

**RAILTEL CORPORATION OF INDIA LIMITED  
(A Govt. of India Undertaking)**

**OPEN TENDER DOCUMENT**

**FOR**

**“APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT  
(PMC) TO PROVIDE ARCHITECTURAL AND CONSULTANCY  
SERVICES FOR CONSTRUCTION OF SINGLE ROOM &  
DOUBLE ROOM MASONRY BUILDINGS (**BRICK  
STRUCTURE**) AT VARIOUS RAILWAY STATIONS FOR  
NORTHERN REGION OF RAILTEL”**

**TENDER No. RailTel/OT/NR/PMC/2016-17/04 Dated 10.01.2017**

**रेलटेल  
RAILTEL**

**A Government of India  
Undertaking**

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**RailTel Corporation of India Limited**  
**(A Govt of India Enterprise)**  
**Regional Office: 6th floor, Block-III, Delhi IT Park,**  
**Shastri Park, Delhi-110 053**

**OPEN TENDER NOTICE**

**Tender No. RailTel/OT/NR/PMC/2016-17/04**

**Dated: 10.01.2017**

Executive Director , RailTel Corporation of India Limited, Northern Region , Delhi, invites the sealed Open Tenders in “single packet” system from established contractors with proven experience for the work of “**Appointment of Project Management Consultant (PMC) to provide Architectural and Consultancy Services for Construction of Single Room & Double Room Masonry Buildings (Brick Structure) at various Railway Stations for Northern Region of RailTel.**”

<b>Sale of Tender Document</b>	<b>From 11.01.2017 to 10.02.2017 (From 11:00 Hrs to 17:00 Hrs)</b>
<b>Last date &amp; time of submission of tender:</b>	<b>Up to 15:00 hrs on 13.02.2017</b>
<b>Date &amp; time of opening of tender:</b>	<b>At 15:30 hrs on 13.02.2017 (If the date of opening happens to be a holiday the tender will be opened on next working day at same time.)</b>
<b>Approximate cost:</b>	<b>Rs. 20,79,577/-</b>
<b>Earnest money:</b>	<b>Rs. 42,000/-</b>
<b>Completion period:</b>	<b>Valid till completion of the Project</b>
<b>Validity of offer:</b>	<b>90 days from the date of opening of tender.</b>
<b>Cost of Tender Document:</b>	<b>Rs. 5,250/- (Five Thousand Two Hundred Fifty only) (incl. VAT @5%) and Rs. 5,775/-(Five Thousand Seven Hundred Seventy Five only) (incl. VAT @5%), if required by post</b>
<b>Note:</b>	<b>Tender Document may be obtained between 11:00 hrs to 17:00 hrs from 11.01.2017 to 10.02.2017 from the office of Executive Director, Northern Region, Delhi by paying the cost of tender document through Bank Draft in favour of “RailTel Corporation of India Limited” payable at Delhi. RCIL shall not be responsible for late receipt of tender documents for any postal delay, if required by post.</b>

Tender Notice and Tender Document are also available on RailTel’s website and can be downloaded from [www.railtelindia.com](http://www.railtelindia.com). The cost of Tender document shall, however, have to be deposited along with tender bid in the form of Demand Draft as detailed above.

**GM/Project**  
**For RailTel Corporation of India Ltd**

## Chapter I

### OFFER LETTER

To,  
RailTel Corporation of India Ltd.,  
Northern Region,  
6<sup>th</sup> Floor, Block III,  
Delhi IT Park, Shastri Park,  
Delhi-110 053

1. I/We \_\_\_\_\_ have read the various conditions to tender 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 execute the “**Appointment of Project Management Consultant (PMC) to provide Architectural and Consultancy Services for Construction of Single Room & Double Room Masonry Buildings (Brick Structure) at various Railway Stations for Northern Region of RailTel**” for **RailTel/OT/NR/PMC/2016-17/04 dated 10.01.2017** for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to provide the Architectural and Consultancy Services as per Work Order/acceptance letter. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the services according to the Scope of Work laid down by the Railtel for the present contract.

