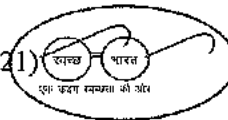


RailTel/COOPnA (FMS)/1/2021(Computer no. 12121)

A mini
ratna enterprise

PROVIDING FACILITY MANAGEMENT SERVICES
FOR RAILTEL OFFICE COMPLEX BUILDING, PLOT No. 143, SECTOR-44
GURUGRAM

Corporate office: Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

ELECTRONIC TENDER DOCUMENT

FOR

Providing Facility Management services (FMS)

AT

RailTel Corporation of India Ltd., Plot no. 143,
Sector-44, Gurugram

OPEN E-TENDER NO:

RCIL-COOPnA (FMS)/1/2021(Computer no 12121) dated 29.06.2021.

Due date for opening: 20th July 2021.

(This e-tender document consists of 113 pages)



[Handwritten signature]

RailTel/COOPnA (FMS)/1/2021(Computer no. 12121

DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by RAILTEL Corporation of India Ltd. (RAILTEL) or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The TENDER is not an offer by RAILTEL, but an invitation for bidders' responses. No contractual obligation on behalf of RAILTEL, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of RAILTEL and the Bidder.

रेलटेल
RAILTEL

A Government of India
Undertaking



RailTel/CO0PnA (FMS)/1/2021(Computer no. 12121

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This tender document consists of 113 pages.

* Government of India
Undertaken



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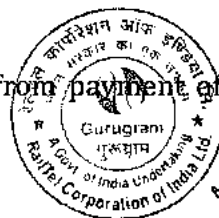
NIT (Notice Inviting e-Tender)

RailTel Corporation of India Ltd. (RailTel), Corporate office, East Kidwai Nagar/ New Delhi, invites E-Tenders in **"Two packet system"**, for **"Providing Facility Management services (FMS) for RailTel Gurugram office"** as per the specification given in the TENDER. The other details are as under:

a)	Availability of e-Tender.	On portal https://railtel.enivida.com from 29.06.2021
b)	Pre-bid meeting	At 11:00 am on 12.07.2021.
c)	Submission date of e-bids	Up to 15:00 hrs. of 20.07.2021.
d)	Opening of e-bids	15:30 Hrs. of 20.07.2021.
e)	Validity of offer	120 days from date of opening of e-tender.
f)	Estimated Cost	Rs. 74.50 Lakhs (Seventy-four lakhs and Fifty thousand only).
g)	Earnest Money (EMD)#*	Rs 1.49 lakhs (Rupees One Lakh and Forty-Nine Thousand only),
h)	Cost of Tender Document#*	Rs. 1500/- + 18% GST i.e Rs. 1770/- (Rupees One thousand Seven Hundred and Seventy only).
i)	Duration of contract	Two years extendable for a period of 12 months based on satisfactory performance and mutual agreement between RailTel and Agency.
j)	e-Tendering portal for submission of bids	https://railtel.enivida.com
k)	Tender Processing fee on eNivida*	Rs 8850/- (Including GST) – Rupees Eight Thousand Eight Hundred and Fifty only).

- (i) # Small scale Units registered with NSIC and MSME under single point registration scheme are exempted from cost of Tender Documents and EMD. These exemptions shall be applicable provided units are registered with NSIC/MSEs 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.

No exemption is, however, applicable to these units from payment of security deposit/Performance Bank Guarantee.



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- (ii) * To be submitted through <https://railtel.enivida.com> portal.

Note:

1. Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com or from the e-Tendering portal <https://railtel.enivida.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from portal <https://railtel.enivida.com>. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

2. EMD and Tender cost as stipulated is payable through RailTel's e-Tendering portal <https://railtel.enivida.com>. In case of any issue in deposit through this site, it may also be remitted in following account of RailTel Corporation of India Limited before the stipulated time and date of bid submission and the transaction details may be submitted with tender:

Account number	340601010050446
IFSC Code	UBIN0534064
Bank & Branch Name	Union Bank of India, Yusuf Sarai Branch, New Delhi.
Account Holder Name	RailTel Corporation of India Ltd.

e-Bids without EMD and cost of tender document will be summarily rejected. EMD in the form of DD will not be accepted.

3. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome.

that
be
4. Bidder should log into the website well in advance for submission of the bid so it gets uploaded well in time i.e on or before the bid submission time. Bidder will be responsible for any delay due to other issues.



Manik Sinha
(Manik Sinha)

Addl. General Manager/P&A

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SECTION-1

e-Tendering Instructions to Bidders

General Instructions for Online Bid Submission:

1. Following are the instructions for online bid submission as per the term and conditions:

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Class 3 Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, preparing bids in accordance with the requirements and submitting their bid online on the e-tendering portal.

More information useful for submitting online bids on the e-tender Portal may be obtained at: <https://railtel.enivida.com>

2. REGISTRATION:

i) Bidders are required to enroll on the e-Procurement Portal (URL: <https://railtel.enivida.com>) with clicking on the link "Online bidder Registration" on the e-tender Portal by paying the Registration fee of Rs. 2360/- (inclusive GST) per vendor/per year.

ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.

iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g Sify/TCS/ nCode / eMudhra etc.), with their profile.

v) Only one Valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

vi) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

vii) The scanned copies of all original documents should be uploaded in PDF format on portal <https://railtel.enivida.com>.

viii) After completion of registration the bidder needs to send acknowledgement copy to the help desk mail id ewizardhelpdesk@gmail.com for activation of account.



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3. SEARCHING FOR TENDER DOCUMENTS:

- i) There are various search options built in the RailTel Corporation of India Ltd e-Tender Portal, to facilitate bidders to search active tenders by several parameters.
- ii) Once the bidders have selected the tender, they can pay the processing fee **Rs. 8,850/-** (including GST) (non-refundable) by net-banking /Debit/Credit card. After that respective Agency/Vendor may download the required documents/tender schedules, bid documents etc. and move to the respective "requested" Tab. This would enable the e-tender portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4. PREPARATION OF BIDS:

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- iii) Bidder, in advance, should get ready the bid documents, in PDF format, to be submitted as indicated in the tender document/schedule. Bid Original documents may be scanned with 100 dpi with colored option which helps in reducing size of the scanned document.
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My documents" available to them to upload such documents.
- v) These documents can be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS:

- i) Bidder should log into the website well in advance for submission of the bid so that it gets uploaded well in time i.e on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.



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iii) Bidder has to select the payment option as "Online Payment" to pay the tender fee/EMD as applicable and enter details of the instrument. In case of any issue in online payment the amount may be remitted to RailTel Account as mentioned in NIT.

iv) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

v) The person signing the proposal or any documents forming part of the proposal on behalf of another or on behalf of a firm shall be responsible to produce a power of attorney duly executed in his favor, stating that he has the authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the proposal fails to produce the said power of attorney, his proposal shall be liable to summarily rejection without prejudice to any other right of RailTel under the law.

vi) Conditional offers/offers which are not in conformity to the prescribed document will be summarily rejected. All the documents submitted with the proposal are to be furnished duly signed on all pages.

vii) The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

viii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys.

ix) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

x) Upon successful and timely submission of bid click "Complete" (i.e after Clicking "Submit" in the portal), the portal will give a successful tender submission acknowledgement and a "Tender Summary" with date and time of submission of the bid and all other relevant details will be displayed.



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xi) The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS:

i) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

ii) Any query relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support.

iii) Please feel free to contact RailTel e-Nivida Helpdesk (as given below) for any query related to e-tendering.

i. Helpdesk landline no.: 011-49606060.

ii. Mr Amrendra (8448288980).

iii. Mr Birendra Kumar (8448288988).

RailTel Contact-I (for General Information).

a) Mr Manik Sinha/Addl.General Manager(P&A).
Tel.: 011-22900600, Mobile: 9810694808.
Email id: maniksinha@railtelindia.com.

RailTel Contact-II (Any Site related clarification in Gurugram office).

b) Ms Ruby Dhar/Senior Manager/Admin.
Tel.: 0124-2714000, Mobile: 9818244817.
Email id: ruby@railtelindia.com

7. Tender Bidding Methodology:

Sealed Bid System - 'Single Stage - Two packet': In this, bidder has to submit each online bid (Part I -Credential / Techno commercial Bid and Part II - Price Bid) - "ONLINE".

8. BID RELATED INFORMATION FOR THIS TENDER:

The entire bid-submission would be online on RailTel e-Nivida Portal.

Broad outline of submissions are as follows:



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- i) Submission of Bid Security / Earnest Money Deposit (EMD).
- ii) Submission of digitally signed copy of Tender documents/Addenda.
- iii) Online Two Packet system (Part I-Credential/Techno commercial bid and Part II – Price Bid).
- iv) Online response to Terms and Conditions of Tender.
- v) (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal of bid.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of RailTel e-Nivida Portal.

9. ONLINE SUBMISSIONS:

The bidder is required to submit all the relevant documents online only with the following documents:

- a) EMD submission as per details mentioned in Tender notice.
- b) Tender Cost submission as per details mentioned in Tender notice.
- c) Power of Attorney in favor of the signatory duly authorizing the signatory. Original copy needs to be submitted by the successful bidder before issuance of LOA.
- d) In case bidder happens to be an MSE bidder, the documentary evidence for the same shall be submitted online.

10. SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS:

Eligibility criteria related documents as applicable shall also be scanned and submitted ONLINE.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as - a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction at Tenderer's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly re-schedule the affected event(s).

11. INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS

The RailTel Tenders are published on www.railtelindia.com and on RAILTEL E-NIVIDA Portal <https://railtel.enivida.com>.



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NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from RAILTEL E-NIVIDA portal, and this should be done well before the deadline for bid-submission.

12. SUBMISSION OF OFFERS AND FILING OF TENDER:

The e-tender should be duly submitted online using the e-Procurement Portal <https://railtel.enivida.com>. For detailed instructions please refer to RAILTEL E-NIVIDA Portal.

13. ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:

Representatives of bidders desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

14. Award of Contracts, & Financial Evaluation

After the evaluation of technical proposals, the financial bids (initial price offer) of those firms whose technical bids meet eligibility criteria shall be categorized as qualified. Financial bids will be opened only of the technically qualified bidders. L-1 would be decided on the initial price offer quoted by the bidder by e-Nivida.



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SECTION-1(a)**Instructions to Bidders and Scope of work****1.0 Description of Work**

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

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

1.1 Scope of work

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

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

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

1	Basement 1	963 sq.mtr
2	Basement 2	963 sq.mtr.
3	Ground Floor	963 sq.mtr.
4	1st Floor (Covered area)	607 sq.mtr
5	IInd Floor (Covered area)	685 sq.mtr.
6	IIIrd Floor (Covered area)	550 sq.mtr.
7	IVth Floor (Covered area)	540 sq.mtr.
8	Vth Floor (Covered area)	540 sq.mtr.
9	VIth Floor (Mumty room)	63 sq.mtr.

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

1.2 Building infrastructure details:

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



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

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

2.0 Contract Period:

2.1 The duration of the contract will be 24 months. However, contract period may be extended at same rate/terms & conditions on mutual agreement with the contractor for another 12 months. Contractor shall commence the work as per date specified in the Letter of award which will be the effective date of start of twenty-four months contract period. If the Contractor commits default in commencing the execution of the work as per issuance of written orders to commence the work, RAILTEL shall, without prejudice to any other right of remedy available in law, be at liberty to forfeit the earnest money.

2.2 The successful bidder must familiarize himself fully with the installations (at no extra cost to RAILTEL) before taking over existing assets installed in RAILTEL office complex. Shortfall & deficiencies shall jointly be recorded and necessary rectification (within the scope of the outgoing contractor) shall be got rectified through the outgoing contractor or by RailTel. The new contractor shall also jointly prepare OEM spare list and a list of all usable spares available for each equipment installed at the time of taking over.

2.3 RAILTEL reserves the right to rescind the contract agreement at any time by giving 15 days' notice if the services of the contractor are not found satisfactory or up to the standards or at any stage, it is found that bidder has secured the contract through fraudulent means/ documents/ information based on which the bid of the successful bidder has been accepted or non-fulfillment of any other serious obligation on the part of the contractor as per provision of tender/contract. The decision of RAILTEL in respect of above will be final in this regard.



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3.0 Spectrum of Services:

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

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

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

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



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

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



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

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

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

3.2 Operation and maintenance of Internal and External luminaries, Fans, Sliding glass door, Front Iron gate with boundary wall.

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

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

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

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

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

Wall clocks are to be maintained by FM agency. Battery/Cell for wall clock, bells, remote of AC, TV etc also arranged & changed by the contractor at its cost.



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Automatic 2300-Watt electricity operated Hand Drier Sensor, Wash Basin Sensor, Urinal Sensors have been provided in each toilet (Separately for ladies and gent's toilets) upkeep and maintenance of which is also covered under the scope of work.

The FM Agency shall ensure all time functioning of water supply, sanitation fittings and pipe lines in the area.

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

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

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

Contractor will operate and maintain 04 nos. 1.5/3 HP submersible pumps 2 each at basement-2 and basement-1, nos. 3/5 HP submersible pumps fixed at Ground floor inside main water tank to lift water to overhead water tank. All these pumps are 3 phase 380-440 volts. He will also operate and maintain the Monoblock pump set in the basement for pumping out rainwater to the sewer line. The FM agency shall be obliged to enter into AMC towards maintenance of these equipments. The expenses for the same will be borne by the FM agency.

3.3.4 **Rain water harvesting system** - The contractor will maintain Rain Water Harvesting



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System to the satisfaction of Officer-in-Charge. Rain water harvesting structures should be functional at all times and essentially before Monsoon season during currency of contract.

3.3.5 Pest Control & Fumigation.

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

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

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

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

4.0 Rectification Schedule:

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

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



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b) Medium rectification works- within 6 hours of notification to the contractor by RailTel, such as, but not limited to, replacement of pipe lines small motors up to 15 HP, misc. civil repair/ plumbing replacement, glass door and window repairs, replacement of certain non-stocked spare parts not locally available in Gurgaon, etc.

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

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

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

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

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

Note- Any damage to the installations during the currency of contract will be made good by the Contractor without extra cost to RailTel. Further, Contractor would also indemnify RailTel for the damages caused due to negligence in imparting their services.



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

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

Category	Min. Nos required	Minimum Qualification	Minimum nos. of years of experience in relevant field	Nature of experience
Facility Management Supervisor	01	Class 10 th pass	3 yrs	Over all supervision of FM services in a modern multistoried building covering different services as listed out in the scope of work including Maintenance and upkeep of all civil assets. The incumbent should also have experience of liaising with different civil/MCG authorities for obtaining necessary permits/ approvals etc.
Carpenter	01	Possessing ability to read & write	3-4year	Carpentry work
Plumber cum STP operator	01	Possessing ability to read & write.	1 yrs	Plumbing Work.
Spider Man	01	Possessing ability to read & write	1 yrs	Facade Cleaning
House keeping Helper	05 (04 males + 01 female)	Possessing ability to read & write	1-2 yrs	Housekeeping
Total Staff = 09 Nos.				



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Note-

- i) A Facility Management Supervisor will be required to be deputed on full time basis who should act as overall in-charge from contractor side responsible for complete gamut of Facility Management Services under this contract. He will be the nodal person with whom RailTel will deal for any issue arising in regards to Facility Management Services.
 - ii) Contractor shall maintain records of attendance and Officer-in-charge reserves the right to verify the presence of above manpower at any time of working hours.
- 5.2.1 The contractor is to maintain attendance register for all the staff deployed under this contract. In case of absence of any staff, if deployment/replacement of staff is not carried out by the contractor as per requirement in above table, such staff shall be taken as absent from the duty and recovery shall be made as per clause 20.4 of section- 3 /condition of contract from the bills of the contractor on this account.
- 5.2.2 Before deployment of staff, their bio-data/credentials must be verified by the contractor and be produced along with all relevant certificates for the approval of RailTel. The Officer-in-charge reserves the right to verify these certificates from their original and their issuing authority. During execution of work, any change of staff shall be got approved from RailTel including the bio-data of new staff. The contractor will also be required to provide police verification of all staff before their deployment in RailTel. In case change of staff is made without approval of his bio-data from RailTel, such staff shall be taken as absent from the duty and no payment will be made by RailTel for his services.
- 5.2.3 The employees engaged by the Contractor will be borne on the pay roll of the Contractor. Such employees will not have any claim for retention / absorption against any post in RailTel Corporation.
- 6.0 Contractors Liability:**
- 6.1 During the period of deployment of the Contractors staff in RailTel Corporation, the liability for compliance of all Labour laws, Minimum wages Acts, Regulations will lie on the contractor.
- 6.2 To satisfy compliance of Labour Laws, the contractor should have proper license for deployment of manpower on contract basis, EPF and ESI registration etc. They should also have proper license for all the jobs mentioned above in para 3



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

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

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

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

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

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

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

7.0 The Contractor should raise Bill in duplicate against the work done as per contract, by 10th of the month following the completion of work of one month. The Bill should accompany the compliance documents in regard to the contributions for EPF, ESI, labour laws, etc.

