liable to reimburse this office for the same. The agency shall keep this office fully indemnified against any such loss or damage. For any accident/ casualty occurred during the course of working to any staff engaged by the Agency, the responsibility will remain with the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency and this office will no way be responsible for it or any other clause mentioned above.
33. **Responsibility of Recovery of dues/returnable items from Security Personnel:** When any outsourced personnel provided by the agency to RailTel Corporation leaves the Agency, Agency should arrange recovery of any dues of RailTel Corporation from him/her along with any returnable item supplied by RailTel to those personnel. If the personnel leaves without no dues certificate from RailTel Corporation, the recovery due, if any would be made from the agency by RailTel corporation.
34. **Security Deposit (SD):** An amount equivalent to 5% of the Agreement value has to be remitted in the form of Bank Draft/Irrevocable Bank Guarantee in favour of RailTel corporation of India Ltd payable at Secunderabad valid till three months beyond the completion period for due fulfillment of contract.
35. **Contract Performance Guarantee (PG):** An amount equivalent to 5% of the Agreement value has to be remitted in the form of Bank Draft/Irrevocable Bank Guarantee in favour of RailTel corporation of India Ltd payable at Secunderabad valid till three months beyond the completion period for due fulfillment of contract.
36. **Signing of Agreement:** The successful bidder will enter into an agreement with RailTel/Bangalore office for supply of suitable and qualified manpower as per requirement of on these terms and conditions on non judicial Rs. 100/- stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement. The agreement will be valid for a period of ONE YEAR commencing from DATE OF

ENTERING THE AGREEMENT and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of **One Year** and no request for any change/modification shall be entertained before expiry of the period of One Year. The contract/agreement is extendable for another one year by mutual consent on yearly basis subject to satisfactory performance of the Agency and such amendments as mutually agreed to.

37. **Transfer/pledge/Sub contract:** The Agency shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
38. **Notice period for termination of contract:** The agreement can be terminated by either party by giving one months notice in advance. If the Agency fails to give one month's notice in writing for termination of the Agreement then one month wages etc and any amount due to the Agency from the office shall be forfeited.
- 39a. **Settlement of Claims** That on the expiry of the agreement as mentioned above, the Agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Agency, it shall be the entire responsibility of the Agency to pay and settle the same.
39. That if any amount is found payable by the Agency towards, wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from the security deposit to the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
40. **Dispute Settlement/Arbitration:** In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Regional General Manager/SR/ CMD, RailTel Corporation of India. In the event of the matter remaining un resolved each party to the contract shall appoint one arbitrator each, who in turn shall appoint the third arbitrator. The arbitration shall be conducted in the English/Hindi language and the venue of the arbitration shall be in Delhi.
41. **Jurisdiction:** The courts of Delhi will have sole jurisdiction over action/s or proceedings arising out or in relation to any dispute arising in respect of the agreement reached by the parties to the contract.
42. RailTel Corporation reserves the right to reject any or all the tenders without assigning any reason whatsoever and the decision of the management shall be final and binding on all the bidders.

SECTION - II

CHAPTER-2.01

Additional Terms & Conditions for Security Agencies (The Security Contract)