2. A sum of **Rs. 42,000/- (Rupees Forty Two Thousand only)** as on Account Payee Demand Draft No. ----- dt. -----issued by ----- 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 or do not deposit the security deposit (Performance Bank Guarantee) within 7 days after receipt of orders to that effect.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

- 1.
- 2.

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## Chapter II

## SCHEDULE OF FEE (PRICE SCHEDULE)

No. RailTel/LT/NR/PMC/2016-17/04

Dated: 10.01.2017

**Schedule of Fee:**

SN	Name of Rly. Station	Territory	Qty
	<b>Single Room</b>		
1	Jalandhar, Beas, Amritsar, Dhariwal, Gurdaspur, Bharoli, Hiranagr, Jammu, Batala, Dausa, Rajpura, Solan, Jagadhri, Bareilly, Moradabad, Gajraula, Dhampur, Nazibabad, Saharanpur, Haridwar, Roorkee, Dehradun, Jind, Mansa, Bhatinda, Sirhind, Dhuri, Sunam, Malerkotla, Jhakkhal, Jagraon, Phoswara, Rohtak, Moga, Makhu, Sonipat, Karnal, Kurukshetra, Morinda, Anantnag, Srinagar, Banihal, Baramulla, Katra, Kapurthala	Chandigarh	45
2	Kosi, Palwal, Dholpur, Raja Ki Mandi, Tundla, Pora, Khurja, Muzaffar Nagar, Muradnagar, Hapur, Gwalior, Dabra, Lalitpur, Faridabad, Okhla, Tughlakabad, Bulandshahr, Idgah, Fatehpur Sikri	Delhi	19
3	Alwar, Mahendergarh, Loharu, Churu, Ratangarh, Kolayat, Sird, Phalodi, Osian, Luni, Bandikui, Dosa, Ringas, Beawar, Chandawal, Pali, Falna, Sirohi Road, Abu Road, Dhirera, Mahajan, Suratgarh, Hanumangarh, Mandi Dabwali, Makrana, Jaisalmer, Shri Bhadriya Lathi, Ramdeora, Sujangarh, Didwana, Degana, Merta Road, Pipar Road, Bhildi, Dhanera, Malwara, Modran, Bishangarh, Samdari	Jaipur	39
4	Amethi, Gonda, Hardoi, Jaunpur, Mau, Partapgarh, Raebarelli, Shajahanpur, Shankergarh, ShriKrishna Nagar, Sultanpur, Gyanpur, Ghazipur, Phephna, Sarayan, Sitapur, Shahganj, Azamgarh, Mankapur, Ayodhya, Thawe, Pokhrayan, Orai, Moth	Lucknow	24
	Sub Total		<b>127</b>
	<b>Double Room</b>		
1	Firozpur	Chandigarh	1
2	Ghaziabad, Meerut, Jhansi, Agra Fort, Mathura, Aligarh	Delhi	6
3	Jaipur/MW, Jodhpur, Bikaner	Jaipur	3
4	Allahabad, Kanpur, Varanasi	Lucknow	3
	Sub Total		<b>13</b>
	<b>Total Rooms</b>		<b>140</b>
	<b>Total Estimated Cost of the Project</b>		<b>Rs. 6.95 cr</b>

**Tenderer's offer.:** I/We hereby offer to do the work of providing professional services and works defined in tender document covering the above sections with fee chargeable @ % of the total cost of the project at \_\_\_\_\_ % above/below (in figures).

\_\_\_\_\_ % above/below (in words)

Signature of the Tenderer

## CHAPTER III

### Commercial Terms & Conditions

#### **1. Eligibility Criteria, Offer letter and Validity of Offer**

- 1.1 The firm should have executed atleast one Similar PMC Service for one single work costing at least Rs. 6,95,51,085/-, or two PMC Services for two works costing at least Rs. 3,47,75,542/- each or 03 similar PMC Services for 3 works costing at least Rs. 2,31,83,695/- each in last three Financial Year (i.e. 2013-14, 2014-15 & 2015-16).