8.0 FREQUENCY OF MAINTENANCE

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



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Activity	Minimum Frequency	Preferred Timings. (The specified timings are liable to be changed by ailTel)
A. Housekeeping services:		
i) Cleaning / housekeeping of offices, reception area, pantry, conference rooms, utility rooms, cabins, compound, parking areas, boundary wall and outside pedestrian pathway etc.	Twice a day and as & when required.	i) 07.30 - 09.30 hours 13.30 - 14.00 hours
ii) Garbage and waste paper disposal including pantry garbage	Thrice a day	ii) 08.45, 13.30, 19.30 to 20.30 hours
iii) Toilet cleaning	Four times a day and as & when required	iii) 08.30, 11.30, 14.00, 16.30 hours
iv) Cleaning of windows and external glazing	Fortnightly and as & when required	
v) Cleaning of space- ceiling/glass of Reception area.	Weekly and as & when required	v) On week ends
vi) Dry Cleaning and shampooing of upholstery of chairs, sofas, settee and vertical blinds etc.	Half Yearly and as & when required	vi) On week ends
vii) Pest control	Quarterly and as & when required on week ends	! 8.45-20.00 hours ! or ! On
viii) Fumigation	Weekly and as & when required	! Saturday/holidays ! from 9.00-17.30 ! hours



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B. Other services		
i) Sewage system/septic tank cleaning.	Weakly and as and when required	
ii) Chemically cleaning of basement & overhead water tanks.	Half Yearly and As & when required	
iii) Cleaning of basement sumps.	Half Yearly or as & when required	
iv) Water supply & plumbing	As and when required	
v) Servicing & cleaning of submersible pump, water pump and sump pump etc.	Yearly or as & when required	
vi) Rain Water Harvesting	Yearly before Monsoon season	
vii) Signages (Internal, external, fire exit, statutory)	Monthly	
viii) Water coolers, Filters, ovens & RO plants etc.	As per standard norms Through OEM	

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

- The contractor is required to submit fortnightly report in approved format in respect of preventive services and regular services/repairs carried out for installation(s) to Officer-in-charge without extra cost to RAILTEL. In case preventive services and regular services/repairs is not carried out for any of the installations in that particular fortnight as may not have fallen due, 'nil' report shall be submitted to Officer-in-charge.
- The contractor shall maintain complaint register in approved format for receiving complaints from RAILTEL representatives/staff, log books for the installations and other records.



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- 9.0** All materials like cleaning compounds, chemicals, consumables/spare parts for machinery, etc. used by the contractor shall be of good quality/ renowned brands for all works connected with this contract. The quality/brand/specification of all consumables and Spares & parts of machines etc to be used by the contractor shall be as given below:
- For consumables for housekeeping- as per list of approved makes of consumables enclosed as **Annexure -II**.
 - Remaining items - As approved by the Officer-in-charge before using them.

10.0 - BID DOCUMENT:

10.1 The bid documents constitute two volumes as follows:

Volume-I

- Section-1 e-Tendering instructions for online bid submission**
Section-1a Instruction to Bidders and Scope of Work.
Section-2 Pre-Qualifying Criteria.
Section-3 Conditions of Contract.
Section-4 Tender Drawings/Building Lay-out drawings.

Volume-II

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

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

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

10.3 Deleted

10.4 Pre-Bid Meeting: Pre-Bid meeting shall be held at 11.00 hrs. on 12.07.2021 in the office of Addl. General Manager/P&A, RAILTEL/EKN/New Delhi. The bidders are requested to go through the bid documents and bring to the notice of RAILTEL in writing before (preferably one week before) the date of pre-bid meeting, any discrepancy clarification/omissions etc. in bid documents. All such clarifications shall



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be discussed in the pre-bid meeting and conveyed in writing to the bidders. No claim or deviation whatsoever on this account shall be tenable. All such clarifications shall also be available on web site mentioned in NIT for down loading by the bidders. These clarifications shall form part of the Bid documents. The bidders are advised that they must see the RAILTEL web site and e-Nivida portal, up to one day before the deadline of bid submission for such clarifications if any.

11 Document comprising the bid.

11.1 Bid will be submitted in two parts in two separate packets (online) as under:

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

Packet # 2 will contain the price bid and shall be super scribed 'Price Bid' and name of work.

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

- i) A Technical offer listing each item of work which the bidder will perform, as given in "Spectrum of services". Against each item, the bidder will give a brief description of the methodology he will adopt for doing the work and the number of persons and equipment's proposed to be deployed by him. The bidder must quote for providing all the services listed in the "Spectrum of services".
- ii) Earnest money deposit of **Rs. 1.49 Lakhs and Cost of Tender document of Rs.1,770/- only- as mentioned in NIT.**
- iii) Original Bid documents digitally signed on all pages by the bidder.
- iv) Written Power of Attorney on stamp paper of appropriated value in favor of person signing the tender documents from authorized signatory of the company.
- v) Copies of affidavit for sole Proprietorship/ Partnership deed/ Memorandum and article of Association along with the details pertaining to place of registration, principal place of business of the firm etc.
- vi) Attested copy of PAN number.
- vii) Attested Copy of GST registration certificate.
- viii) Attested Copy of ISO certificate.
- ix) Documents in support of financial stability of the firm like attested copies of audited balance sheets, profit & loss account statement etc. for the last 3 financial years i.e., 2018-19, 2019-20, 2020-2021 and current financial year up to the date of inviting tender.
- x) Duly completed Offer Letter as per Annexure – III. (Pre qualifying criteria).



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- xi) Duly completed Letter of unconditional acceptance as per Annexure - IV. (Pre qualifying criteria).
- xii) List of similar works completed during previous 7 Years and current year up to the date of inviting of tender as per Annexure - V
- xiii) Duly completed Certificate confirming the availability of supervisory staff/ manpower as per Annexure - VI
- xiv) Duly completed Certificate confirming the availability of machinery and equipment as per Annexure - VII.
- xv) Duly completed Annexure for submission of past Contractual Performance/declaration by the bidder as per Annexure - VIII.
- xvi) Certificate of satisfactory performance issued by the client/organization(s) where Facility Management services provided as per Annexure- IX
- xvii) Cost of tender document as mentioned in NIT.
- xviii) Certified copy of registration for ERF
- xix) Certified copy of registration for ES

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

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

11.3 Price Bid - Packet#2.

Only qualified price bids shall be opened on the date and time fixed for opening of Price-Bid and intimated to the bidders who meet the pre-qualifying criteria, the tenderers whose technical bids have not been found acceptable will be advised about this fact (through e-nivida portal) and Earnest money to be returned.

The price bid should contain the following:

- i) Price bid shall contain the item rates duly filled in words and figures in Bill of Quantities (BOQ) / Section 5 of tender documents.
- ii) The rates shall be filled only on the original BOQ format issued to the bidder digitally signed on all pages. Corrections shall be avoided, however if there are certain corrections, all corrections must be digitally signed by the bidder.
- iii) Every page of the priced bid document will be digitally signed and stamped by the bidder (uploaded on e-Nivida portal).



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- iv) Rebate, if offered, shall be shown separately below the total of BOQ items. No conditional rebate will be acceptable. Failure to follow this procedure will render the bid liable for rejection.
- v) The bidder must quote for all the items listed in the "Spectrum of services" in para 3 from 3.1 to 3.4. RAILTEL may award all or part of the work to one party as elaborated elsewhere in the tender document.

Packet#2 shall include only price offer. No other terms or condition shall be included in this packet. The price bid with any condition including conditional rebate shall be rejected. Bids will be received online and opened as per date and time mentioned in NIT.

12 EARNEST MONEY DEPOSIT (EMD)

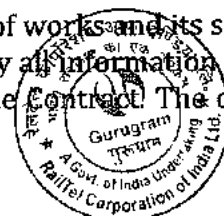
- 12.1 EMD & Tender Cost is payable through RailTel's e-Tendering portal (as per NIT).
- 12.2 EMD in any other form shall not be accepted.
- 12.3 RAILTEL shall summarily reject any bid not accompanied by the EMD.
- 12.4 After evaluation of financial bids, the EMD of unsuccessful bidders will be returned.
- 12.5 The EMD of the successful bidder will be retained as part of the security deposit.
- 12.6 The EMD of the bidder whose technical bid is found not acceptable, will be returned after the scrutiny of technical bid has been completed.
- 12.7 No interest shall be paid on the EMD.

13.0 VALIDITY OF BID

- 13.1 Bids shall remain valid and open for acceptance for a period of 120 days from the date of opening of Technical Bid. Should the bidder fail to keep the bid open for acceptance as stated above or if the bidder withdraws his bid before the expiry of the said period or makes any modification in terms and conditions of the bid which are not acceptable then RAILTEL, without prejudice to any other right or remedy, shall be at liberty to forfeit his EMD absolutely.
- 13.2 In exceptional circumstances, prior to expiry of the original validity period, RAILTEL may request the bidders for an extension in the period of validity by specific number of days as may be required. The request and the responses thereto shall be made in writing or by cable or fax. A bidder may refuse the request without forfeiting his EMD. A bidder agreeing to the request will neither be required nor be permitted to modify his bid but will be required to extend the validity of his offer correspondingly.

14.0 SITE VISIT

- 14.1 The bidders are advised to visit and inspect the site of works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into the Contract. The costs of any



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such visits/ site inspections shall be entirely at the bidders' own expense. The bidders are requested to satisfy themselves regarding the availability of water, requirement of electricity, nature and location of work, the configuration of the ground, the type, quality and quantity of the materials, the type of equipment and facilities needed preliminary to and during the progress of the services. They should also assess the law-and-order situation, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the services under contract. The contractor will be fully responsible for the financial effect of any or all the above factors in his rates including also the factors like age of machines, types of AMC, Working Environment, furniture, equipment's etc. installed in RAILTEL. No compensation will be given on account of ignorance of any of the factors during execution of the works.

14.2 The bidder and any of his personnel or agents will be granted permission by the RAILTEL to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his personnel and agents will release and indemnify the RAILTEL and its personnel and agents from and against all liabilities in respect thereof. The bidder will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused which but for the exercise of such permission would not have arisen.

14.3 Before submitting a bid, the Bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the bid forms are adequate and all inclusive for the completion of work to the entire satisfaction of RAILTEL.

15.0 RATES AND PRICES

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

15.2 The bidder should quote their rates in figures as well as in words. In case of discrepancies between the unit rates quoted in figures and in words, the unit rates quoted in words shall prevail.

15.3 The amount for each item should be worked out and the requisite totals given. In case of discrepancy between the unit rate and the total amount derived from multiplication of unit rate and the quantity, the unit rate as quoted will govern and the total amount will be corrected.

15.4 The bidders are not required to quote their rates against items for which no quantity is mentioned. In case the rates against such items are quoted, these rates will be ignored during the evaluation of the bids and will also not be used during the execution of the work.



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- 15.5** The bidders are not permitted to quote their rates in units other than the units mentioned in the bid documents against the individual items. In case the rates are quoted in units other than the units mentioned in the bid documents, the units mentioned by the bidder shall be ignored and the units mentioned in the bid documents will be deemed to apply for evaluation of the bid as well as the execution of the item.
- 15.6** The rates shall be quoted only on the proper form of the bid and each page of the Bill of Quantities shall be signed. Any cutting or over-writing shall be authenticated by original signature and stamp.
- 15.7** While quoting the rates in the Bill of Quantities the word 'only' should be written closely following the amount and it should not be written in the next line. No gap should be left. Space if any left after writing word 'only' shall be struck out.
- 15.8** Tendered rates must be inclusive of all taxes, duties and levies payable under the respective statutes.
- 15.9** The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, material and other inputs involved in the execution of the item.
- 15.10** The rates quoted by the bidders shall be fixed. No compensation on any account shall be paid to the contractors e.g. due to delay in handing over the site, interruption in the work due to any reason (other than those occurring due to war-like situations), reduction in quantities and/or reduction in scope of work.
- 15.11** Under Section 194-C of the income Tax Act, 1961 deduction of Income Tax will be made for sums paid for carrying out the work under this contract as per the prevailing rate.
- 15.12** The Bidder(s) shall not increase his / their rate / s in case of negotiation, Negotiations shall not amount to cancellation or withdrawal of original offer and in case negotiations fail, rates originally quoted will be binding on the bidder(s).
- 15.13** The bidder(s) shall submit an analysis of rates if called upon to do so.
- 15.14** The RailTel is not bound to accept the lowest or any offer and reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.



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15.15 GST related clauses:

- a. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST /SGST / IGST/ UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice
- b. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- c. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- d. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- e. Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- f. In regards to works contract, the Bidder should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with tender.
- g. The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of E-tender of tender including extensions if any, and the Bidder there upon necessarily and properly pays such taxes/levies/cess, the Bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of the Bidder. The Bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of Bidder and make payment to State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, Bidder has to pass on the benefits to RailTel.



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- h. In case the successful Tenderer is not liable to be registered under CGST/IGST/UTGST/SGST act, the RailTel shall deduct the applicable GST from his/their bills under Reverse Charge Mechanism (RCM) and deposit the same to the concerned Tax Authority.



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16.0 SUBMISSION AND OPENING OF BIDS.

16.1 As mentioned in para 5 of Section-1.

16.2 Deleted

16.3 Deleted

16.4 **Opening of e-bids:** The technical e-bid containing pre-qualification criteria will be opened at time and date mentioned in the NIT in the office of Addl. General Manager/P&A, RailTel, East Kidwai Nagar/New Delhi in the presence of bidders or their authorized representatives who choose to be present. Tenderers whose Technical bids are not found acceptable will be advised of the same.

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

17.0 PROCESS TO BE CONFIDENTIAL.

17.1 After the public opening of e-bids, the information relating to the examination clarifications, evaluation and comparison of bidders and recommendations concerning the award of contract shall not be disclosed to the bidders or any other persons concerned with such process until the award of the contract to the successful bidder has been announced and accepted by the successful bidder.

17.2 Any effort by a bidder to influence RAILTEL personnel or representatives on matters related to the bid under study in the process of examination, clarification, evaluation and comparison of bids and in decisions concerning award of contract, may result in the rejection of his bid.

17.3 If a bidder expires after the submission of his bid or after the acceptance of his bid, RAILTEL shall deem such bid as cancelled. If a partner of a firm expires after the submission of their bid or after the acceptance of their bid, the RAILTEL shall deem such bid as cancelled, unless the firm retains its character.

18.0 AWARD OF CONTRACT:



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18.1 Deleted.

18.2 Prior to the expiry of the period of Bid validity prescribed by RAILTEL, the RAILTEL will notify the successful bidder that his bid has been accepted. This letter hereinafter called the Letter of Acceptance/Letter of Award shall constitute a binding contract.

18.3 On acceptance of the bid, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated by the bidder to the Engineer-in-charge.

18.4 The bidder whose bid is accepted shall be required to submit non-judicial stamp papers of appropriate value (without extra cost to RAILTEL) in his name for payment of stamp duty as per the provision of Indian Stamp Act within 7 days of the date of issue of Letter of Acceptance/Letter of Award and shall be required to appear at the office of the RAILTEL in person, or through a duly authorized representative to execute the contract documents/agreement within 15 days after receipt of the notice for signing the Contract Agreement (Annexure-I). Failure to do so shall constitute a Breach of the agreement effected by the acceptance of the tender in which case the Earnest Money accompanying the tender shall be forfeited by the RAILTEL as liquidated damages for such default.