1. **The Security Agency** shall carry out the Security, watch and ward for the specified locations as per requirement and instructions given to them by the RailTel Authorities from time to time.
2. **Guidelines** for jobs to be carried out by the Security Agency will have to be followed strictly. Any modification in the jobs will be carried out with the approval of the RailTel Authorities.
3. **The Security Agency** shall render the services on the job contract basis, which includes of PF contributions, ESI contribution (not applicable to Service Man) and any other statutory provisions and liabilities to be discharged by the Security Agency.
4. **Security Personnel** to be deployed shall be preferable ex-servicemen, with robust health and clean record preferable within age group below 45. The watch and ward will be round the clock and 7 days of the week and shall be changed as per requirement of the authority from time to time. In case there is any change in employment of the Security Guard, such change shall be intimated by Security Agency in writing well in advance.
5. **The Security Agency** shall employ their own staff/employees as may be required for the purpose of execution of the work, which shall be subject to the approval of the authorities.
6. **The Security agency** agrees to discharge all their legal obligations of their employees in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provisions of laws in force that may be applicable to them from time to time, viz. statutory obligations under Contract labour (Regulations& Abolition) Act 1970. Minimum Wages Act, Workman's Compensation Act, EFP and MP Act, Industrial Dispute Act etc. The Security Agency agrees to indemnify and keep indemnified RailTel, Bangalore from any claims, loss or damages that may be caused to the RailTel, Bangalore on account of the Security Agency's failure to comply with their obligations under the various law towards their staff/employees employed by them or any loss or damage to RailTel, Bangalore due to act/omissions of contractor or his Personnel.
7. **The stationery items** like registers, scales writings pads, pencils, staplers etc. will not provided by RailTel and uniform will not allowed to be washed in the RailTel Premises. The uniform of the security personnel and other related items as mentioned above would be provided by the Security Agency. RailTel has to pay only the amount, which has been agreed to as per LOA.
8. **The Security Agency** shall submit their Bills after the completion of each month during the first week of the following month or the services rendered previous months to RailTel, Bangalore. The payment will be made by cross cheque/RTGS on receipt of confirmation regarding satisfactory execution of services by the Officers authorized for this purpose. In case, the services are not provided up to the satisfaction of the authorities, suitable deductions will be made from the payment at the discretion of the RailTel, whose decision shall be final and binding on the Security Agency.
9. **The Security Agency** agrees to get all the security staff/personnel members and their employees insured against any liability arising under the workman's compensation act or under common law. The Security Agency agrees to indemnify against any

claim that the RailTel, Bangalore may have to meet in respect of their staff members and/or workman/employees on account of any accident or for any other reason.

10. **It is further clarified** that under no circumstances, the staff members and/or the workmen/employees or the Security Agency shall be treated, regarded or considered or deemed to be the employees of the RailTel, Bangalore and the Security Agency alone shall be responsible for their remuneration, wages and to their benefits and service conditions of all the employees deployed by the Agency and shall indemnify and keep indemnified the RailTel, Bangalore AGAINST ANY CLAIM THAT may have to meet towards the employees or the Security Agency.
11. **Further it is to be agreed** that the Security agency will ensure that no theft or damage RailTel, Bangalore property should take place during the tenancy of the service contract of the Security Agency. In case any damage to the RailTel's property occurs during the service contact period with the Security Agency due the negligence of the security staff/employees/personnel of the Security Agency, the Security Agency shall be held responsible for such losses and damages, if after a properly constituted enquiry (consisting of two member of the RailTel and one member of the security agency) come to the conclusion that the loss is attributable to the negligence on the part of the security personnel of the security agency. The Security agency shall attend all the police cases from time to time during the contact period, if required.
12. **The Security Agency** will provide the Security Services in 8-hrs shift i.e. 09.30 to 18.30 hrs, with lunch break from 13.30 hrs to 14.30 hrs
13. **If any question or dispute** arises between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights or liabilities of the parties hereto, than such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the RailTel, Bangalore, his award shall be governed by the provision of the Arbitration & Conciliation Act 1996 for the time being in force in Indian Union and shall be binding on both the parties (RailTel and Security Agency) hereto.
14. **Notwithstanding anything** contained in clause 13 it is expressly agreed and understood that the RailTel, at its sole discretion, will terminate the agreement in case of following contingencies:
 - a) If the Security Agency fails to execute the work entrusted to the satisfaction of the RailTel, of which the RailTel shall be the sole judge.
 - b) If the Security Agency fails to discharge their legal obligations towards the employees security personnel's employed at RailTel premises/locations.
 - c) If, for any reason whatsoever, the security agency is not able to perform their part under this Agreement for continuous period of ten days or more.
 - d) If the security agency commits breach of any of the clauses of the agreement.
 - e) If the RailTel is required to pay any damages and/or compensation and/or any payment to their customers/visitors on account of any negligent action and/or misbehavior on part of the security agency.
 - f) If the security agency is unable to give proper account of tools, equipments etc. entrusted to them for their custody and fail to return when demanded for the execution of work under this agreement.
 - g) The Security Agency shall inform RailTel immediately of their having been granted the approval by the Government of India to operate as Private Security Guards Agency under regulation of Employment and Welfare Act 1981. The Security Agency shall obtain the license under section 12 of the Contract Labor (Regulation & Abolition) Act 1970 from the Competent Authority and shall also keep them

registered with any other concerned authority as required by any other law. During the currency of the agreement Security shall have license under section 12 of the Contract Labour (R&A) Act 1970. In default of these, agreement will be liable to be terminated.