The similar PMC Service means:

**“Project Management Consultancy (PMC) to provide Architectural and Consultancy Services for construction of civil works involving civil, structural and finishing”**

The bidder shall submit required documents in support of executing similar works/services.

- 1.2 The total contact amount received by the tenderer during the last three years should be a minimum of 150% of the advertised tender value of the work. (Last audit report from registered Chartered Accountant to be enclosed).
- 1.3 The bidder shall complete the offer letter and the price schedule furnished in the bid documents.
- 1.4 The offer should remain valid for a period of **90 days** from the date of opening.

#### **2. Scope of Project Management Consultancy**

- 2.1 Broadly, Masonry Buildings (single room/double rooms) are to be provided at various stations on different sections in respective Railways for housing SDH equipments and Power Plants etc. A total of 127 nos. of single room & 13 nos. of double room Masonry Buildings are to be constructed as per details given in the Schedule of Fee.
- 2.2 The proposed scope of work/services to be awarded to PMC firm is given in Chapter V.

#### **3. Period of Consultancy:**

Period of PMC firm shall be valid till completion of the Project.

#### **4. Payment Terms**

- i) The fees shall be based on the contract value, adjusted retrospectively. Payment shall be made within 15 days on submission of bills and certification by RailTel's Engineer, subject to statutory deductions. The fees shall be paid on basis of estimated cost till the finalization of the contractor for execution of job.

- ii) The PMC shall be liable for Income Tax, Sales Taxes and/or any other taxes, toll, customs duty of any kind, fees, octroi, royalty etc. in respect of the contract. The rates shall be firm irrespective of any variation in the prevailing rates of taxes, duties, levies, octroi etc.
- iii) All payment due to the contractor shall be subject to deduction of Income Tax under Section 194 of the Income Tax Act as may be applicable. The RailTel shall, however, issue a certificate to the contractor for the Income tax as recovered from them.

**5.1 Stages of Payment :**

PMC will be paid fee for the services provided as per the following stages of work:-

<b>Stages</b>	<b>% of Fees</b>
<b>Stage-1:</b> On submitting the final design Incorporating the suggestions of RailTel comprising of Plans, elevations, sections, perspective view and the revised cost estimates and approval thereof by RailTel.	10% of the total fees payable.
<b>Stage-2:</b> On submitting Building Plans for approval to respective Railways and after obtaining approval thereof (approval will be obtained by RailTel).	20% of the total fees payable less payment already made.
<b>Stage-3:</b> On submitting basic working drawings and details and detailed item wise cost estimates and approval thereof by RailTel.	30% of the total fees payable less payment already made.
<b>Stage-4:</b> On submitting tender documents comprising of detailed specifications, bill of quantities, tender drawings and RailTel/Railway standard terms & conditions sufficient for inviting bids from contractors and approval thereof by RailTel.	40% of the total fees payable less payment already made.
<b>Stage-5:</b> On award of job to the contractor including technical and price evaluation of bids.	45% of the total fees payable less payments already made.
<b>Stage-6:</b> On submission of complete set of all the working drawings marked “Good for Construction” and details sufficient for execution of work at site.	60% of the total fees less payment already made.
<b>Stage-7:</b> During the course of construction of work at site.	Further 30% to be paid in installments based on the gross value of job done certified in contractor’s bills.
<b>Stage-8:</b> On submission of “As build drawings” and after obtaining completion certificate from RailTel authorities.	Balance 10% payment making the total equivalent to 100% of the fees payable.