18.5 In the event of any bidder whose bid is accepted shall refuse to execute the contract agreement, the RAILTEL may determine that such bidder has abandoned the contract and there upon his bid and the acceptance thereof shall be null and void and the RAILTEL shall be entitled to forfeit the earnest money as liquidated damages for such default.

18.6 The successful bidder will mobilize and commence the assigned work within the period specified under clause- 2.1 of Section-1a, of the tender documents.

19.0 COURT'S JURISDICTION

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

20.0 SECRECY OF CONTRACT DOCUMENTS



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

21.0 GENERAL

- 21.1 The contractor's operations and proceeding in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the contractors shall further observe and comply with the bye laws and regulations of the Government of India and State Government and of Municipal and other authorities having jurisdiction over area involved in connection with the works or site and over operations such as those as carried out by the contractor(s) and shall give all notices required by such bye-laws and regulations. The contractor/contractors and his/their workmen shall also comply with the hospital and medical regulations in force for the time being.
- 21.2 No engineer of Gazetted rank or other Gazetted Officer employed in Engineering or administrative duties in any Department of the Government of India is allowed to work as a contractor for a period of two years immediately after his retirement from Government service without the previous permission of the Government of India. This contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 21.3 Should a contractor have a near relative employed in Managerial capacity in RAILTEL or in the case of partnership firm or company incorporated under the Indian Company Law, should a partner or relative of the partner or a shareholder be employed in responsible capacity in the RAILTEL, the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender may be rejected. If such fact is suppressed at the time of tendering and comes to light at any time after the acceptance of tender, the contract may be rescinded.

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

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

22.0 DEVIATIONS:



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

A categorical confirmation in the form of a certificate as per Annexure - IV will be furnished by the bidder in this respect.

23.0 EVALUATION OF BIDS:

- 23.1 RAILTEL will determine the substantial responsiveness of each bid with reference to bid terms and conditions. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning following as applicable to this contract will be deemed to be material deviation;

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

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

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Annexure-I**FORM OF AGREEMENT**

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

Agreement No. _____ Dated _____

THIS AGREEMENT is made on _____ day of _____ (month), _____ (year) in Gurugram between RAILTEL CINL64202DL2000GOI107905, a Govt. of India Enterprise registered under Companies Act, 1956 having its registered office at 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023, representing through Chairman cum Managing Director, hereinafter called the RailTel/Employer (which expression shall wherever the context so demands or requires, includes their successors in office and assigns) on the one part and M/s. _____

_____ hereinafter called the Contractor (which expression shall wherever the context so demands or requires, include his/their successors and assigns) on the other part.

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

Now THIS AGREEMENT WITNESSETH as follows:

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



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

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

SIGNED, SEALED AND DELIVERED BY

M/S. _____ (for contractor)

_____ (for RAILTEL)

In the capacity of _____

In the capacity of _____

On behalf of:
ContractorOn behalf of
RAILTEL

In the presence of

In the presence of

1. _____

1. _____

2. _____

2. _____

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Annexure-II**LIST OF APPROVED MAKES/CONSUMABLES FOR HOUSE KEEPING**

(Clause- 9.0 of Section-3 of Tender Documents)

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

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

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

RAILTEL

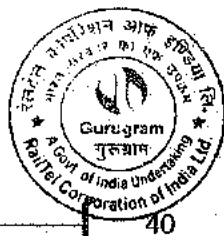
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List of general consumables/material used in Housekeeping

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



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SECTION - 2**PRE - QUALIFYING CRITERIA**

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

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

1.1 The Bidder should have local Office at New Delhi / NCR to ensure satisfactory fulfillment of contractual obligations. The Bidders having good track record, manpower capacity and relevant experience in Facility Management.

1.2 The Bidder should have valid registration certificates including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, PAN Card, GST Registration certificate, and registration under applicable labour laws and should upload copy of the same.

1.3 A copy of latest EPF/ESI return submitted by the Bidder should be furnished, uploaded. Non-fulfillment of EPF/ESI deduction may invite 10% deduction on every Bill.

1.4 Technical/Eligibility Criteria: The Bidder must have successfully completed any of the following during last 07 (seven) years ending last day of month previous to the one in which tender is invited:

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or

Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or

One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

(Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs. 500 crore and above in last 03 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date



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of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public Listed Company to issue such certificates.

In case Bidder submits work experience certificate issued by public listed company, the Bidder shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS Certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate).

1.5 Financial Eligibility Criteria: The Bidder must have received contractual payments in the previous three financial years and the current financial year upto the date of inviting tender, at least 150% of the advertised value of the tender i.e Rs 1,11,76,000/- crore. The Bidder shall submit certificates to this effect which may be an attested certificate from the concerned department/client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

(Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).

1.6 The Bidder should provide certificate of satisfactory performance, issued by the client/organization's where Facility Management Services provided during the last 07 financial years & current financial year up to the date of inviting tender, in the format as per Annexure IX.

1.7 The Bidder should unconditionally accept the terms and conditions contained in this tender. Annexure-IV.

1.8 The Offer so made by the Bidder, shall remain valid for a minimum period of 120 days from the last date of submission of proposal/ documents.

1.9 The tenderer should submit self-attested copy of Auditor's Report along with Balance Sheet and Profit and Loss Statement along with Schedules for the relevant financial year(s) in which the minimum criterion is met. Provisional audit reports or certified statements may not be accepted.

1.10 Work Experience:

The Bidder must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or

Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or



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One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

Work of similar nature and complexity means – "Work of providing Facility Management Services for a multi-storied modern office building and involving the following activities:

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

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

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

1.11 Field Personnel:

The bidders must confirm the availability of the minimum supervisory staff/ manpower with them as per clause-5.0 under **Instructions to Bidders** of Section-I(a) ready for deployment for carrying out the works required under this contract:

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

1.12 Plant and Machinery:

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

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



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complex.

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

1.13 General:

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

- a. Have made misleading or false representation in the forms, statements and
attachments in proof of the qualification requirements and/ or;
- b. Have performed poorly elsewhere such as abandoning the work, not properly
completing the contract, inordinate delays in completion, litigation history or
financial failures etc and /or
- c. Have been blacklisted or business banned by any Central/State Govt. Department/
Public Sector Undertakings or any Enterprises of Central/ State Govt and/or.
- d. Have submitted incomplete/ inadequate supporting documents or not furnished all
the relevant details as per the prescribed format and/or
- e. Have suppressed any material information/ fact(s) relevant to this bid and/or have
submitted fraudulent document/ information at any stage of tender / during
execution of contract

A declaration to this effect should be submitted as per format given in **Annexure-VIII**
(as enclosed).

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Annexure - IIIOffer Letter

From: _____

To,

RAILTEL-----

Subject:

Reference: Bid No.

Sir,

1. Having examined the drawings, Conditions of Contract, Specifications, Bill of Quantities etc. incorporated in the bid documents for the execution of above work and having visited and examined the site of said works, I/we the undersigned, offer to execute the said works in conformity with the said drawings, conditions of contract, specifications, bill of quantities etc. for the sum as indicated in the Bill of Quantities or such sum as may be ascertained in accordance with the said conditions.
2. Should this tender be accepted I/we undertake to commence the work within the period as per date specified in the Letter of award (as per clause-2.1/Section 1a of tender documents) for the said work and further undertake to perform whole of the work comprised in the contract for a period of 24 months. I/we agree to abide by this tender for a period of 120 days from the date of opening of Bid or such extended period as may be mutually agreed as prescribed in Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.
3. A sum of Rs. _____ (Rs. _____ only) towards earnest money deposit payable through RailTel's e-tendering portal <https://railtel.enivida.com/> remitted in RailTel's account (as per NIT), is enclosed.
4. Unless and until an agreement is prepared and executed, this bid, together with RAILTEL written acceptance thereof, shall constitute a binding contract between us.



Signature

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5. We understand that RAILTEL is not bound to accept the lowest or any bid RAILTEL may receive.
6. Name of the partner/ representative of the firm authorized to sign:
7. a) _____ b) _____

OR

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

Yours faithfully,

Signature of the Bidder:

Permanent address _____

Local Address _____

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

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

RAILTEL shall not be liable for any such action and shall be under no obligation to inform the bidder of the grounds for the 8(b) above

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Signature of Authorized Representative of the bidder
Bidder's Stamp



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Annexure- IV

Letter for Unconditional acceptance of Bid Conditions

No.

Dated:

RAILTEL

Dear Sir,

Sub: Unconditional Acceptance of Bid Conditions

1. I have read and examined all the conditions in the bid documents for the subject work and we hereby unconditionally accept the bid conditions entirely for the said work.
2. I/we hereby submit our Bid and undertake to keep it valid for a period of 120 days from the date of opening of Bid.
3. I/we undertake to execute the above items strictly in accordance with the requirements and particulars/ Specifications stipulated in the Bid documents.
4. I/we hereby further undertake that during the said period:
 - 4.1 I/we shall not vary/alter or revoke my/our bid during the validity period of Bid.
 - 4.2 I/we have quoted for the complete scope of the said work.
 - 4.3 I/we undertake to abide by the terms and conditions as stipulated in RAILTEL bid documents and as amended thereafter.
5. I/we have not enclosed any condition/ deviation to conditions of Bid documents containing Price bid.
6. I/we agree that in case of any condition is found to be quoted by us in the Price Bid, my/our bid will be rejected and my/earliest money deposit is liable to be forfeited.
7. This undertaking is in consideration of RAILTEL agreeing to open my bid, considering and evaluating the same for the purpose of award of work in terms of provisions of Bid documents.



A handwritten signature in black ink, appearing to be "K. J. S." or similar.

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I/we submit earnest money deposit of Rs. ----- (Rupees -----
 -----only) through ----- dated ----- issued by -----
 -----(Name of the Bank).

Signature along with seal of the company of the signatory duly authorized to sign the Bid on
 behalf of the firm).

Signature of Authorized Representative of the bidder

Date

Bidder's Stamp

Witness:

Signature

Date

Name and address & Telephone No.

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Annexure – V

List of similar works completed during previous 7 years & current year up to
the date of inviting of tender

[illegible]

Note-1: The bidder shall produce an attested copy of the LOA and the referred completion certificate from the owner companies/ organizations where Facility Management services provided, indicating name of work, description of work done by the bidder, date of start, date of completion (contractual & actual including extensions if any).



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value of material supplied free of cost by the client. When the owner company is private one, the certificate from the company must be supported by TDS certificate issued by the company. Bidder should be in a position to produce the original certificate, if required.

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

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

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

Signature of Authorized Representative of the bidder

Bidder's Stamp

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Annexure – VI

Certificate confirming the availability of supervisory and other staff/ manpower.

This is to certify that I/we shall deploy the following essential supervisory and other staff/manpower as specified in the tender, if I/we am/are awarded the work of "Providing Facility Management Services for RAILTEL Office Complex, Plot-143, Sector-44, Gurugram-122001".

I/We agree that the supervisory staff/manpower indicated below is the minimum and essential for the project execution and in addition to these, any other supervisory staff/manpower necessary to complete the work successfully and in time, shall also be deployed by me/us without extra cost to RAILTEL.

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

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Annexure - VII

Certificate confirming the availability of machinery and equipment.

This is to certify that I/We shall deploy the essential machinery and equipment as specified in the tender as per details indicated below, if I/we am/are awarded the work "Providing Facility Management Services for RAILTEL Office Complex, Plot-143, Sector-44, Gurugram-122001".

I/We agree that the equipment indicated below is the minimum and essential for the work execution and in addition to these, all other machinery and equipment's necessary to complete the work successfully and in time, shall also be deployed by me/us.

Item of equipment	Make and Age (years)	Condition (New, Good, Poor, available)	Owned/Leased - (from whom?)/ To be purchased (From whom?)	Reference to Proof Support Claim
1	2	3	4	5

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Annexure - VIII

Annexure for submission of past Contractual Performance/Declaration by the bidder**(Affidavit on non-judicial stamp paper of appropriate value duly attested by
Notary/Magistrate)**

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

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

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Handwritten signature

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Annexure - IX

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

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

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Signature of Authorized Representative
of the Client Organization with Stamp

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SECTION-3

GENERAL CONDITIONS OF CONTRACT

A. DEFINITIONS:

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



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

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B. Conditions of Contract -Clauses**CLAUSE 1.0: Security Deposit/Performance Bank Guarantee:**

- 1.1 The successful Bidder shall submit 3% of total value of LOA towards security deposit, from any scheduled bank for due fulfilment of contract, in the form of FDR or online transfer or irrevocable Bank Guarantee within 30 days of issue of Letter of Acceptance (LOA)/Purchase Order (P.O), failing which a penal interest of 15% per annum shall be charged for the delay period i.e beyond 30 (thirty) days from the date of issue of LOA.
- 1.2 However, RailTel reserves the right to terminate the contract in case the Bidder fails to submit the requisite PBG within 60 days.
- 1.3 The security deposit / Performance Bank Guarantee shall be released after successful Completion of Contract duly adjusting any dues recoverable from the successful Bidder, arising out of non-compliance of any of the statutory provisions of labour law and other laws. The PBG will be valid for a period of 3 months beyond contract period. If contract gets extended, PBG will also be extended accordingly.

Note:

- a) A separate advice of the BG will invariably be sent by the BG issuing bank to 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.
- b) Any Performance Security up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.
- c) In case of submission of Performance Security in form of FDR then lien should be created in favour of "RailTel Corporation of India Ltd".

Proforma for the PBG is placed at Annexure-XII

CLAUSE 2.0 Time allowed

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



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CLAUSE 3.0: Measurements of Work & Payment

3.1 Payment to the contractor shall be made by RAILTEL against monthly bills for the work done against this contract. The contractor is required to submit along with first bill, the copy of AMC entered into with OEMs or their authorized agency (if any) or agency approved by RAILTEL as the case may be. The payment shall be made after deducting any amounts due from the contractor by way of mobilization advance, taxes, security deposit, penalties/ recoveries if any etc. However, along with monthly bill, the contractor is required to submit copy of payment sheet in respect of wages paid to his labour/ staff for the corresponding month duly certified by RAILTEL representative in whose presence labour payment is made (Information in one day advance before making wages payment to the staff shall however, be given to the Engineer-in-charge along with attendance records and other relevant documents). The contractor should ensure that all employees are covered for all social benefits viz PF, EPS, EDLI and ESI. The contractor shall submit proof of recovery and remittance (copy of EPF return/challan) of the same along with the monthly/running bill for the next month. An indemnification indemnifying RAILTEL shall be submitted against any claim during the execution of the contract or later stage under Employees Provident Fund and workmen Compensation Act before release of payment of First bill. All due payments of the contractor shall be released through ECS/EFT on furnishing the following details:

- a. Account number (type)
- b. Bank name & code
- c. Branch name, address & code (as appearing on MICR cheque issued by the bank, RTGS/IFS code)

3.2 For any deficiency or defective service, an amount proportionate to the rates quoted by the contractor as given in his Price Bid shall be deducted from the monthly payment made to the contractor. The decision of Engineer-in-charge shall be final in this regard.

3.3 Due payment after completion of each month after making any recoveries etc. towards taxes, duties & nonperformance as described elsewhere in the bid documents shall be made to the contractor. No payment to the contractor shall be released till the contractor submits the bill for the work done by him. The bills shall be paid monthly.

3.4 Proportionate payment shall be deducted from the contractor's bill if any work is found to be not done/is incomplete or is unsatisfactory, as adjudged by the Engineer-in-charge. In case of any difference of opinion between the engineer in charge and the contractor, regarding the non-performance or unsatisfactory performance of work, the matter will be referred to the concerned General Manager/Executive



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Director, RAILTEL, whose decision on the matter shall be final. RAILTEL may also, at their discretion get such defective/deficiency work done at the risk & cost of the contractor and recover the actual amount spent plus 20% of actual spent amount including all actual RAILTEL establishment charges, from the contractor's bills. Repeated lapses in doing the work satisfactorily shall result in rescinding the contract as described in clause 4.

