



RAILTEL CORPORATION OF INDIA LIMITED

H.No-1-10-39 to 44, 6th Floor, Gummidelli Towers, Begumpet, Hyderabad-16

TENDER DOCUMENT

e-Tender No: RCIL/e-Tender/24-25/SC-51

Name of Services: Providing Security Personnel (Without arms) at Regional Office, DC Power House and Rail Nilayam Office, Secunderabad on Outsource basis for the Office of The Principle Executive Director, RailTel Corporation of India Ltd. Southern Region as per the schedule of work and specifications given in this Tender Document.

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Note:

- 1) Submission of offers Online only.
- 2) Download of Tender document and submission of offer at e-tender portal:
<https://www.ireps.gov.in/>
- 3) Tenderer must submit all eligibility documents as per tender document i.e, Technical eligibility, financial eligibility, affidavit etc. online at IREPS



RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region Head Quarters, H.No1-10-39 to 44, 6th Floor, Gummidelli Towers, Begumpet, Hyderabad-16

visit www.railtelindia.com, Tel: 040-27821134 Fax: 27820682,

Corp.& Regd.Office: 10th Floor, Bank of Baroda Building, 16-Parliament Street, New Delhi-110001.

NOTICE INVITING TENDER

e-TENDER NOTICE / ई-निविदा सूचना

Tender no. RCIL/e-Tender/24-25/SC-51 dt 07-03-2025

RailTel Corporation of India Ltd., Southern Region, Secunderabad invites sealed tenders from established contractors with proven experience for “Providing Security Personnel (Without arms) at **Regional Office, DC and Power House at Secunderabad Office** on Outsource basis for the Office of The **Principle Executive Director, M/s. RailTel Corporation of India Ltd, Southern Region**”.

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

Sl. No	Qty. in No.	Approx Charges for engaging (8 Hours shift) 12 nos. as per minimum wages + Employer Statutory Contribution+ GST for TWO Years	EMD in Rs.
1	Security Staff without Arms (12 Nos)	1,10,50,196/-	2,21,100/-

a)	Tender Document available for download / निविदा दस्तावेज डाउनलोड के लिए उपलब्ध	07-03-2025
b)	Last date & time for submission of the queries/ प्रश्नों को जमा करने की अंतिम तिथि	14-03-2025 @ 15.00 Hrs
c)	Last date and time for submission of tender documents & online offers/ निविदा दस्तावेज & ऑनलाइन ऑफर जमा करने की अंतिम तिथि और समय	01-04-2025 @ 15.00 Hrs
d)	Opening date and time of tender documents / निविदा दस्तावेजों के खुलने की तिथि और समय	01-04-2025 @ 15.30 Hrs
e)	Validity of offer / ऑफर की वैधता	30 days from the date of opening of tender.
f)	Address for communication / संपर्क के लिए पता	Office of Principle Executive Director, Southern Region, RailTel Corporation of India Limited, H.No 1-10-39 to 44, 6 th Floor, Gumidelli Towers, Begumpet, Hyderabad-16

g)	Web address for availability of tender document / निविदा दस्तावेज की उपलब्धता के लिए वेब पता	www.ireps.gov.in (tender to be submitted here). Detailed tender notice and tender document are also available at our website www.railtelindia.com & https://eprocure.gov.in/
h)	Cost of Tender document / निविदा दस्तावेज की लागत	0 zero

Note: As per cl.no.1.2.2 (iv) of instructions to tenderers, Firms registered with Udyam under the Ministry of MSME is exempted from submission of cost of tender & EMD and no other exemptions will be allowed. Firms claiming for the above exemptions have to submit supporting documents i.e. current and valid **Udyam certificate and Bid Security declaration** as per Annexure-E1, without which their offer will be considered as invalid and **summarily rejected**.

Eligibility / Qualification criteria.