**6. QUANTUM OF WORK AND VARIATION IN QUANTITIES**

- 6.1 The quantities quoted in the Schedule are not firm and may be varied at the time of awarding and during the currency of the contract.
- 6.2 The quantity indicated in the Schedule of Requirements is the estimated quantities in respect of the work and may change depending on the detailed survey/system design. On this and other developments, the purchaser may exercise the option of increase / decrease of the quantity of items of Schedule of Requirements by plus 25% (Twenty five percent) or minus 25% (twenty five percent) of the value of the contract respectively either within the scope of the work.
- 6.3 The Contract value may vary within +25% / -25% of the grand total of Schedule of Requirements as included in the Letter of Acceptance to tenderer, In case of variation in quantities the contractor shall be bound to carry out the work at the rates agreed in the schedule up to the limit of +25% / -25% variation in the value of contract and shall not be entitled to any claim or any compensation whatsoever.
- 6.4 Quantity variation beyond 25% will also be within the scope of the agreement. However, for the variation beyond +25% (a) for the first 15% increase in the quantity beyond 25% of agreemental value, the rates will have a reduction of 2% in the incremental value of the agreement. (b) and for the next 10% increase in the quantity, the rates will have an additional reduction of 2% in further incremental value of the agreement.
- 6.5 In case the execution of quantity is required to exceed +50% of the overall agreemental value, the rates shall be negotiated.
- 6.6 Variation in quantities with in the sections tendered must be accepted by Tenderer as per clauses 6.1 to 6.5 above.

## **7. Performance Bank Guarantee (PBG)**

The bidder is required to submit a Performance Bank Guarantee (PBG) within 7 days of issue of work order/awarding of contract/acceptance letter for **10 % of the value of the order and valid for a period of 4 months beyond closure of the contract towards satisfactory performance of contract.** The PBG shall be returned after successful completion of contractual obligation. The Performa for PBG is given in Chapter IV (Form A). The PBG will be forfeited if the contract is terminated by the RailTel on account of bidder.

## **8. Statutory Obligations & Deduction**

- 8.1 The PMC shall take insurance cover for his employees to cover the risk of accidental/death and payment of compensation under workmen compensation Act. Any cost(s) incurred by RailTel towards such compensation shall be recovered from bidder's account or otherwise.
- 8.2 Statutory deductions will be made at source as per the rules prevalent in the area of work.

**9. Award of Contract**

The RailTel shall consider awarding of contract on those bidder whose offers have been found technically and commercially acceptable and are lowest. The issue of work order/awarding of contract/acceptance letter of the offer shall constitute the award of contract on the bidder.

**10. Splitting of Order**

Deleted.

**11. RailTel's Right to accept any Bid and to reject any or all Bids**

The RailTel reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids, at any time prior to award of contract without any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the RailTel's action.

**12. BID PRICES, Taxes & Duties**

**12.1** The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance etc. The price shall be firm in Indian Rupees and FOR Destination.

**12.2** The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

**13. Clause wise Compliance**

Clause wise compliance statement of the Scope of Project Management Consultancy and Commercial Terms & Conditions shall be enclosed with the offer along with other documents in support of relevant clauses.

**14. Force Majeure**

Force majeure shall mean -

- War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection or military or usurped power, or civil war.
- Ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the works.
- Loss or damage due to the use or occupation by the Employer of any section or part of the permanent works, except as may be provided for in the contract.

- Loss or damage due to the extent that it is due to the design of the works, other than any part of the design provided by the contractor or for which the contractor is responsible, and
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

**15. Settlement of Disputes and Arbitration**

**15.1 With Private parties:**

15.1.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi. Arbitrator shall be appointed by Managing Director, RailTel Corporation of India Limited.

15.1.2 Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

**15.2 Arbitration with CPSE / Govt Department / Govt Organisation.**

15.2.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**16. Governing Laws**

This contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

**17. Recourse**

The RailTel shall have recourse to claim from the PMC for any costs, claims, demands, proceedings, damages and expenses whatsoever arising out of or in connection with any failure of the PMC to perform any of his obligations under the terms of contract.

18. **Termination for Default**

The RailTel may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part.

- a) If the bidder fails to comply any or all of the services within the time period(s) specified in the contract.
- b) If the bidder fails to perform any other obligation(s) under the contract;

In the event the RailTel terminates the contract in whole or in part, the RailTel may proceed, upon such terms and in such manner as it deems appropriate.

19. **Termination for Insolvency**

The RailTel may at any time terminate the contract by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect to the RailTel.