CLAUSE 4: When Contract can be rescinded

- 4.1 The Engineer-in-Charge may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing absolutely rescind the contract in any of the following cases:

If the Contractor has abandoned the Contract

- ii. If the Contractor has, without reasonable excuse, failed to commence the work considering handing over- taking over period within specified period under clause 2.1/Section 1 of tender documents or has suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of 7 (seven) days from the Engineer-in-Charge.
- iii. If the Contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- iv. If the Contractor persistently neglects to carry out his obligations under the Contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 (seven) days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- v. If the contractor having been given a notice by the Engineer-in-Charge in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike unprofessional manner or/and omits to comply with the requirements of such notice for a period of seven days thereafter.
- vi. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or



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the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

- vii. If the contractor shall offer or give or agree to give to any person in RAILTEL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for RAILTEL; or
- viii. If the contractor shall enter into a contract with RAILTEL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
- ix. If the contractor shall obtain a contract with RAILTEL as a result of wrong tendering, fraudulent supporting documents or information or other non-bonafide methods of competitive tendering; or
- x. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport to do so, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- xi. If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority.

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

- a) To terminate or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission, the Earnest Money Deposit and/or full security deposit recoverable under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of RAILTEL. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited.



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- b) To employ labour paid by RAILTEL and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-Charge shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub clause should only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the RAILTEL are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.
- c) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by RAILTEL under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the RAILTEL are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
- d) Any excess expenditure incurred or to be incurred by RAILTEL in completing the works or part of the works or the excess loss or damages suffered or any may be suffered by RAILTEL as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to RAILTEL in law be recovered from any moneys due to the contractor on any account and if such moneys are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- 4.3 If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plants, implements, temporary buildings, etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor it shall be recovered in accordance with the provision of the contract.
- 4.4 In the event of any one or more of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into



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any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof, or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value to be paid the value so certified.

- 4.5 Provided further that if any of the recoveries to be made, while taking action as per 4.2 (b) and/or 4.2 (c) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the RAILTEL exceeds the security deposit so forfeited.

CLAUSE 5.0 Payment of final Bill

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

CLAUSE 6.0 Contractor to Keep Site Clean

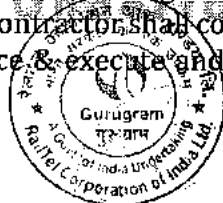
When the repairs and maintenance of works are carried out, the splashes and droppings from white washing, color washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms or premises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

CLAUSE 7.0 Materials not to be supplied by RAILTEL

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

CLAUSE 8.0 Execution of work.

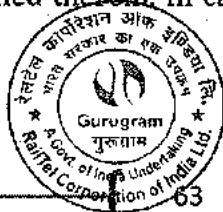
- 8.1 The contractor shall execute the whole and every part of the work in the most professional and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the agreement, site requirements & instructions of the Engineer-in-Charge. The contractor shall comply with the provisions of the contract and with the care and diligence & execute and maintain



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the installations and provide all labour and materials, tools and plants in so far as necessary for providing these or as inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of maintenance.

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



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

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

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

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

CLAUSE 10.0 Contractor to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, conflag, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer in



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charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

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

CLAUSE 11 Recovery of Compensation paid to Workman

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

CLAUSE 12 Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Employer is obliged to pay any amounts of wages to a workman employed by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Employer's Contractors, the Employer will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, the Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor whether under this contract



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or otherwise. The Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which the Employer might become liable in contesting such claim.

CLAUSE 13

Labour Laws to be complied by the Contractor

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

In addition to the above the contractor shall comply with the Employees Provident Funds and Miscellaneous Provisions Act 1952, Employees' state insurance Act 1948, Industrial Dispute Act 1961, Payment of Bonus Act 1965, Equal Remuneration Act, 1976, Payment of Gratuity Act 1979, Industrial Employment (standing order) Act 1946, (where ever is applicable) and also abide by the provisions of all other applicable labour laws as amended from time to time.

Any liability that arises on RailTel due to any act/omission/non-adherence of any provision of the applicable laws by the contractor, RailTel shall have the right to deduct such amount from the money due to the contractor, to make good the loss suffered by RailTel on this account.

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

CLAUSE 13 A Employment of Under-age Labour

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

CLAUSE 13 B

Payment of wages:

- i. The contractor shall be obliged to pay salary and wages to the persons employed by him directly or indirectly and deployed at the RailTel's office (s) at the rates notified



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under the Minimum Wages Act, 1948 and the Rules frame there under and applicable to the state of Delhi and to the state of Haryana, whichever are higher, for the reasons that the registered office and the corporate office of the Company RailTel are located in Delhi and at Gurgaon in the state of Haryana. The contractor shall ensure compliance of Minimum Wages Act and Rules as applicable and also ensure compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970 and the Rules thereunder wherever applicable.

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



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

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

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

CLAUSE 13 C Compliance with provisions in Safety Code

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



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CLAUSE 13 D Submission of fortnightly Statement on labour employed

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

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

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

CLAUSE 13 E**Compliance with the Rules on Health and Sanitary arrangements**

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

CLAUSE 13 F**Maternity Benefits**

Leave and pay during leave shall be regulated as follows:

1. Leave: (including leave for miscarriage)

- (i) As per Maternity benefits Act 1961/ Employees state Insurance Act 1948 (as



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2. Pay:

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

3 The contractor will be under obligation to comply with all the laws pertaining to Maternity benefits to the female workman including compliance with all provisions of Maternity benefit Act 1961 and ESI Act 1948 as amended from time to time.

4 Conditions for the grant of Maternity Leave:

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

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

CLAUSE 13 G

Action in case of Non-observance of Rules and Regulations

In the event of the contractor (s) committing a default for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect he/they shall, without prejudice to any other liability, pay to the Employer a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put together. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/ are not properly observing the provisions of the Contract Labour (Regulation and Abolition) Act 1970,



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

CLAUSE 13 H

Compliance with instructions on removal from site of undesirable person

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

CLAUSE 13 I

Minimum Wages Act to be Complied with

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

CLAUSE 14.0

Settlements of Disputes & Arbitration

- 14.1 All disputes or differences of any kind whatsoever arising out of or in connection with the contract whether during the progress of the work or after its completion



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and whether before or after the determination of the contract shall be referred either by the contractor or by RAILTEL to Arbitration. RAILTEL shall within 120 days after the receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matters listed in Clause 15 shall be deemed as "EXCEPTED MATTERS" and decision of the RAILTEL authority thereon shall be final and binding on the contractor Provided further that "EXCEPTED MATTERS" shall stand specifically excluded from the purview of the Arbitration clause and not be referred to arbitration.

14.2 Demand for Arbitration

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

- 14.2.1 The demand for arbitration shall specify the matters, which are in question, dispute or difference as also the amount of claims item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made with claims shall be referred to Arbitration and other matters shall not be included in the reference.
- 14.2.2 No new matter or claim shall be added during the proceedings by either party. However, a party may amend or supplement the original claims or defense thereof during the course of arbitration proceedings subject to acceptance by the Sole Arbitrator/Arbitral Tribunal having due regard to the delay in making it.
- 14.2.3 If the contractor(s) does/do not prefer his/their specific and final claim in writing within a period of 30 days of receiving the intimation from the RAILTEL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and RAILTEL/(name of client) shall be discharged and released of all liabilities under the contract in respect of these claims.
- 14.2.4 **Obligation during pendency of Arbitration**
Work under the contract shall, unless otherwise directed by the Engineer-in-charge continues during the Arbitration proceedings and no payment due or payable by RAILTEL shall be withheld on account of such proceedings.
- 14.2.5 Matters in question, dispute or difference to be arbitrated upon shall be referred to for decision to: -



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- 14.2.5.1 An officer of RAILTEL not below the rank of Jt. General Manager may be the appointing authority for selection of Sole Arbitrator (where the contract value is up to Rs.100.0 Lakhs) nominated by the Director in-charge of the work or in his absence by any other Director or Managing Director of RAILTEL (herein- after called appointing authority) and where the total value of all claims in question added together does not exceed Rupees One Hundred Lakhs.
- 14.2.5.2 An officer of RAILTEL not below the rank of Addl. General Manager may be the appointing authority for selection of Sole Arbitrator (where the contract value is up to Rs.200.0 Lakhs) nominated by the Director in-charge of the work or in his absence by any other Director or Managing Director of RAILTEL (hereinafter called appointing authority) and where the total value of all claim in question added together does not exceed Rupees Two Hundred Lakhs.
- 14.2.5.3 An officer of RAILTEL not below the rank of General Manager may be the appointing authority for selection of Sole Arbitrator (where the contract value is upto Rs.300.0 Lakhs) nominated by the Director in-charge of the work or in his absence by any other Director or Managing Director of RAILTEL (hereinafter called appointing authority) and where the total value of all claims in question added together does not exceed Rupees Three Hundred Lakhs.
- 14.2.5.4 An Arbitral Tribunal consisting of three arbitrators who shall be appointed by RAILTEL officers not below the rank of Jt. General Manager (where the contract value is more than Rs.300 Lakhs) or equal status will be appointed in the manner laid down in Clause 14.2.5.5 for all claims above Rupees Three hundred Lakhs.
- 14.2.5.5 For the purpose of appointing the Arbitrators as referred to in Clause 14.2.5.4 above, RAILTEL will send a panel of more than three names of officers of appropriate status of RAILTEL to the contractor (s) who will be asked to suggest two names out of the list as the contractor's nominee. The appointing authority of RAILTEL while appointing at least one of them as contractor's nominee will also appoint a second Arbitrator as the nominee of RAILTEL either from the panel or from outside the panel ensuring that one of the Arbitrators so nominated is invariably from the Accounts Department.

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

- 14.2.5.6 In the case of Sole Arbitrator, he shall be a qualified Engineer of appropriate status with at least a University Degree in the appropriate branch of Engineering or having an equivalent qualification recognized by the Institution of Engineers (India). In the case of Arbitral Tribunal, one Arbitrator will be qualified Engineer



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of appropriate status as detailed above, and the second arbitrator will be an Accounts Officers of appropriate status. The third and presiding Arbitrator shall be qualified Engineer chosen by the two Arbitrators, keeping the terms of Clause 14.2.5.5 and the above in view.

- 14.2.6 If the Sole Arbitrator appointed under clause 14.2.5.1, clause 14.2.5.2 or clause 14.2.5.3 or one or all the Arbitrators appointed under clause 14.2.5.5 withdraw/withdraws from his/their office as Arbitrator/Arbitrators or is/are unwilling to perform his/their functions as Arbitrator, for any reason whatsoever or dies/die, the appointing authority may appoint new Arbitrator/ Arbitrators to act in his/their place in the same manner in which the previous Arbitrator/ Arbitrators had been appointed. The Sole Arbitrator/reconstituted Arbitral Tribunal may at his/their discretion proceed with the reference from the stage at which it was left by the previous Arbitrator/Arbitrators.
- 14.2.7 The Arbitrator/Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator or Arbitrators shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator/ Arbitrators to make the award without any delay.
- 14.2.8 The Arbitral award shall state calamities the sum and reasons upon which it is based.
- 14.2.9 In case of the Arbitral Tribunal any decision of the Arbitral Tribunal or the award shall be made by a majority of all its members.
- 14.2.10 The Arbitral Award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which award is made.
- i) Subject as aforesaid, Arbitration and Conciliation Act 1996 and the Rules thereunder and any statutory amendments and modification thereof shall apply to the Arbitration proceedings under the clause.
- ii) The venue of Arbitration shall be in Gurgaon (Haryana)

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

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

1. Illegal Gratification: - Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant or any one on his or on their behalf to any officer, or employee or RAILTEL or to any person on his or their behalf in the relation to the obtaining of the execution of this or any other contract



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with RAILTEL, shall, in addition to any criminal liability which he may incur, subject the Contractor to the rescission of the contract under the contract or any other contracts with RAILTEL. The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employees of RAILTEL and if he shall do so RAILTEL shall be entitled forthwith to rescind the contract and all other contracts with RAILTEL. Any question or dispute as to the commission of any offence or compensation payable to RAILTEL under this clause shall be settled by the General Manager/RAILTEL in decision shall be final and conclusive.

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

CLAUSE 16.0 INDEMNITY REGARDING DAMAGE TO PERSONS AND PROPERTY:

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

Clause 17.0 OTHER INDEMNITY

The contractor shall also indemnify RAILTEL (through Indemnity bond on format approved by RAILTEL, before commencement of work/release of first bill) against any fine/penalty/ prosecution levied by any government authority for any violation of environment laws, safety norms, labour laws (like workmen compensation Act etc. in respect of workers engaged by the contractor), PF laws, health laws etc. which



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may occur in the process of carrying out of this work or at later stage. It will be the contractor's responsibility to ensure that relevant rules & regulations are fulfilled by him.

CLAUSE 18.0 INSURANCE:

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

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

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

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



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aforesaid, the Engineer-in-Charge or the RAILTEL shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim.

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

CLAUSE 20.0 Requirement of Staff:

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

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

Category	Min. Nos. Required	Minimum Qualification	Minimum nos. of years of experience in relevant field	Nature of experience
Facility Management Supervisor	01	Class 10 th pass	3 yrs	Over all supervision of FM services in a multistoried building covering different services as listed out in the scope of work including Maintenance and upkeep of all civil / Electrical assets and operation and upkeep of DG set/Air-



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				conditioner/ Ac plant/duct. The incumbent should also have experience of liaising with different civil/MCG authorities for obtaining necessary permits/ approvals etc.
Carpenter	01	Possessing ability to read & write	3-4yrs	Carpentry work
Plumber cum STP operator	01	Possessing ability to read & write	4 yrs	Plumbing Work
Spider man	01	Possessing ability to read & write	1 yr	Façade Cleaning
House keeping Helper	05 (04 males + 01 female)	Possessing ability to read & write	1-2 yrs	Housekeeping
Total Staff = 09 Nos.				

- 20.1 The staff should be got approved in writing from the Engineer-in-charge (whose approval may be withdrawn at any time) for supervision and execution of the work to receive directions / instructions from Engineer-in-charge of the work on behalf of the contractor and execute the work accordingly. The staff of the contractor will not be changed without the approval of the Engineer-in-charge. The passes/Identity cards issued to them if any shall be handed over to RAILTEL representative. Staff/manpower of same qualification and experience as above table would be posted.
- 20.2 In case of any manpower/staff has to go on leave (including Maternity Leave), the contractor must bring it to notice of in-charge in advance. In such cases, he should be replaced by qualified and experience staff/manpower in consultation with in-charge and without any gap in attendance.
- 20.3 The contractor and its employees shall maintain strict confidentiality of information provided to them during the contract period, no part of information in any form now or ever shall be discussed to any person(s) or company(ies). The incidental provision of information to successful bidder and its employees is just for carrying



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out the job assigned and nothing more than that. Any violation or attempt of violation may lead to legal action under appropriate law.

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

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

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

CLAUSE 21.0 RATES TO BE INCLUSIVE OF TAXES & LEVIES

- i) Tendered rates must be inclusive of all taxes, duties and levies payable under the respective statutes. However, break up to taxes is to be shown separately. Applicable GST shall be paid in first running bill and subsequent running bills shall be entertained only after producing proof of payment of to the concerned authority for the previous month already paid to the contractor. (In case GST payment to the concerned authority is delayed by the contractor, the payment of penalty, interest or any other charges shall be borne by the contractor). However, pursuant to the Constitution (Forty six Amendment) Act, 1982, if any new tax or increase/decrease in tax (except GST) or levy is imposed by the statute, after the date of receipt of tenders, and the contractors thereupon necessarily and properly pay such taxes/levies the contractor shall be reimbursed the amount so paid on production of proof of payment, provided such payment, if any is not in the opinion of RAILTEL (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor. RAILTEL will have no liability whatsoever on any account to pay any taxes, levies, duties etc levied by Central / State Govt. pertaining to execution of the work.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same



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by duly Authorized representative of RAILTEL and further shall furnish such other information/document as the Engineer-in-charge may require.

- iii) The contractor shall, within in a period of 30 days of imposition of any further tax or levy pursuant to the Constitution (Forty-six Amendment) Act, 1982 give a written noticethereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 22.0 Termination of Contract on death of Contractor

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

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

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

CLAUSE 24.0 Force Majeure

- 24.1 Neither Contractor nor Owner (RAILTEL) shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not limited to war, hostilities, revolution, riots, civil commotion, strikes, lock-outs, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of God or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 (thirty) days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve the notice, within the shortest possible period without delay.
- 24.2 As soon as the cause of Force Majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 24.3 From the date of occurrence of a case of Force Majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and the inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.