- I. The service provider should be in this line of business of providing Security manpower services for at least 3 years (supplying to Government/ Public Sector Undertakings only) before the date of opening the tender. The service provider should produce satisfactory work completion certificate of at least one similar single work (providing security manpower services), for a minimum value of 35% of Advertised Value of Work in the last 3 financial years (2021-22, 2022-23 & 2023-24)
- II. The service provider should have received total contract amount of at least 150% of the advertised Value of Work during the last 3 financial years (2021-22, 2022-23 & 2023-24).
- III. Purchase preference to MSE is applicable to this tender as per Public Procurement Policy Order, 2012, Micro and Small Enterprises (MSEs) and quantity is not divisible.
- IV. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process
- V. If more than one tenderer submitted same quote, then, offer of the tenderer with turnover having high value for stated 3 financial years (2021-22, 2022-23 & 2023-24) will be considered subject to all other condition full filled.

For detailed qualifying criteria, please refer Para 5 of preamble of tender document.

Sd/-
Spl.Asst.GM(P&A)/SR
RailTel Corporation of India Ltd.
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Check List / Tenderer data sheet
supporting documents to be attached along with tender offer:

Sl No	Description	No of Pages	Page No from	Page No to
1	EMD paid in IREPS / Exemption certificate along with Bid Security declaration submitted with supporting documents			
2	Name and Address of the firm participating with details of address, contact person name and number with office address etc.			
3	Company profile clearly bringing out the number of years in service			
4	Annual Contract Amount received for FY:2021-22, 2022-23 & 2023-24. Audited balance sheet with P&L A/c, Turnover Certificate with UDIN. as per cl.no.5 of preamble			
5	Details of the organizations / firms (Government/Public Sector Undertakings Only) to which they have supplied manpower in the last 3 financial years (2021-22, 2022-23& 2023-24) in the format as per cl.no.5 of preamble			
6	Satisfactory work completion certificate (from Government/ Public Sector Undertakings only) of at least one similar single work (providing Security manpower services), for a minimum value of 35% of Advertised Value of Work in the last 3 financial years (2021-22, 2022-23& 2023-24) as per cl.no.5 of preamble			
7	Notarized Affidavit on a non-judicial stamp paper as per Annexure-E			
8	Power of Attorney as per cl.no.5 of e-Tendering/Bid Receipt (Online/Offline Activities Explained)			
9	The offer document should be serially numbered. The offer of Tenderer's, who do not comply with these conditions, will be rejected			
10	Bid security declaration on a non-judicial stamp paper (in lieu of Cost of tender and EMD exemption for MSE) as per Form Annexure-E1			
11	The Bidder should not be blacklisted/debarred/banned by any Central Govt./Union Govt./State Govt. / any PSU as on date of submission of the Bid. A self-declaration to this effect should be submitted by the tenderer along with the bid			

Failure to comply with the above points shall render the offer to be invalid and liable to be rejected

1.0 INSTRUCTIONS TO TENDERERS**1.1 NAME & SCOPE OF THE WORK:**

Providing Security Personnel (Without arms) at Regional Office, Data Centre and Power House at Secunderabad office @Railnilayam/SC, Hyderabad in Telangana State on Outsource basis for the Office of The Principle Executive Director, RailTel Corporation of India Ltd, Secunderabad.

1. The total requirements of staff is 12 (4+3+2+3) and they should work as per the timings given below:

- a. DC/SC Office in 3 Shifts + 1 General Shift- 3 No's (06:00 to 14:00, 14:00 to 22:00, 22:00 to 06:00) – 8 Hours shift (Staff -1 No's each shift)- 3+1=4
- b. Power House in 3 Shifts - 3No's (06:00 to 14:00, 14:00 to 22:00, 22:00 to 06:00) – 8 Hour's shift (Staff – 1 No's each shift) - 3
- c. Regional Office/Begumpet 6th Floor in 2 shifts – (06:00 to 14:00, 14:00 to 22:00- 8 Hours shift (Staff -1 No's each shift) - 2
- d. Regional Office/Begumpet 5th Floor in 3 shifts – (06:00 to 14:00, 14:00 to 22:00, 22:00 to 06:00) – 8 Hours shift (Staff -1 No's each shift)-3

Note: The Requirement may be vary +/- 25% and the same will be informed with 30 days notice.