20. **Submission of Tender Bid (Single Packet System):**

20.1 The envelope shall be addressed to the RailTel at the following address:

**Executive Director/Northern Region,  
RailTel Corporation of India Ltd.,  
6<sup>th</sup> Floor, Block III,  
Delhi IT Park, Shastri Park,  
Delhi-110053.**

20.2 Earnest Money Deposit (EMD) equal to Rs **42,000/- (Rupees Forty Two Thousand Only)** in the form of Account Payee Bank Draft in favour of RailTel Corporation of India Limited, payable at New Delhi, should be enclosed with the tender bid. The envelope containing the bid should be sealed by the personal seal of the bidder. **Each and every page of the bid should be numbered and signed by authorized representative of the firm.** Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed with the bid.

20.2.1 The successful bidder's bid EMD will be discharged upon the bidder's acceptance of the work order/award of contract/acceptance letter satisfactorily and furnishing the performance bank guarantee in accordance with **clause 7**.

20.2.2 Tenders not accompanied by Earnest money shall be summarily rejected.

20.3 **The Tender document issued by RailTel should be signed on each page along with stamp of the company/Firm and should be submitted along with bid.**

20.4 The envelope shall bear **name of the Tender, the tender no. and the words "DO NOT OPEN BEFORE"** (due date).

- 20.5 Bid should be delivered to the above address so as to reach up to **15:00 hours** of **13.02.2017** The bids shall be opened at **15:30** hours on the same day in the above office in the presence of those representative of the bidders who choose to be present. Bids received after due date and time shall be summarily rejected and shall not be opened. If the above said date happens to be a holiday the same shall be done on the next working day.



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**Chapter IV**

FORM-A

**PROFORMA FOR PERFORMANCE BANK GURANTEE**

(On Stamp Paper of requisite value)  
(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, registered & regional office at 6<sup>th</sup> Floor, Block III, Delhi IT Park, Shastri Park, Delhi- 110053 (hereinafter called “the RailTel”) having agreed to exempt (M/s. Party Name and Address)..... (hereinafter called “ the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. ....(WO No.) Dated.....made between .....and..... for ..... (Name of Tender) (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, .....(Bank Name and Address) 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 WO/Agreement.

2. We, ..... Bank (Bank Name and Address) do hereby undertake to pay the amount 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 WO/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 (Bank Name and Address) undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(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 thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, ..... Bank (Bank Name and Address) 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 WO/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

..... We shall be discharged from all liability under this Guarantee thereafter.

5. We, ..... (Bank Name and Address) 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).

7. We, ..... (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.

8. Notwithstanding anything contained herein,

Our liability under the Bank guarantee shall not exceed Rs. .... (In Rupees)  
This Bank Guarantee shall be valid upto ..... and  
we are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before .....(date of expiry of guarantee)

\_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2017

for .....  
(Indicate the name of the Bank)

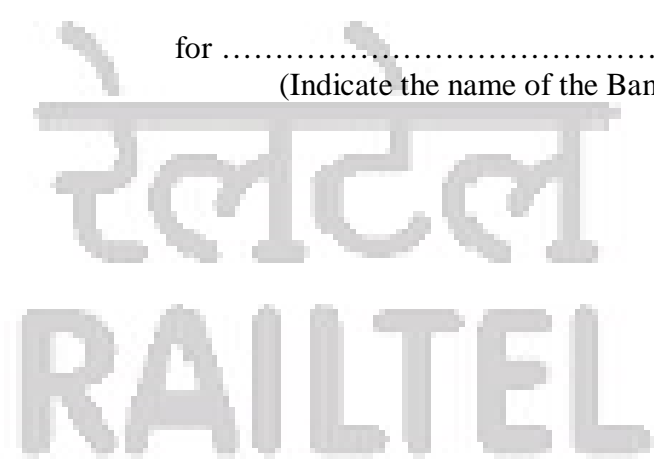
Witness

1. Signature

Name

2. Signature

Name



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**STATEMENT OF DEVIATIONS****( PROFORMA FOR STATEMENT OF DEVIATIONS)**

1. The following are the particulars of deviations from requirements of the conditions of Contract

Commercial Terms & Conditions ( Chapter -III)

Clause	Deviation	Remarks (Including Justification)
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2. The following are the particulars of deviations from requirements of the Scope of Project Management Consultancy (Chapter -V)

Chapter	Clause	Deviation	Remarks (Including Justification)
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**Note:** Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “no deviations”.