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- 24.4 If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right upon written notice of thirty (30) days to the other party to terminate this agreement.

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

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

CLAUSE 26.0 SUFFICIENCY OF TENDER

- 26.1 The contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the works and of the rates and prices quoted in the Bill of Quantities which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and everything necessary for the proper completion and maintenance of the works. If required, the contractor shall obtain clearances from concerned local authorities at his cost. The cost of any item for which contractor has failed to enter rate shall be deemed to be covered by other rates entered in the Bill of Quantities. The Contractor shall also co-ordinate with any other agency working in the same project, compare plans, specifications and the time schedules and so arrange his work that there will be no interference. RAILTEL shall entertain no claim on this account.

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

a) INCOME TAX DEDUCTIONS:

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

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

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

26.3 WATER AND ELECTRIC SUPPLY

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



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27.0 CONTRACT AGREEMENT:

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

28.0 ACCOMMODATION FOR STORAGE OF MATERIALS

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

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

29.0 PRICE ESCALATION:

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

SPECIAL CONDITIONS OF CONTRACT

30.0 Special Conditions of contract for mandatory updating of labour data on Railway's Shramik Kalyan portal by contractor.

30.1 In order to increase transparency in payment of contract Labour wages and other payments, a web-based e-application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in.

30.2 All contractors are required to upload details of their LOA's engaged workmen, wage payment details, PF/ESI details, bonus details, on monthly basis. The details so uploaded shall be available in public domain.

30.3 Contractor is to abide by the provisions of payment of wages act & Minimum wages act. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in; Contractor shall register his firm/company etc. and upload requisite details of labor and their payment in this portal. These details shall be available in public domain. The Registration /updating of portal shall be done as under:



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- a) Contractor shall apply for one-time registration of his company /Firm etc. in the Shramik Kalyan portal with requisite details subsequent to issue of letter of Acceptance. P&A Department/ RailTel shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b) Contractor once approved by RailTel-P&A Department, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favor.
- c) The contractor once registered on the portal, shall provide details on his letter of Acceptances (LOA)/Contract Agreements on shramik kalyan portal within 15 days of date of issue of any LOA for approval of concerned P&A department. P&A department/ RailTel shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- d) After approval of LOA by P&A department of RailTel, contractor shall fill the salient details of contract labor's engaged in the contract and ensure updating of each wage payment to them on shramik kalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labor & payments made thereof after each wage period.
- f) While processing payment of any 'On Account bill' or Final bill or release of 'Advances' or Performance Guarantee/Security deposit, contractor shall submit a certificate to the P&A department/ RailTel that I have uploaded the correct details of contract labor's engaged in connection with this contract and payment made to them during the wage period in Railway's Shramik kalyan portal at www.shramikkalyan.indianrailways.gov.in till month year

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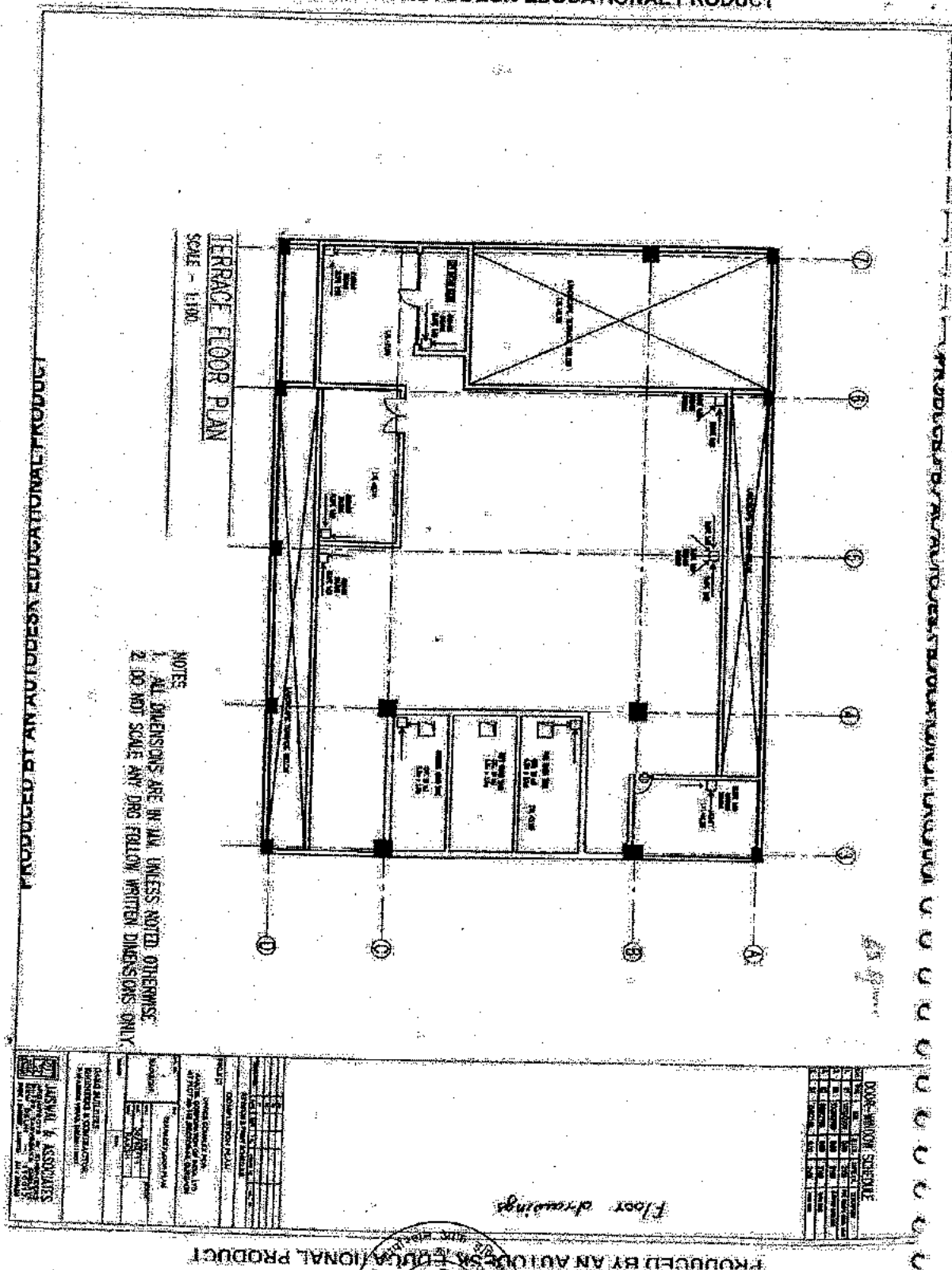
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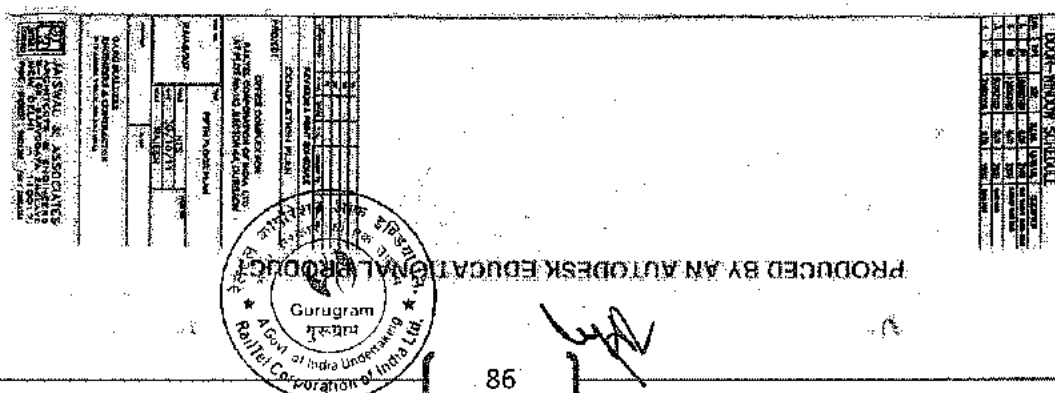
SECTION-4**DRAWINGS / BUILDING LAYOUT DRAWINGS.**

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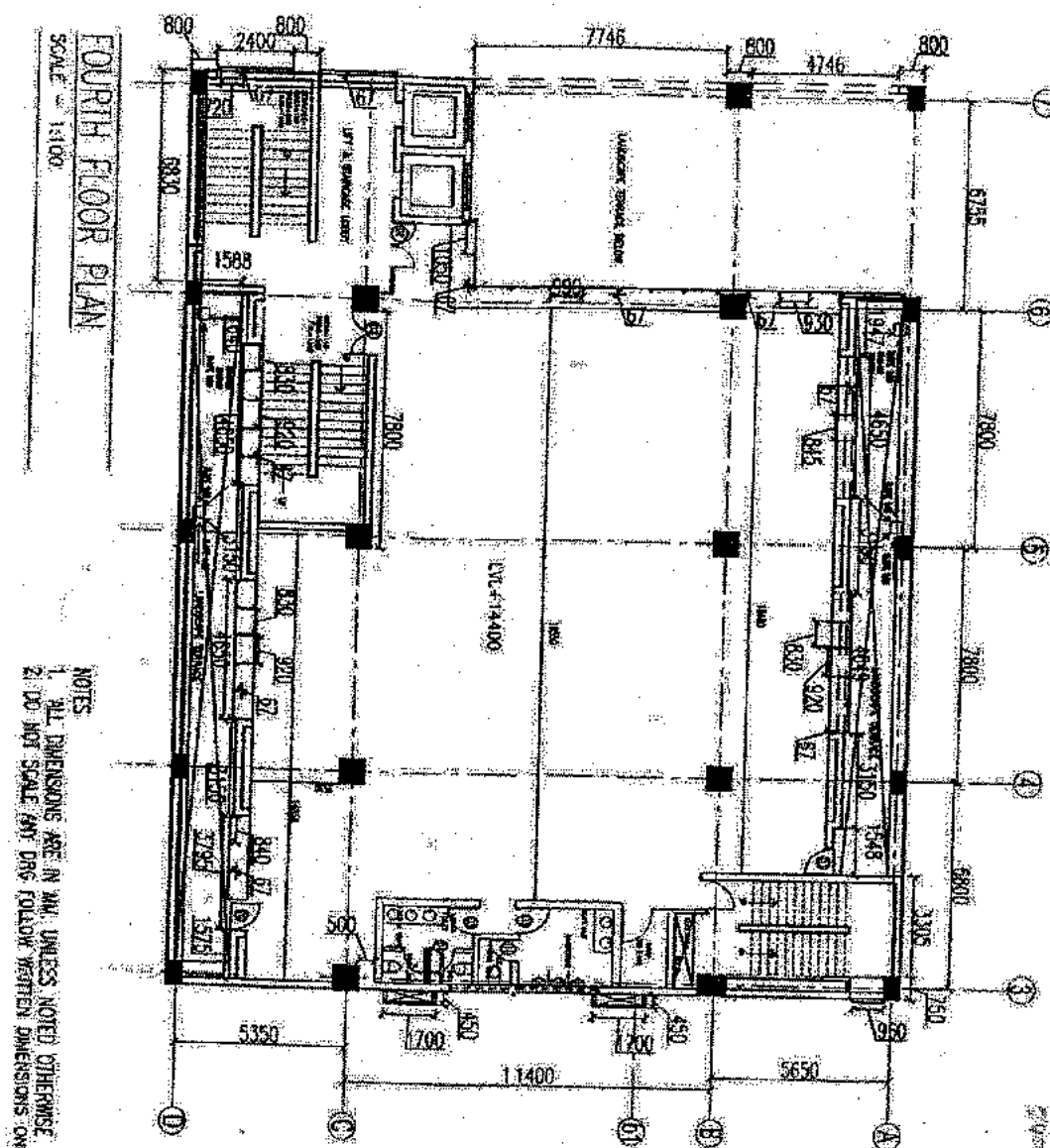


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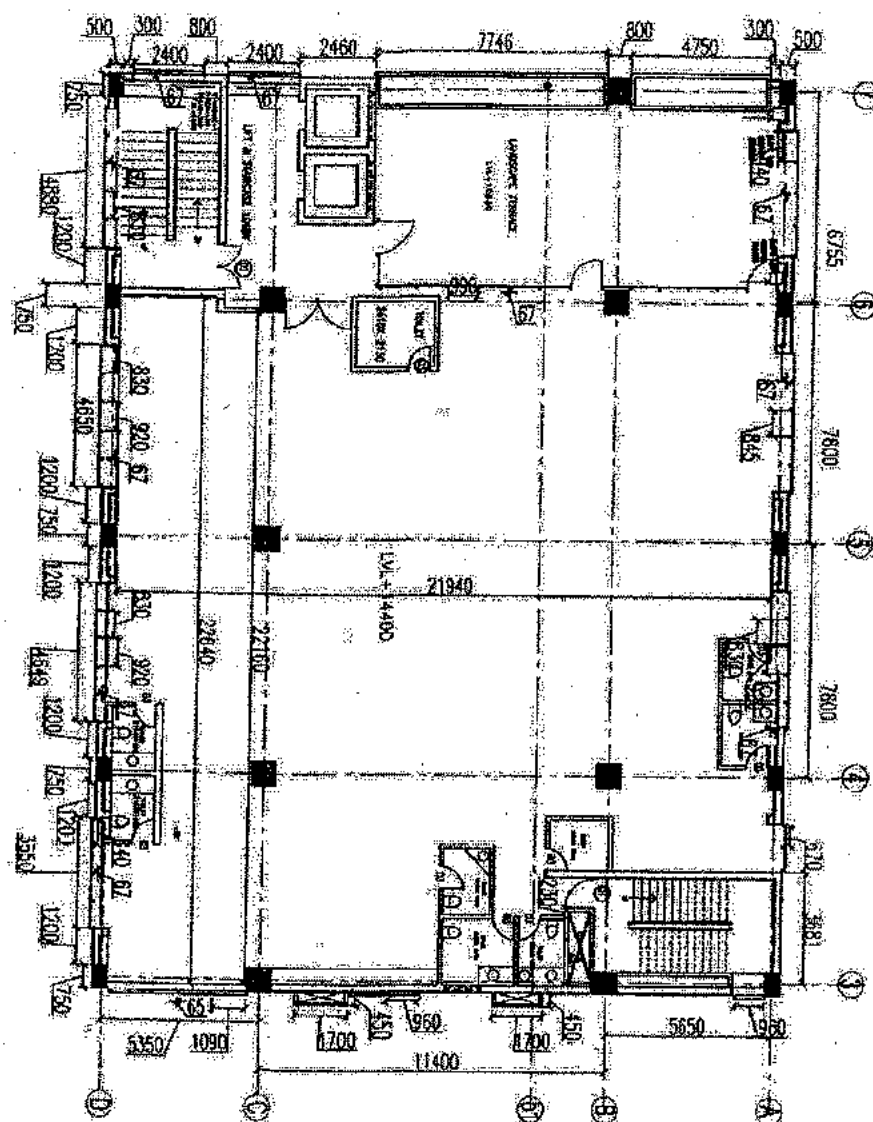
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THIRD FLOOR PLAN

