



**RAILTEL CORPORATION OF INDIA LIMITED**

CAO/Construction Office Building- 4<sup>th</sup> floor,  
Southern Railway, 275E, EVR Periyar Salai,  
Egmore, Chennai- 600008.  
Tele: 044-26481271 fax: 044-26481272

**TENDER DOCUMENT**

**Tender No. RCIL/MAS/LT/SR/2021-22/02 Dt:09.03.2022**

**Name of the Work:**

Security arrangement for RailTel/Egmore office in Chennai Territory.



# RailTel Corporation of India Limited

*A Government of India (Ministry of Railways)  
Undertaking*

CAO/Construction Office Building- 4<sup>th</sup> floor, Southern Railway,  
275E, EVR Periyar Salai, Egmore, Chennai-600008.

Corp. Office: Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500 016

## TENDER NOTICE

**Tender No. RCIL/MAS/LT/SR/2021-22/02 Dt:09.03.2022**

RailTel Corporation of India Ltd., Chennai invites sealed tenders for the work of “Security arrangement for RailTel/Egmore Office in Chennai Territory”, as per schedule of requirement (SOR) for a period of one year as per details given below:

Sl. No	Staff Required	Qty. in No.	Approx salary for 4 persons as per minimum wages act for one year.	EMD (Rs.)
1	Security Staff	4	Rs. 12,85,706/- Excluding Manpower service charges and tax)	25,714/-

a)	Submission of tender documents.	22.03.2022 on or before 15.00 hrs.
b)	Opening of tender documents.	22.03.2022 at 15.30 hrs.
c)	Validity of offer	60 days from the date of opening of tender
c)	Earnest Money (EMD) to be paid by Bank Draft / F.D.R in favour of <b>RailTel Corporation of India Limited, Hyderabad payable at Hyderabad.</b>	

**General Manager/MAS**  
**RailTel Corporation of India Limited, Chennai**

**Section I Chapter 1**  
**Preamble**

**Tender No. RCIL/MAS/LT/SR/2021-22/02 Dt:09.03.2022**

**Name of work:** Security arrangement for RailTel / Egmore Office in Chennai Territory, RailTel Corporation of India Ltd., as per schedule of requirement:

Sl. No	Staff Required	Qty. in No.	Approx salary for 4 persons as per minimum wages for one year.	EMD (Rs.)
1	Security Staff	4	Rs. 12,85,706/- Excluding Manpower service charges and tax)	25,714/-

- Tender Bid :** The tender bid shall be submitted in sealed covers super scribed with Tender No and addressed to M/s. RailTel Corporation of India Limited, 275E, E,V.R Periyar Salai, Egmore, Chennai – 600 008. Awarding contract or not awarding is at the sole discretion of the RailTel Corporation of India Ltd.
- Tender offers:** The Tenderers are required to quote **(Percentage/per year)** in figures and words as indicated in the schedule of requirement at Section II Chapter 3. Rate of 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.
- Currency of the Contract:** The currency of the contract shall be **12 Months** from the date of issue of LOA. However, the Contract may be terminated by giving one month's notice as and when required by RailTel.
- The tenderer shall produce along with tender paper the documentary support for their experience. The offer document should be serially numbered. The offer of Tenderers, who do not comply with these conditions, will be rejected
- 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.
- 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.
- Earnest Money Deposit (EMD): Earnest Money Deposit (EMD):** The tenderer shall submit demand draft or Bankers cheque/FDR from any scheduled bank for a sum of **Rs.25,714/- (Rupees Twenty five thousand seven hundred and fourteen only)** in favour of RailTel Corporation of India Limited, Hyderabad, payable at Hyderabad.

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 RTGS FORM-1 of this tender document.

- 8 The Tenderers shall hold the offer open till such date as specified in Para/clause 11 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 rescale 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.

**8.1 The earnest money may be forfeited:**

- 8.1.1 If a tenderer withdraws its tender during the period of tenders validity specified below in Clause 11. 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.
- 8.1.2 To furnish performance guarantee / Security Deposit in accordance with clause no 24 to 25 of special terms and conditions.
- 8.1.3 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.
- 8.1.4 The tender not accompanied by Earnest Money in one of the approved forms as mentioned above will be **summarily rejected. However, Firms registered with NSIC/any other body specified by Ministry of MSME** for the tendered item are exempted from submission of EMD, 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 and will be rejected.

**9 For NSIC& MSME registered firm**

9.1 For Small Scale Units registered with NSIC& MSME under single point registration scheme and Participating in this tender, following exemptions shall be available. They shall be exempted from cost of tender documents. These exemptions shall be applicable provided units are registered with NSIC & MSME 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 & MSME registration certificate for the tendered item/items, otherwise their offer would not be considered.