- h) RailTel will not be made liable to answer any officials under Security Funds Board. It shall be the sole responsibility of the Security Agency to satisfy any of the officials of the Security Guards Board.
- i) Under no circumstances, the RailTel shall be made liable or additional monetary involvement than what has been mutually agreed.

PENALITY CLAUSE

- a) The Security Supervisors and Security guards/personnel on duty must possess cap, proper uniform, lathi, whistle, torch-light, name badge, shoes and identity card etc.
- b) No Security supervisors/Security guards/personnel perform double duty, in case if they are found performing double duty or remain absent from the duty a penalty of double the wages shall be recovered from the security bill.
- c) A daily list of Security Supervisors and Security Guards on duty should be provided to this office.
15. **A detailed list of Security Supervisors and Security Guards** along with their photographs attested by the Agency including permanent address should be provided to the office for record before taking over the charge of Security.
16. **The Security Agency** will have to furnish Registration Certificate of Service Tax
17. **The Security Agency** will have to furnish the Income tax Clearance Certificate (Latest)
18. **Declaration to the effect** that there is no legal dispute regarding minimum wages pending in the Labour Court/Industrial Court of Labour Commissioner.
19. **The Security Agency** will have to be enclosed Bank Draft towards EMD along with the tender documents while submitting the tender which will be refunded after finalization of contract to the unsuccessful Tenderers.
20. **Canvassing in any form** will be the disqualification.

Do's and Don'ts for the Security Agencies:

21. The Guard should be healthy, desirable physique and proper experience and may be shuffled from time to time.
22. The Guard should be able to communicate in Hindi, Kannada and also in English, if possible.
23. The Guard should perform one shift per day;
24. The Guard should not develop social relationship with RailTel Staff and its vender/contractors staff.
25. The Guard should be provided with uniforms, Whistle, torch, Lathi, Stationery etc.
26. The Guard should wear neat uniforms while on duty along with identity cards.
27. They should not leave the point unless and until the reliever comes for shift duties.
28. The Security Supervisors will maintain all the Registers, which are kept at main gate and other points.
29. They have to verify all building, rooms etc to ensure as to whether all rooms and building are locked properly.
30. Security Guard must be on patrolling in the locations/compus by rotation and while

- patrolling, he should check all the buildings/rooms locks including Generator/AC etc.
31. They should not give lenient or casual impressions in the duties and they should be alert and attentive.
 32. They should observe movement of the staff, labors, visitors etc.
 33. They should not allow anybody with vehicles to office or inside the campus without proper entry in the visitors register.
 34. All the vehicles are to be parked in the parking place only. The vehicles should be checked by the Security Guard on duty while coming inside hand while going out also.
 35. Proper entries to be made while handing over key to any staff of RailTel and while taking over too.
 36. The Security Personnel should follow strict attendance and alternative arrangement is to be made by the agency whenever any security guard going on leave under intimation to this office.
 37. Changing of Security Guards should be intimated to the caretaker. Patrolling to be identifying points to be carried out every hour in the night.
 38. The Security Staff should follow the codal formalities of Security System while on duty.
 39. The Security Personnel should ensure that proper gate pass has been issued by the Competent Officers for the items taken out of the campus. In case of any doubt, they should immediately contact officer in charge-Security.

OFFER LETTER

To,
Regional General Manager,
RailTel Corporation of India Limited,
2nd floor, B Block, Rail Nilayam,
Secunderabad-500 071 .