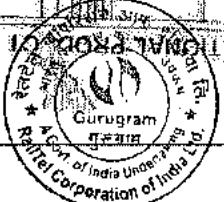


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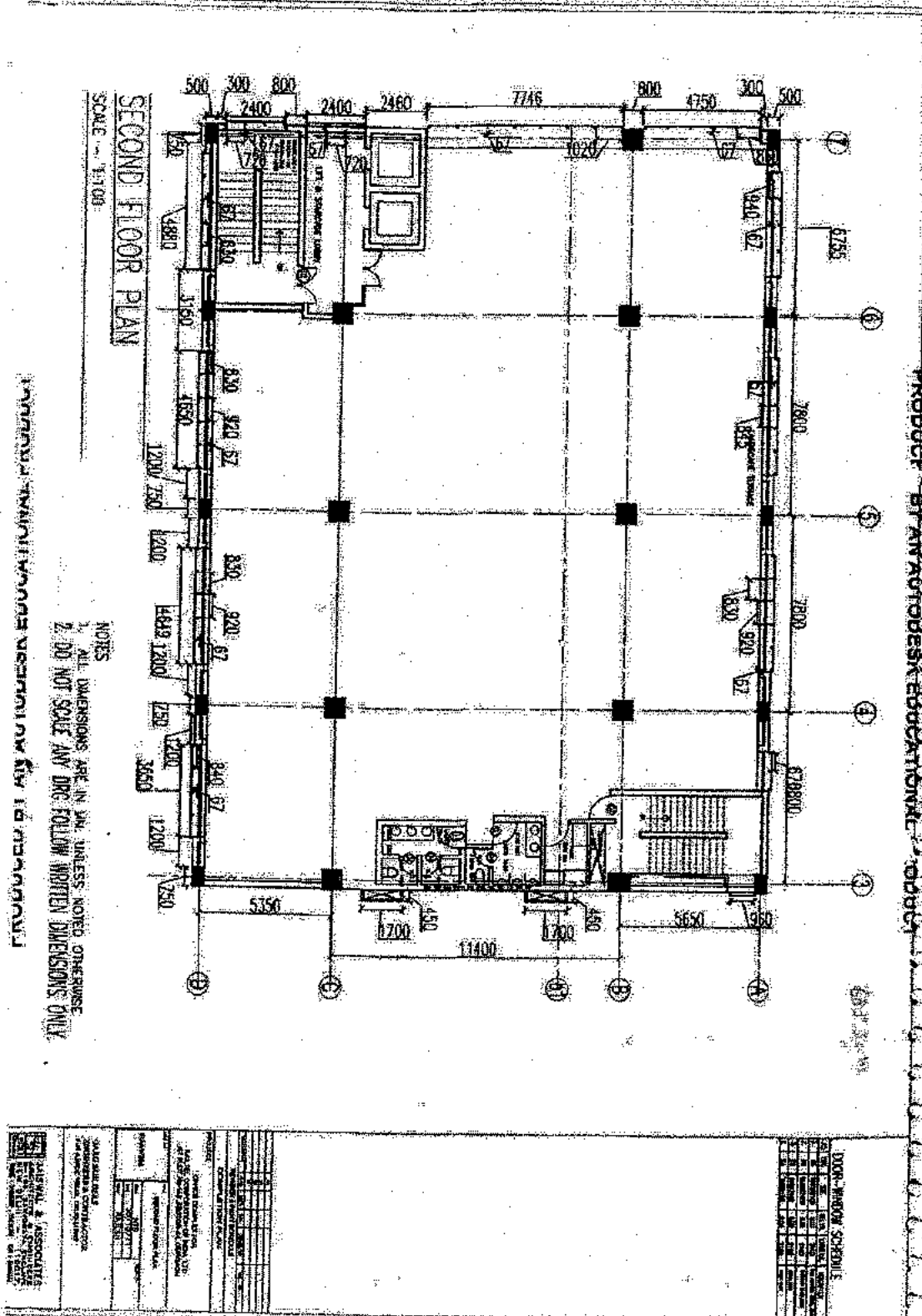
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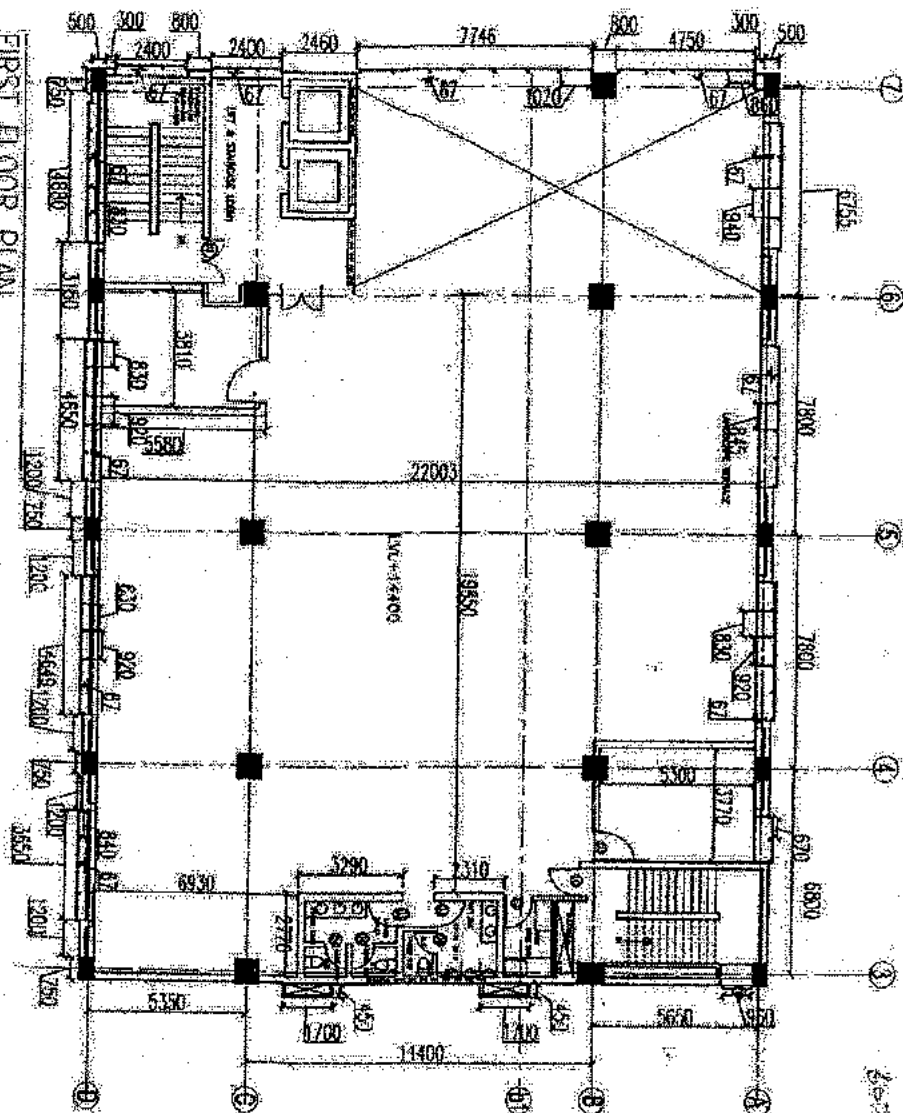
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FIRST FLOOR PLAN

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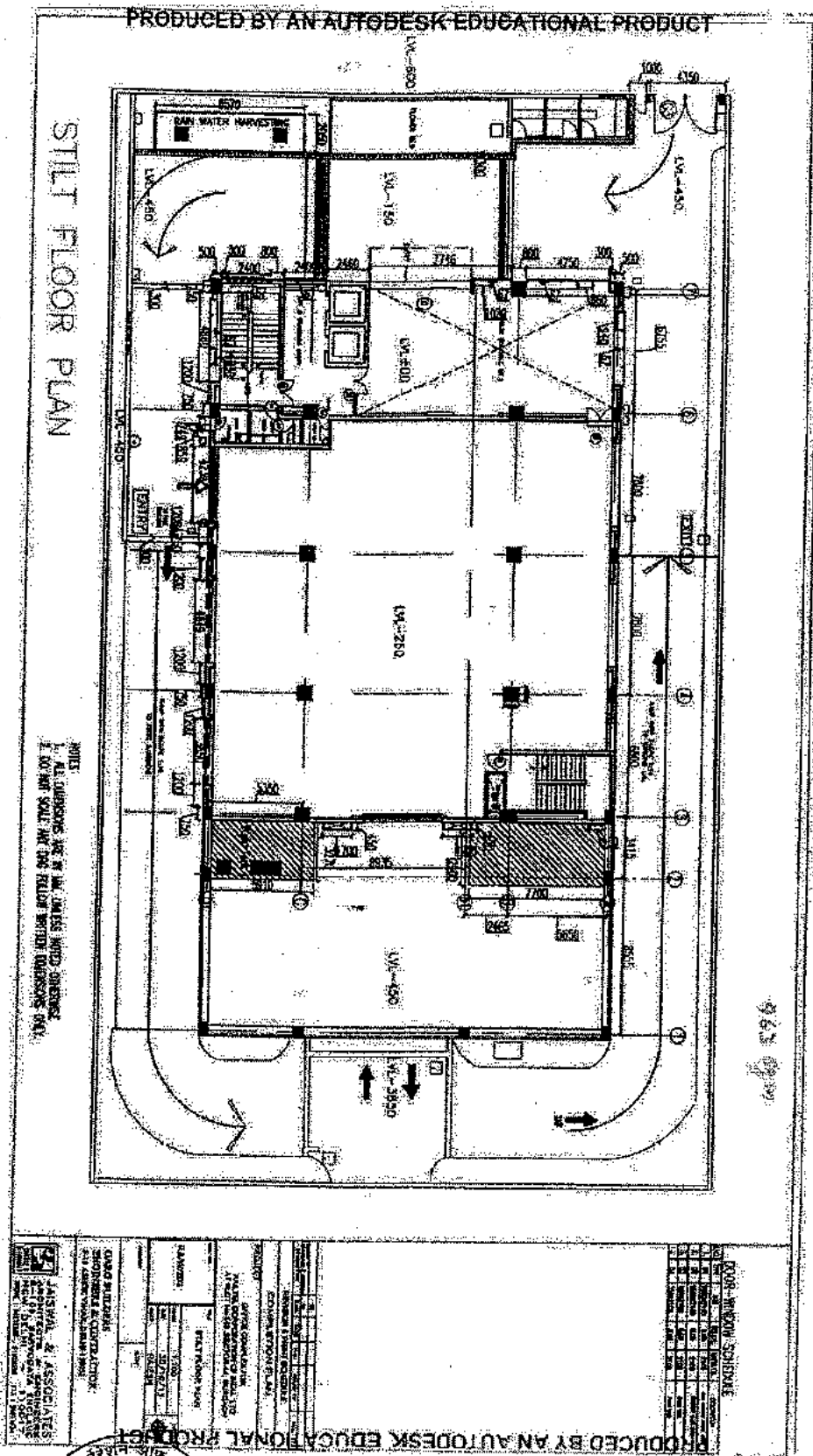


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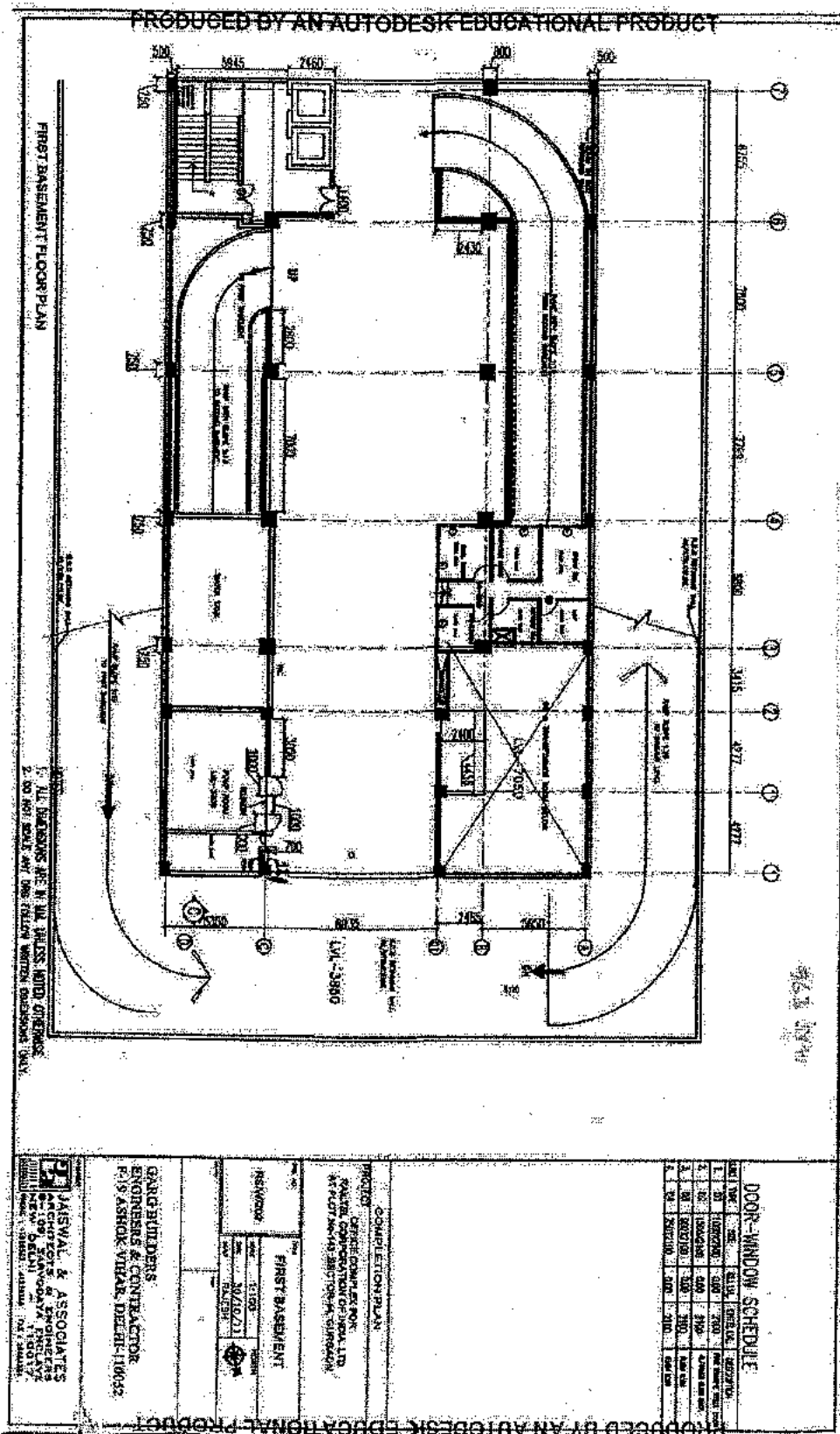
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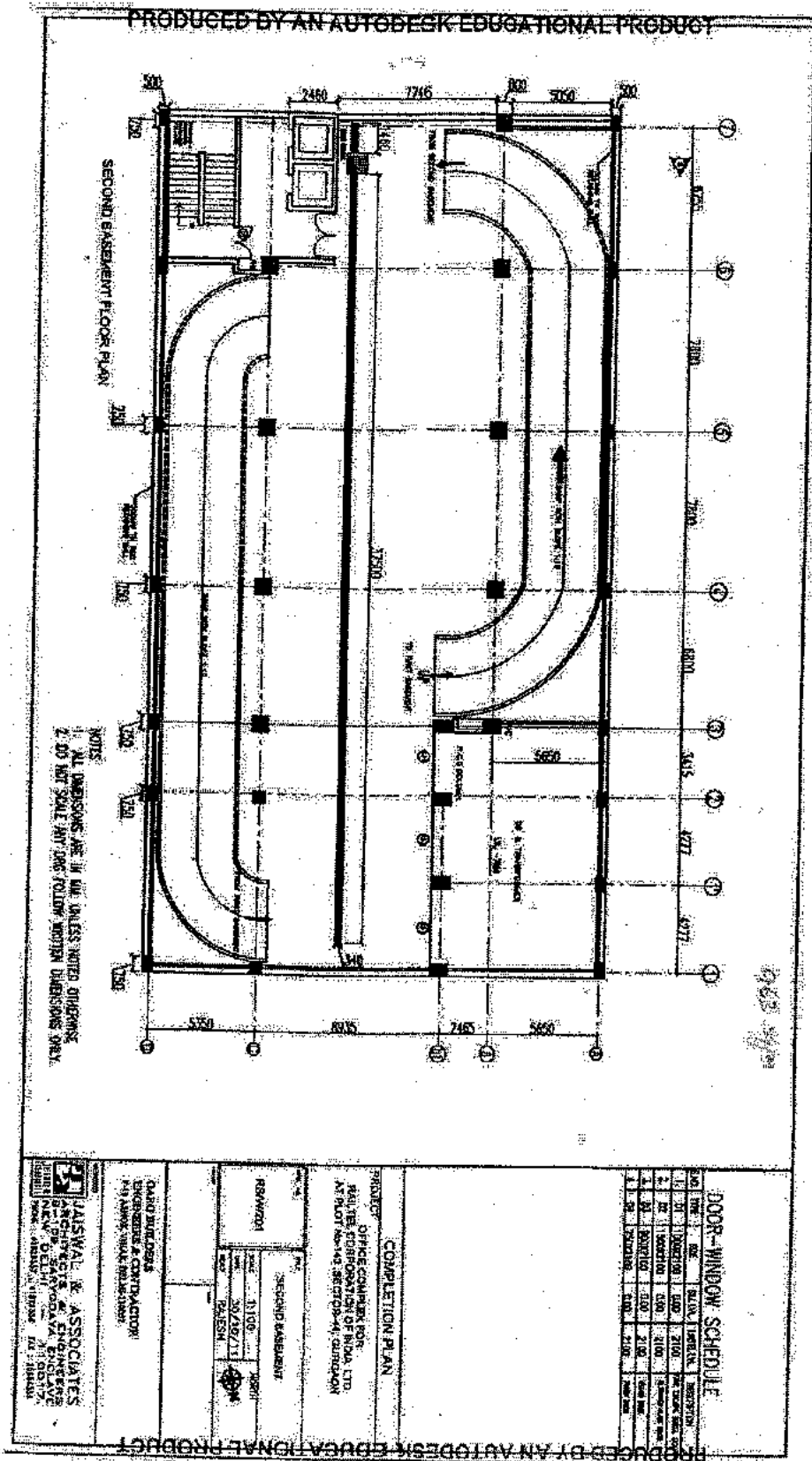