- 9.1.1 Note: \* Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered supply/work/service is exempted from submission of tender document cost. These exemptions shall be applicable provided firms are registered with NSIC/MSME for tendered item/work 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/MSME registration certificate for the tendered item/work, otherwise their offer would not be considered.
- 9.1.2 \* Exemption of tender cost applicable to the firms of NSIC & MSME within the validity period provided the monetary limit is more than the tendered value otherwise they are not eligible for waiver of tender cost. The firm has also to submit

a declaration along with tender bid stating that: “I/We am/are a Micro and Small Enterprise registered from ----- (body approved by Ministry of MSME) with registration no -----and terminal validity up to .----- ----for similar service contracts” and details as per table below

**Declaration of Tenders awarded under NSIC/MSME**

S.No	No. of Tenders participated in current FY: 2021- 22 with NSIC/MSME	No. of Tenders Awarded in current FY: 2021-22 with NSIC/MSME	Details of awarded tender		
			Tender No & Date	Name of Services	Value in Rs.

**It may please be noted that supporting documents as above to be submitted i.e. copy of NSIC/MSME, declaration and details as per above table. Offers without above will be treated as invalid and summarily rejected.**

- 10 The unit rate quoted in the schedule should be **excluding taxes**.
- 11 The tenderer shall keep **the offer open for a minimum period of sixty 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
- 12 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.
- 13 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.
- 14 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.
- 15 The successful tenderer shall sign an agreement for the execution the work as tendered by him and accepted by RailTel Corporation within **fifteen days of issue of LOA**.
- 16 In all matters, decision of **General Manager (Southern Region), RailTel Corporation of India Ltd, Chennai**, will be final.

\*\*\*\*\*

## 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, Chennai-600 008 from established and reliable Agency for Providing Security arrangements for Railtel/Egmore Office in Chennai Territory.

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 **Unit 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, CAO Construction Office Building, 4<sup>th</sup> Floor, Egmore Chennai- 600 008.

"**PURCHASER'S ENGINEER**" Means the Regional General Manager 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, CAO/ Construction Office Building, 4<sup>th</sup> Floor, Egmore Chennai– 600 008.

**“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 him-self 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 pro-forma 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) rate/per year basis duly signed by the tenderer in figures and words.
  - iii) Earnest Money in prescribed form
  - iv) Any other information desired to be submitted by the tenderer.

**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 partner 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 PRICES:** The unit 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 tax). Rate of (tax) should be quoted separately.
9. **VALIDITY OF OFFER:** The tenderer shall keep the offer open for a minimum period of 60 (sixty) 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. Staff deputed by outsourcing agency for the job shall be of proper character and anecdotes and should be decent in behavior.
2. They should wear uniform/Apron with outsourcing agency name. They should also carry identity card issued by outsourcing agency.
3. The total requirements of staff is 4 (Security)
4. The staff shall be supervised by qualified person of the outsourcing agency by visiting the RailTel premises twice in a week.
5. The initial work pick-up for all the staff should be closely monitored by the Supervisor nominated by outsourcing agency.
6. The security schedule is given below:
  - a. The security has to ensure safety of all the materials of RailTel
  - b. To keep record of RailTel visitors
  - c. To keep record of Out/In materials
7. Integrity of the staff provided and verification of their antecedents: the person supplied by the Agency should not have any Police records/Criminal cases against them. The Agency should make adequate enquires about the character and antecedents of the persons whom they are recommending. The character and antecedents of person 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 found suitable by the office for any reasons immediately on receipt of such a request.
8. Deployment of staff: The agency shall engage necessary persons are 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.
9. Age limit: That the persons engaged shall not be below the age of 18 years or above the age of 45 years and they shall not interface with the duties of the employees of this office.

10. **Working hours/holidays and leave admissible to outsourced staff:** The RailTel Corporation, the personnel is expected to work for 8 hours a day for 6 days week. The timings for the same would generally be from 8.30 AM to 5:00 PM from Monday to Saturday. However, the above timing may be changed without any overall impact on the period of duty as per convenience or requirement of operation. The personnel would get a day off every week along with National holidays and Gazetted holidays.
11. **Deployment of staff on short notice:** The agency must provide the required number of staff/ additional staff 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.
12. **Replacement of staff:** 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.
13. **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.
14. Salaries to the staff engaged are to be paid by 5<sup>th</sup> of the following month through Bank Transfer.
15. Bill shall be paid every month on submission of invoice including salary payments to Manpower engaged by them the work satisfaction, for the month to be certified by DM/ Admin.
16. A register will be kept at RailTel office to note the regular working of the outsourced staff and schedule of maintenance carried out with entries made on daily basis.
17. In case of poor work or absence from duty by any outsourced staff, payment shall be deducted on prorata basis. Replacement in such cases shall be arranged at the earliest.
18. The outsourcing staff engaged in RCIL/Egmore office can avail rest on Sundays and National Holidays. Security engaged at RCIL/Chennai shall be 24 x 7.
19. Any damage to RailTel propriety due to negligence shall be rectified / cost borne by the agency.
20. Labour law provision shall be adhered to. Any issues with CEO or Labour Commissioner, Central or State shall be sorted out by the firm.
21. The outsourced staff working, periodically renamed gate pass shall be issued by RailTel.
22. Period of contract shall be for 12 months.
23. In case of poor performance of the agency, the agent shall be terminated with 7 days notice followed by 48 hours notice if no improvement.