I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to provide Man Power on hiring/outsourcing basis as per Schedule of requirement given in the Tender Document in Chapter 3 at the rates quoted in the attached schedule and hereby bind myself/ourselves. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs. _____ as an Account Payee Demand Draft No. _____ dt. _____ issued by _____ in favour of RailTel Corporation India Ltd. Secunderabad is herewith forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period to that effect.

SIGNATURE OF SUPPLIER (S) with Seal

Date:

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

- 1.
- 2.

SECTION II
Chapter 3
SCHEDULE OF REQUIREMENT

Name of the work: -Providing Security Services at 7 Field Locations in Karnataka State on Outsource basis for the Office of The General Manager, RailTel Corporation of India Ltd. Bangalore Territory.

S. No	Security required	Places required	Unit	No. of Locations	Estimated Cost for 7 locations @15637/- per location <u>excluding Service Tax</u>	Service Charges offered by Tenderer in percentage in figures	Service Charges offered by Tenderer percentage in words
1	Providing Security Personnel in General shift (8-hrs shift i.e. 09.30 to 18.30 hrs,with lunch break from 13.30 hrs to 14.30 hrs) at various field locations in Karnataka State for RailTel, Bangalore Territory as per scope, terms and conditions given in tender document	Seven (7) locations in Karnataka State as indicated in page .4	Nos.	7	9,64,659/-	22,187/-	

Note:

1. Rate quoted should be inclusive of all taxes, duties and freight excluding service tax which should be shown separately
2. If any discrepancy in Rates in figures and words, rates in words shall be taken as final.
3. The above qty/locations. may vary depends on requirement from time to time.

Signature of Tenderer with Seal

IMP. NOTE: An extra amount of Rs. 500/- per call will be paid as Emergency call charges (for attending the work during non-working hours on call). This claim has to be submitted along with monthly bill duly certified by TM/SBC and supported by NOC statement Tenderer has to sign below as acceptance of above extra payment of Rs.500/- and no need to quote separately.

Signature of Tenderer with Seal

Format for instruction to be provided by vendor/contractor for RTGS payment to be made to them by RailTel against tenders.

Date:

To
M/S RailTel Corporation of India Ltd.
10thFloor,Bank of Baroda Bldg.
16,SansadMarg
New Delhi-110001

Dear Sir,

Re: Option for payment of our bills/dues relating to tenders floated by RailTel.

Kindly refer to tender no. _____ dated _____
Which was awarded to our company as per your award letter no. _____ dated _____
.Against the above LOA participated/awarded to us,we authorize you make payment of dues/bills to us in RTGS/EFT mode against the particulars mentioned below:

1. Name of the agency as given in Bank account
2. Name of the Bank
3. Bank Code
4. Branch Name
5. Branch Code
6. Branch address
7. Bank account no.
8. Bank account type (savings / current/Over Draft
9. IFSC code
10. NEFT Code
11. Agency's Address

12. Agency's Telephone & Mobile no.

We also enclose herewith a copy of canceled cheque of the above mentioned bank account for verification of particulars.

I hereby declare that the above particulars given above are correct and complete.

Encl: As above.

(Sign & Seal of the Vendor)

Certified that the particulars furnished at item no. 1 to 6 above are correct as per our records.

**Signature of Authorized
Official from the bank.**

GURANTEE BOND FOR SECURITY DEPOSIT
(On Stamp Paper of requisite value)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, (Herein after called RailTel) having its Registered Office at 10th floor, Bank of Baroda Building, 16 SansadMarg, New Delhi – 110001 and Regional office at 2nd floor, B-Block, Rail Nilayam, Secunderabad agreed to exempt..... (Hereinafter called “ the said Contractor(s)”) from the demand, under the terms and conditions of an LOA/Agreement No.dated.....made betweenand for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We, indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We,Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. 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.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability 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 there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

4. We, Bank further agree that the Guarantee herein 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 the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and

conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) Further agree with the RailTel that the RailTel 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 Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel 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 to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel 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 affect 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) Supplier(s).
7.(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated -----
for
(Indicate the name of the Bank)

Witness

1. Signature
Name

2. Signature
Name