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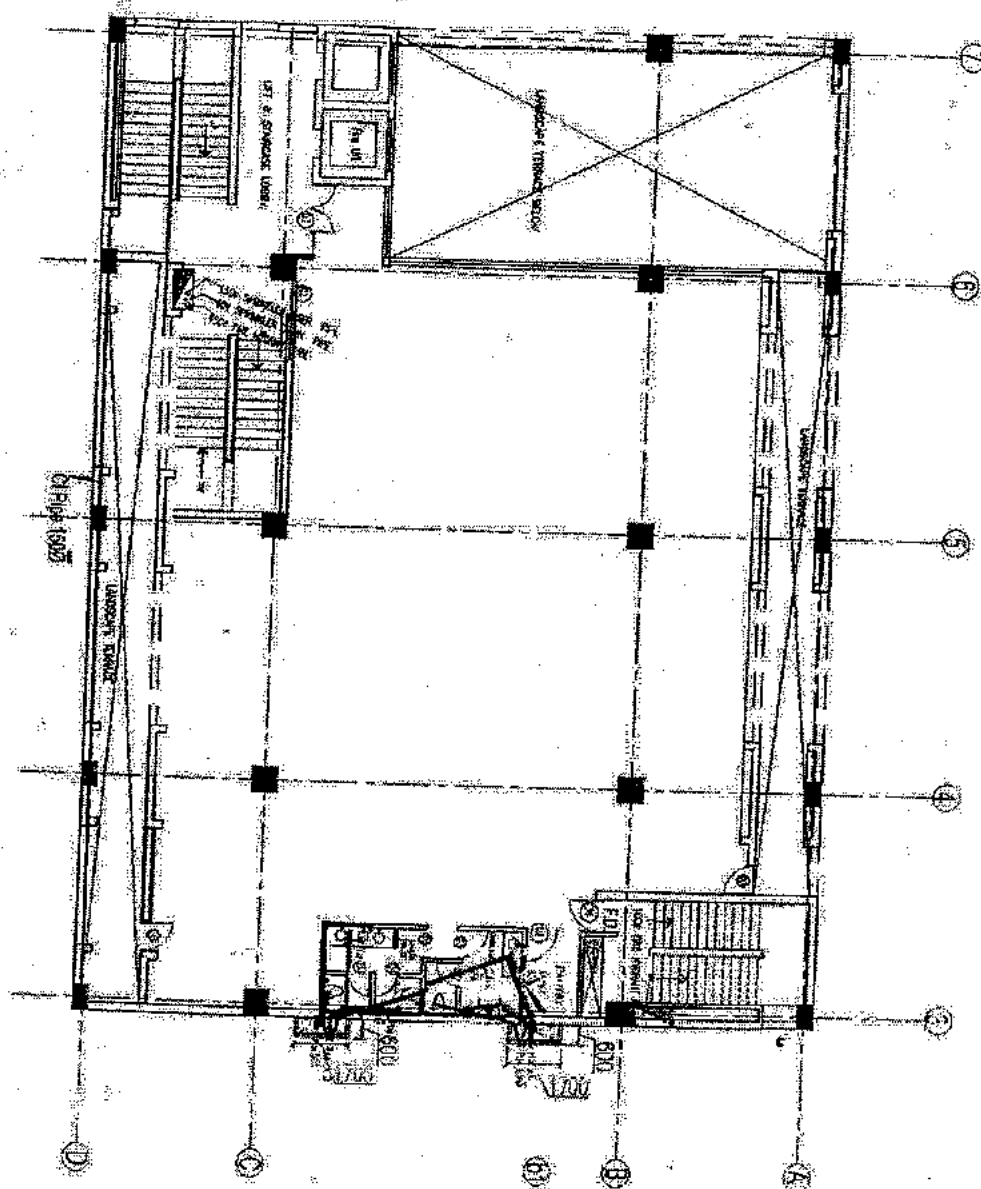
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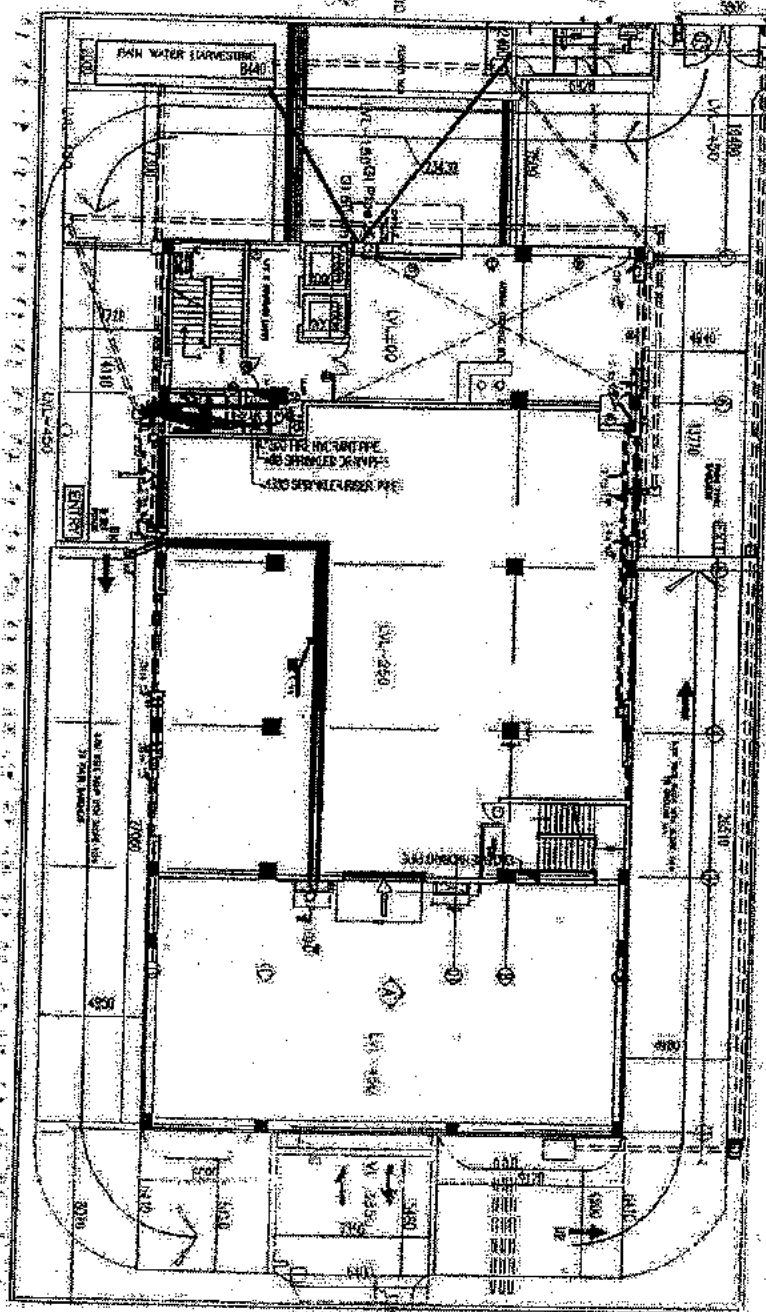
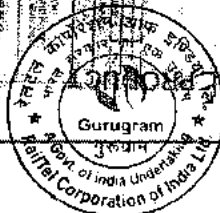
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Semi tang/pipe Line drawings