SIGNATURE AND SEAL OF THE  
MANUFACTURER / TENDERER

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**AGREEMENT**

(CA ..... No.  
.....)

This AGREEMENT is made at Delhi on this \_\_\_\_ day of \_\_\_\_\_ two thousand and Nine by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Regional office at 6<sup>th</sup> Floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053, acting in the premises through ED/Northern Region (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And \_\_\_\_\_ having its registered office at ----- acting in the premises through..... (hereafter referred to as "Contractor", which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for Tender by RailTel for the work of "....." for RailTel Corporation of India Limited as per tender papers at Annexure 'A' read with Corrigendum..... issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure 'B' hereto

AND WHEREAS the said Tender of the Contractor has been accepted for the work of "....." for RailTel Corporation of India Limited as per copy of Letter of Acceptance of Tender No. \_\_\_\_\_ dated \_\_\_\_\_ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri \_\_\_\_\_ for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of :

1. Signatures  
Date  
Name in Block Capitals  
Address:

2. Signatures  
Date  
Name in Block Capitals  
Address:

Signed and delivered by Shri. \_\_\_\_\_ for and on behalf of  
\_\_\_\_\_

The contractor within named in the presence of :

1. Signatures  
Date  
Name in Block Capitals  
Address:

2. Signature  
Date  
Name in Block Capitals  
Address:

- Annexure 'A' :Tender Paper No..... with corrigendum, if any.
- Annexure 'B' :Firm's offer.
- Annexure 'C' :Letter of Acceptance No..... with all enclosures.
- Annexure 'D' :Copy of Contract Performance Guarantee

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## Chapter V

### Scope of Project Management Consultancy:

#### **1.1 Scope of Work/Services:**

The scope of work proposed to be awarded to PMC shall include providing “Architectural and Consultancy Services for construction of 127 nos. of Single Storey Room & 13 nos. of Double Storey Room Masonry Buildings at various stations on various sections as per Schedule of fee.

Project Management Consultant shall provide the professional services i.e. basic design of the buildings, detailed engineering design and supervision, bill verification etc. in the following areas:-

- Architectural Design and site development.
- Structural Design: The structural design is included in scope of work. However, RailTel/Railway reserves the option to get the design checked by another reputed structural for the purpose and shall extend full cooperation for getting the same checked. Therefore, the PMC shall provide all the documents (design parameters adopted, structural analysis, Member Design, Design calculation, structural designs etc.) as required to check the design. The checking of design by the third party would not absolve the PMC of his responsibility for accuracy and soundness of design.
- Electrical design including general illumination, exhaust/ventilation etc.
- Project Management Services (PMS).

#### **1.2 Schedule of Professional Services:**

The services to be provided by the PMC shall include but not be limited to the followings:-

- i) Incorporating the suggestions and requirements of RailTel/Railway and finalizing the concept design prepared at the stage of design completion and submission of the revised cost estimates.
- ii) Prepare report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate surroundings.
- iii) Prepare drawings and documents to enable the RailTel to obtain requisite approval from respective Railways.