24. **Security Deposit (SD):**

- 24.1 The security deposit amount will be equal to 5% of contract value for due fulfillment of the contract.
- 24.2 The Earnest Money already paid by the successful Tenderer will be adjusted towards payment of this Security deposit.
- 24.2 Balance amount towards SD shall be recovered from the contractor's "on account" bills as under:
  - (a) The rate of recovery should be at the rate of 10% of the bill amount till 5 % contract value is achieved.
  - (b) No interest will be payable upon the Earnest Money and Security Deposit

25. **CONTRACT PERFORMANCE GUARANTEE (PBG)**

- 25.1 On receipt of the Letter of Acceptance/PO of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of irrevocable bank guarantee from any Nationalized Bank or Scheduled Bank in the Form given in Tender document amounting to 5% of the contract value.
  - 25.2 The Instruments for Performance Guarantee should be valid for three months beyond the Completion period (2 years).  
Note: A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- 26 **Delay in submission of PBG:** The successful tenderer shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately (however not exceeding 60 days from the date issue of LOA). In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in retender for that work.
27. The tenderer along with tender shall submit the registration certificate to carry out Security service, PF, ESI, PAN& GST registration details.
28. The detailed working sheet for cost to company including service charge and tax should be furnished by the firm.
29. Necessary documents like PF, ESI deposited (Previous month) with employee details, the acknowledgement of having disbursed the payment (Monthly wage acquaintance Roll) etc are to be submitted along with claim.
30. The tenderer shall follow all statutory obligations as per Local/State/Central laws.
31. The tender is based on minimum wages and the minimum wages are subject to change from time to time. % Of Service charges will be based on minimum wages as per Government notification.
32. Example salary structure for security arrangement as per minimum wages is enclosed in annexure 1

\*\*\*\*\*

**OFFER LETTER**

To

General Manager,  
RailTel Corporation of India Limited,  
CAO/Construction Office Building- 4<sup>th</sup> floor,  
Southern Railway, 275E, EVR Periyar Salai,  
Egmore, Chennai-600008.

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 **60 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 ManPower on hiring 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.

1. 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 arrangement for RailTel / Egmore Office in Chennai Territory.

S. No	Staff required	Unit	Total Qty	Service charges for engaging the services of staff as below at an estimated salary of Rs.12,85,706/-(basic wages+PF+ESI). (Excluding Manpower Service Charges and tax) in percentage per Annum.	
1	Security Staff	Nos.	4	Percentage in fig	Percentage in words
2	Tax (to be quoted on entire value of the contract ( ie. Base value of Rs. 12,85,706/- Excluding Manpower service charges and tax).				

**Note:**

1. If any discrepancy in Rates in figures and words, rates in words shall be taken as final.
2. The above quantity may vary upto (+ / -) 25% depends on requirement from time to time.

**Signature of Tenderer with Seal**

**FORM-1**

**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.  
CAO/ Construction Office Building,  
4<sup>th</sup> Floor, Southeren Railway,  
275E, EVR Periyar Salai, Egmore, Chennai-08

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/NEFT 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/Overdraft)
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 Corp. Office: Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad-500 016 agreed to exempt..... (Hereinafter called “ the said Contractor(s)”) from the demand, under the terms and conditions of an LOA/Agreement No. ....dated.....made between .....and ..... 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

<b>Annexure 1</b> <b>EXAMPLE SALARY STRUCTURE FOR SECURITY AS PER MINIMUM WAGES</b>		
<b>S No</b>	<b>Description</b>	<b>Amount</b>
1	Basic (As per Govt order dt 1.10.2021)	637
2	VDA	158
3	Basic + VDA	795
4	for 26 days	20670
5	ESI (Employer Contribution @ 3.25% ) on Gross	672
6	EPF @(Employer Contribution @ 13% of 15000 ) on Basic Wages	1950
7	Sub Total	23292
10	Total - 4 staff for one year	<b>11,18,005/-</b>
<b>Additional 15% of total (As Govt is reviewing the minimum wages twice in a year)</b>		<b>167701/-</b>
<b>Final value for one year</b>		<b>12,85,706/-</b>