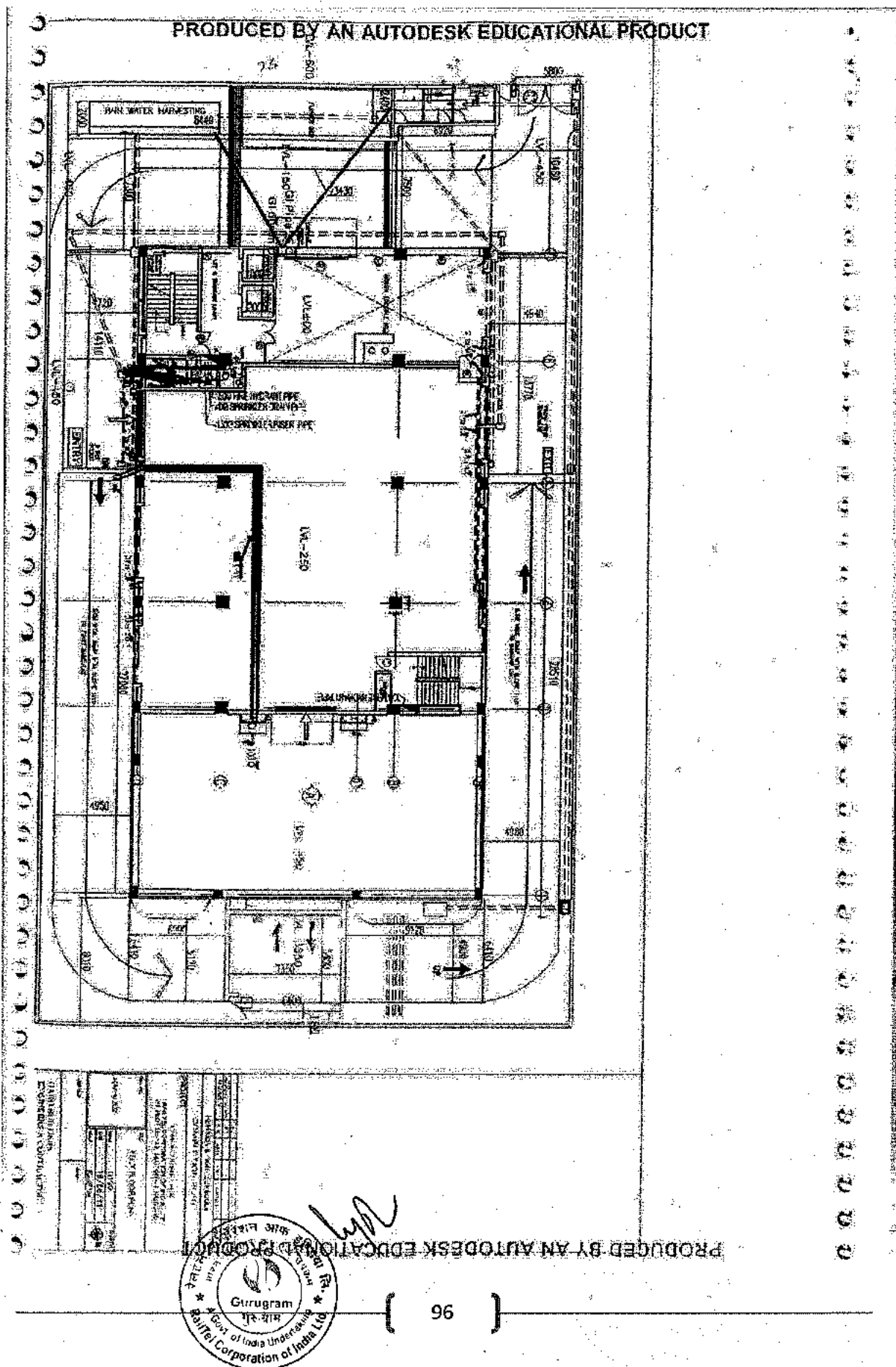
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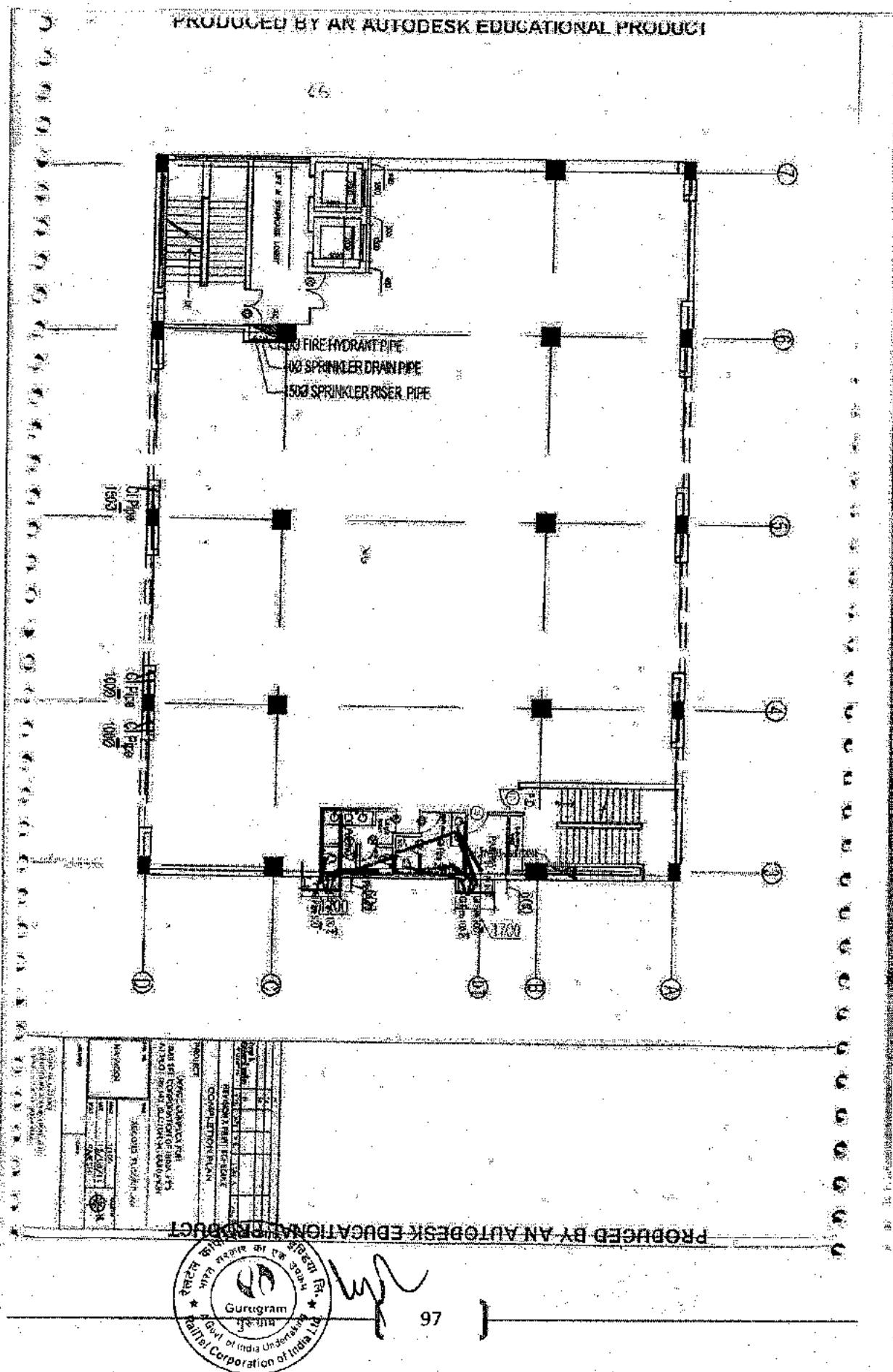
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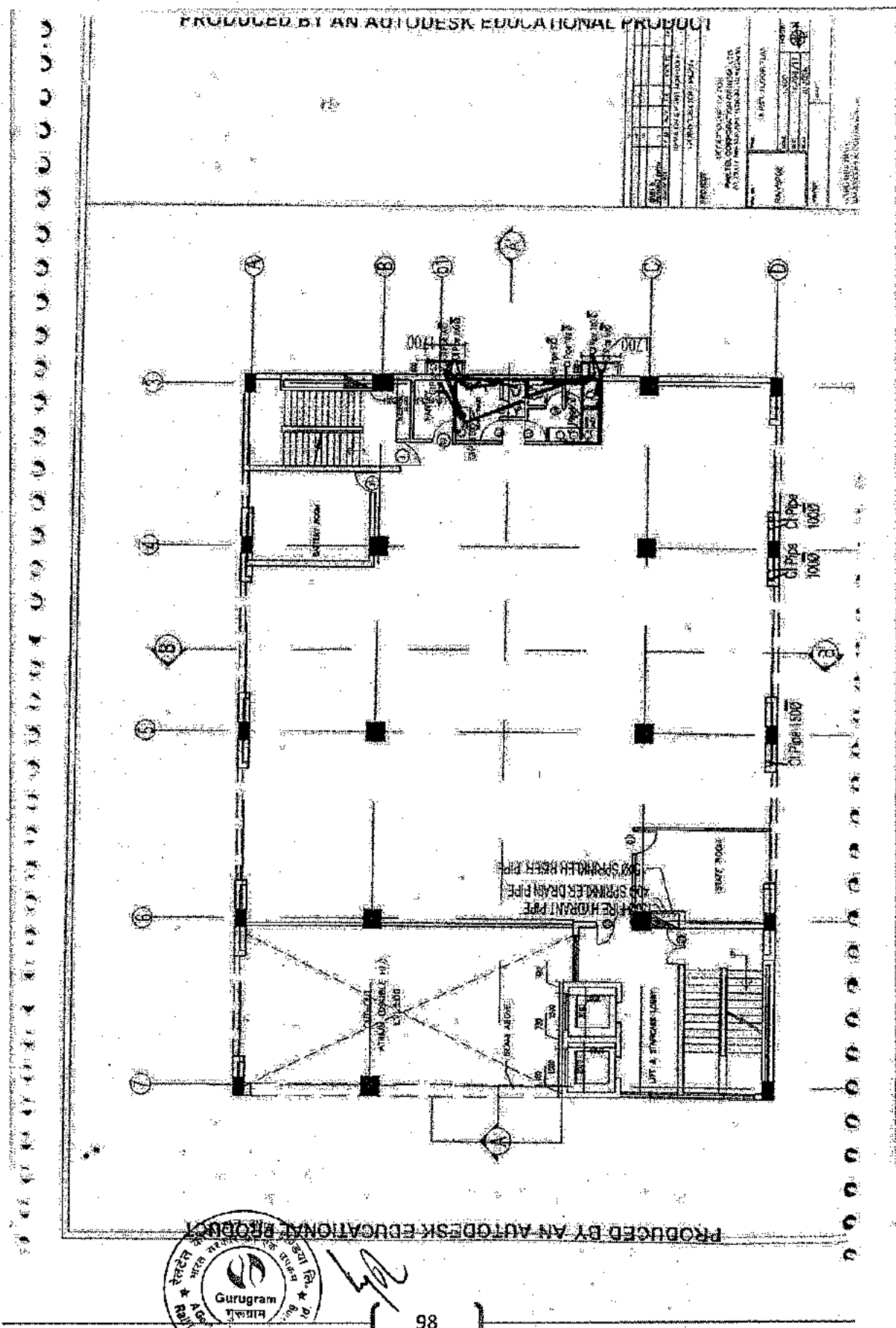
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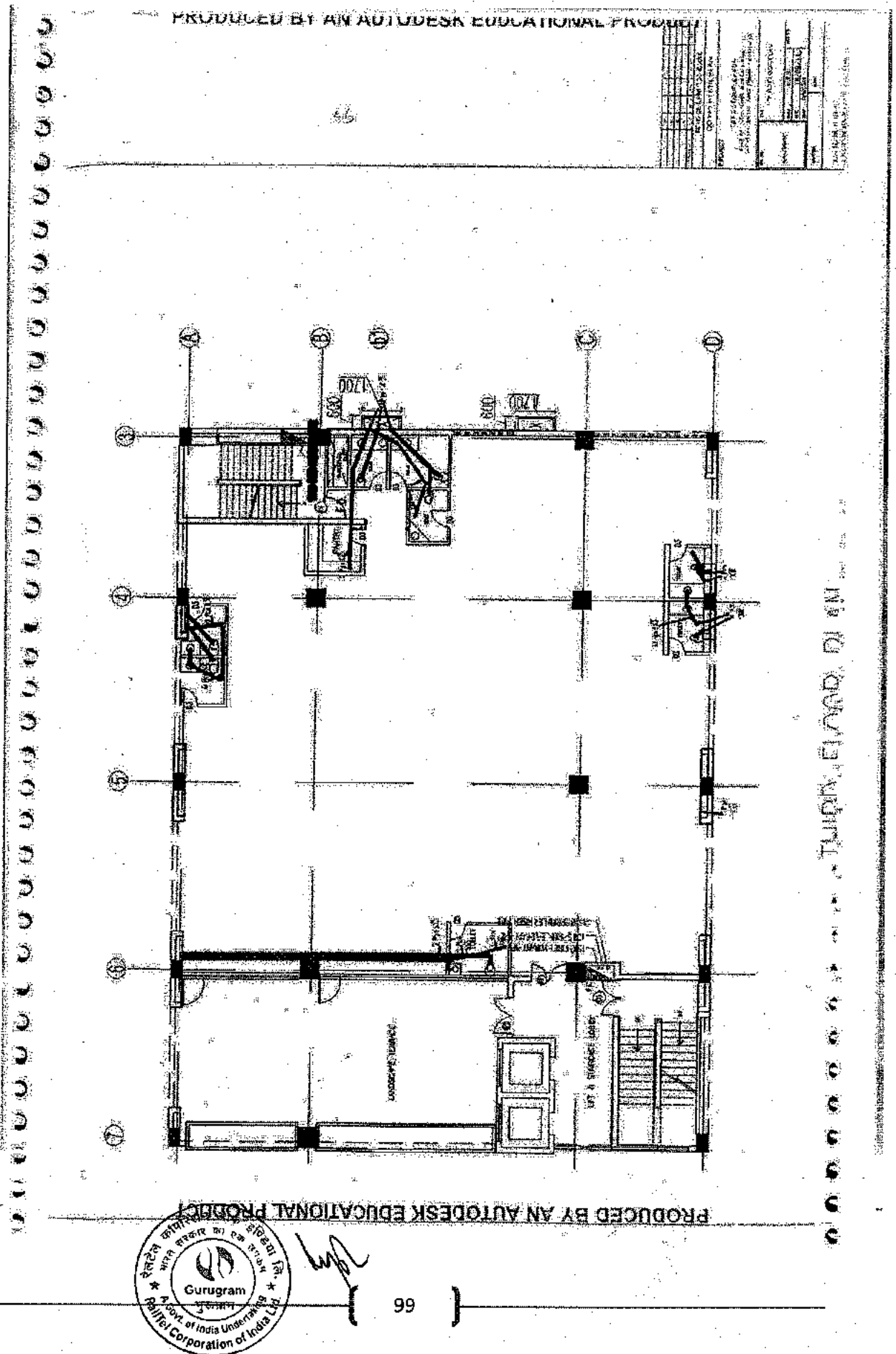
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RAILTEL CORPORATION OF INDIA LIMITED

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

TENDER DOCUMENT**VOLUME-II****BILL OF QUANTITIES
(SECTION-5)**

e-tender no. RailTel/COOPnA (FMS)/1/2021 (Computer no. 12121)

RAILTEL CORPORATION OF INDIA LIMITED**(A Government of India Undertaking under Ministry of Railways)****143, SECTOR-44,****Gurugram – 122003
(HARYANA)**

RailTel/CO0PnA (FMS)/1/2021(Computer no. 12121)

SECTION - 5**BILL OF QUANTITIES**(To be filled up completely, duly signed & stamped and uploaded on <https://railtel.enivida.com>)**Name of the Bidder:****Name & Address of the Company:****1. Invitation to bidder**

This Invitation to Bidder is for open e-tender for "Providing Facility Management services (FMS) for RailTel Office Complex building at plot no. 143, Sector-44, Gurugram.

S. No	Description of work.	Unit	Rate per month in Rs. in figures (excluding Tax)	Applicable Taxes	Total all inclusive rate per month
1	Housekeeping services, Cleaning & Maintenance of entire building including boundary wall and compound area.	Month			
2	Operation & Maintenance of Internal and External Luminaries fans, sliding glass door, Front Iron gate with boundary wall.	Month			
3	Operation & Maintenance of internal water supply, sanitation, sewerage (internal & external), Sensors, Water Coolers, RO water purifier, hand dryers, Sump Pumps, centrifugal pumps and maintenance of Rain Water Harvesting System.	Month			



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4	Pest Control and Fumigation	Month			
5	Upkeep and Maintenance of furniture like almirahs, Compactor, Filing cabinet, work stations, chairs, locks, partitions and Hardware fittings etc.	Month			
	Total amount per month(excl. taxes).		Rs.		
	Total amount per month(incl. taxes).		Rs.		
	Total amount for 24 months (in figures and words) -excluding taxes.		Rs.		
	Total amount for 24 months (in figures and words) – incl. taxes.		Rs.		

Remarks: 1) Scope of work under each item of BOQ shall be as per details given under "Spectrum of Services".

Date.....

Signature of Authorized Representative of the bidder.....

Place

Bidder's Stamp.....

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A Government of India
Underwriting



RailTel/COOPnA (FMS)/1/2021(Computer no. 12121)

Annexure- X**COMPLIANCE STATEMENT****(On Bidder's Letter Head)****DECLARATION**

We hereby undertake and agree to abide by all the terms & conditions and Scope of services stipulated by RAILTEL in the e-TENDER including all annexure, addendum and corrigendum.

Signature and Seal of Bidder

We certify that the product/services offered by us for e-tender conforms to the Technical specifications/requirement stipulated by you with the following deviations

List of deviations

1)

2)

3)

(If left blank it will be construed that there is no deviation from the specifications given above)

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Signature and Seal of Bidder



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Annexure- XI

Bidder's Profile Information**(on the bidder's letter head)**

Sl. No.	Particulars	Description
1	Name of the Bidders/Company	
2	Constitution	
3	Date of Establishment/ Incorporation	
4	Address Registered Office ----- Corporate/ Head Office	
5	Bank Details including – Account Name Account Number Bank & Branch Details IFSC Code	
6	Name of Contact Person (At least Two) Telephone Number Fax Number E-Mail Address Website	
7	Financial Details	2018-19 2019-20 2020-21 Current FY
	Net Profit	
	Turn Over	

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RAILTEL

Signature & Seal of Company

A Government of India



RailTel/COOPnA (FMS)/1/2021(Computer no. 12121)

Annexure-XIIProforma for Performance Bank Guarantee**PERFORMANCE BANK GUARANTEE BOND****(On Stamp Paper of Rs. One Hundred) (To be used by approved Scheduled Banks)**

In consideration of the RailTel Corporation of India Limited: Plate A, 6th Floor, Office Block, Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

1. (Herein after called RailTel) having agreed to exempt (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an 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) herein after referred to as "the Bank") at the request of Contractor(s) do hereby Under take 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 and our local branch at New Delhi (indicate detail address of local New Delhi Branch with code no.) 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 as due by



RailTel/CO0PnA (FMS)/1/2021(Computer no. 12121)

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.

We,..... Bank further agree that the Guarantee here in 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.

We, 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 or 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



RailTel/COOPnA (FMS)/1/2021(Computer no. 12121)

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 effect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).

We, the Bank further agree that this guarantee shall be invokable at our place of business at/New Delhi (indicate detailed address of local New Delhi Branch with code no.). The branch at New Delhi is being advised accordingly.

(indicate the name of Bank) hereby undertaken not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2021

for

(Indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature

Name

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RAILTEL

A Government of India
Undertaking



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RailTel/COOPnA (FMS)/1/2021(Computer no. 12121)

Annexure XIII

Pre-bid Query Format

BIDDER'S REQUEST FOR CLARIFICATION			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative
			Tel:
			Fax:
			Email:
S. No	Tender Reference(s) (Section, Page)	Content of Tender requiring clarification	Points of clarification required
1			
2			
3			

Bidder:

Signature

Name

Designation

Company

Date

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*To be submitted by email (Signed and Excel copy) / hardcopy



RailTel/COOPnA (FMS)/1/2021(Computer no. 12121)

Annexure XIV

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the tenderer) **

I.....(Name and designation) ** Appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ Of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof. I/we hereby declare that I/we have downloaded the tender documents from <https://railtel.enivda.com>
3. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer) _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.



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8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

Place & Dated:

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER

DEPONENT'S
SEAL AND SIGNATURE OF THE TENDERER

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.**

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Under Ministry of Railways



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Annexure-XV**ANNUAL TURNOVER OF THE COMPANY****(last 3 Financial Years & current financial year up to the date of inviting tender).****Name of Company/Firm/Agency.....**

S.N.	Description	Financial Data (in INR)			Current FY
		Year 2018-19	Year 2019-20	Year 2020-21	
i.	Annual turnover.				
ii.	Gross Annual Turnover				
iii.	Profit After Tax (PAT)				
iv.	Net Worth				

Note:

- The details given in this Annexure-XV shall be certified by CA/Auditor by generating Unique Document Identifications Number (UDIN) as per Gazette Notification No. 1-CA(7)/192/2019 dated 02.08.2019 failing which Employer has right to reject the bid. Copies of Annual Report shall not be enclosed.
1. All documents supporting the above date shall reflect the financial position of the applicant/bidder and not sister or Parent Company.
 2. This Annexure shall be duly certified by Chartered Accountant/Company Auditor in original under his signature, stamp and membership number.

Date:

रेलटेल
RAILTEL

(Signature of Chartered Accountant/Company Auditor)

(Name of Chartered Accountant/Company Auditor)

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(Membership Number of Chartered Accountant/Company Auditor)



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Annexure XVICHECK LIST

SN	Description of Documents to be submitted along Technical bid	At page number
1	Bidders Bank Account Details	
2	Earnest money deposit (EMD) & Cost of Tender document.	
3	Digitally signed e-bid	
4	Written Power of Attorney on stamp paper in favor of person signing the tender documents	
5	Copies of affidavit for sole Proprietorship/ Partnership deed/ Memorandum and article of Association along with the details pertaining to place of registration, principal place of business of the firm etc.	
6	Copy of PAN/TIN No. allotted	
7	GST registration certificate	
8	Attested copies of audited balance sheets, profit & loss account statement etc. for the last (3) three financial years and current FY up to the date of inviting tender.	
9	(i) Attested copies of Labour License (ii) Attested copies of EPF & ESI Registration number.	
10	Offer Letter as per Annexure III	
11	Letter of acceptance of bid conditions (Ann. IV)	
12	List of similar works completed during previous 07 years and current year up to the date of inviting of tender (Ann. V)	
13	Certificate confirming the availability of supervisory staff/manpower as per (Ann. VI)	
14	Certificate confirming the availability of machinery and equipment as per (Ann. VII)	
15	Proforma for past Contractual Performance / Declaration by bidder as per (Ann. VIII)	
16	Certificate of satisfactory performance to be issued by the organization(s) -as per (Ann. IX)	
17	Compliance statement (Ann. X)	



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18	Bidder's Profile Information - (Ann XI)	
19	Performance Bank Guarantee - (Ann. XII)	
20	Pre-Bid Query - (Ann. XIII)	
21	Affidavit - (Ann. XIV)	
22	Annual Turn Over- (Ann. XV)	

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

END OF TENDER DOCUMENT.



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Undertaking