- iv) Furnish, report on measures required to be taken to mitigate the adverse impact, if any, of the existing and/or proposed development on its immediate environs.
- v) Prepare drawing (Building Plans) necessary for statutory approvals and ensure compliance with RailTel authority Bye-laws, codes, standards and legislation, as applicable and obtain the statutory approvals thereof. Effective follow-up and liaisoning with RailTel/Railway to obtain early sanctions.
- vi) Preparation of Tender Document comprising of, bill of quantities (SOR), detailed specifications, approved makes of materials, tender drawings, RailTel/Railway standard terms & conditions, detailed item-wise cost estimate based on latest rates with permissible escalation for scheduled items and market rates for non-scheduled items for the purpose of inviting Open Tender for selection of contractor.
- vii) Evaluation and analysis of technical as well as price bids of the contractors including making comparative statements, comparing the offers with the detailed estimated cost, attending techno-commercial discussion/pre-bid discussions, responding to the queries of contractors and advise RailTel on appointment of contractors.
- viii) Preparation of detailed working drawings and details comprising of Architectural, Civil, Structural and Utility and Services to be issued to the Contractor and Vendors, adequate and good for execution to work at site. The drawings shall be marked "Good for Construction".
- ix) Attending meetings in RailTel/Railway offices as and when required in connection with the work.
- x) Visit the site of work to inspect and evaluate the Construction Works, provide periodic supervision and where necessary clarify and decision, offer interpretation of the drawings/specifications, and attend conferences and meeting to ensure that the project proceeds generally in accordance with the conditions of contract and keep the RailTel informed and render advice on actions, if required. The visits to the site shall be at least once a week.
- xi) Monitoring and checking the performance of the Contractor as per schedule. Verification of contractor's bills for payment including examining and verifying the rate analysis for extra/substituted items.
- xii) Getting the work inspected at any level as required by the RailTel/Railway authority.

- xiii) Prepare and submit completion reports and drawings for the project as required and obtain “Completion/ Occupancy Certificate” from Railway/RailTel authorities.
- xiv) Preparation and submission of drawings including services and structures.

**1.3 Day-to Day Supervision:**

The PMC shall appoint a Civil Engineer for day-to-day supervision of work at site who will be deputed at site from start of work at site till the handing over of building including verification of final bill of contractors. The Engineers shall be a degree/diploma holder in the respective discipline with requisite post qualification experience. The fees of the PMC shall include the salary and expenses of site staff.

The scope of his services shall include but not be limited to the following:

- Guiding contractor in execution of job as per drawings and specifications.
- Ensuring that the quality of work done is as per specifications and drawings.
- Checking the bar-chart/PERT chart prepared by the contractor and up dated it from time to time.
- Organizing the Site meetings as per agreed schedule and preparation of minutes of meetings and circulating the same to the concerned parties.
- Maintaining requisite site records.
- Carrying out site tests of materials and recording test results, coordinate testing of materials and recording test results, Coordinate testing of materials form approved lab.
- Carrying out joint measurements of works with the contractor and processing bills of contractor for payments.
- Maintaining coordination among contractor, PMC and RailTel.
- Assisting RAILTEL’s Engineer to carry out Test Checks to measurements verified by the concerned RailTel Executive/Managers.
- Periodically showing the Site Records to RailTel/Railway Engineer for their verification.

PMC shall furnish the Bio-Data of Engineer for the approval of RailTel before deputing him at site. Additionally, the RailTel may ask the PMC to replace the Engineer in case his performance has not been found to be up to the mark and the PMC shall immediately act on it.

**Note:** Verification of quality of work and measurements by RailTel Engineer would not absolve the PMC of his responsibility towards quality of work and correctness of measurements and bills.

**1.4 Drawings and Documents to be supplied by PMC:**

The PMC shall supply the following quantities of drawings:

- 1.4.1 3 Sets of all the Drawings and Details for reference and record of RailTel.
- 1.4.2 6 Sets of all the working drawings marked “Good for Construction” and details (2 set each to the contractor, RailTel and PMC’s Engineer at site for execution of work at site).
- 1.4.3 2 Sets of ‘As Built Drawings “for reference and records of RailTel”’.
- 1.4.4 15 sets of tender documents along with drawings for inviting offers from contractors. Tender document in softcopy shall also be made available.
- 1.4.5 3 Sets of contract documents between RailTel and Contractor.
- 1.4.6 Original building plans sanctioned by Railtel.
- 1.4.7 Original Completion/Occupancy Certificate issued by RailTel.
- 1.4.8 One complete set of transparencies of all the drawings and details.
- 1.4.9 CD of drawings.

**1.5 Size of Drawings:**

The submission of building plans shall be made to the scale and size specified by the RailTel. Other drawings shall be of A2 or bigger size except for a single detail, which may be on A3, or bigger size.

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