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

1.2 TENDERING INSTRUCTIONS:

The tender document along with the schedule filled in and **singed tender document to be uploaded at IREPS website along with your offer**, complete in all respects. The Tenderer shall also enclose in his offer that they accept all the RailTel's terms and conditions and have not offered any counter clauses.

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

1.2.2 EARNEST MONEY

- (i) The tenderer / Bidder shall submit an amount mentioned at notice inviting Tender as earnest money to be paid through IREPS portal online only.
- (ii) The tenderers shall hold the offer open till such date as specified. It being understood that the tender documents have been downloaded by the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not rescile from his offer or modify the terms and conditions thereof in a manner not Acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the RailTel. No bank guarantee for EMD is accepted. Tenders without earnest money will be summarily rejected*. **However, please refer cl.no.1.2.2 (iv) given below for exemption of submission of EMD.** No interest is allowed on

this Deposit and RailTel Corporation reserves the right to forfeit the Earnest Money Deposit in case of failure on part of the contractor to fulfill the conditions of contract.

(iii) **The earnest money may be forfeited:**

- (a) If a tenderer withdraws its tender during the period of tenders validity specified (30 days).
- (b) In the case of successful tenderer, if the tenderer fails to Sign the contract by 15 days as specified
- (c) To furnish SD in accordance with clause 8 on page -10 Instructions to bidder.
- (d) The earnest money of unsuccessful tenderer will be returned within reasonable time to the unsuccessful tenderer but the RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- (e) If the tender is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfillment of contract. The Earnest Money of successful tenderer will be returned after the Security Deposit as required under para 36 of Special Terms & Conditions is furnished and formal contract duly signed is received by RailTel.
- (f) If the tenderer deliberately gives wrong information in his/her tender or creates such circumstances for the acceptance of his/her tender, then RailTel reserves the right to reject such tender at any stage. In case credential certificate(s) submitted by the contractor are found to be incorrect, the EMD deposited shall be forfeited in respective tenders he has quoted and he will be barred from quoting in RailTel tenders for a period of 5 years.
- (g) If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the RailTel shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the RailTel shall deem such tender as cancelled, unless the firm retains its character.

(iv) **For MSE(s) registered with UDYAM**

For Small Scale Units / Micro Small Enterprises/ MSME registered with UDYAM under Ministry of MSME and participating in this tender, following exemptions shall be available and no other exemptions will be allowed.

- (i) They shall be exempted from submission of cost of tender documents (if applicable).
- (ii) They shall also be exempted from depositing Earnest money.

These exemptions shall be applicable provided Tenderer registered with UDYAM 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 UDYAM registration certificate and Bid Security declaration** as per Annexure E-1, otherwise their offer would not be considered, will be treated as invalid and **summarily rejected**.

(iii) As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119 (E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.

(iv) However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. Further, as mentioned in O.M. No. 5/2(2)/2021-E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only. **Accordingly, in Udyam site if it is mentioned as below:**



Then, the tenderer submitted Udyam certificate showing above in Udyam site will not be considered for exemption of cost of tender and EMD and their tender will be summarily rejected.

1.3 **DOCUMENTS TO ACCOMPANY THE OFFER:**

The following documents as laid down hereunder are to be attached with their offer.

- 1.3.1 Tender document including schedule of work and offer letter duly signed and stamped in each page.
- 1.3.2 Earnest Money Deposit or exemption certificate along with bid security declaration (Firms registered with Udyam under Ministry of MSME is exempted from submission of cost of tender & EMD)
- 1.3.3 Work done/Experience certificate
- 1.3.4 Audited Balance Sheets for Turn over duly signed for stated 3 financial years (2021-22, 2022-23 & 2023-24) and stamped by auditor (Including P & L Accounts).
- 1.3.5 Notarized Affidavit
- 1.3.6 Power of Attorney
- 1.3.7 Self declaration
- 1.4 **GENERAL**
- 1.4.1 All corrections and over-writing must be attested.
- 1.4.2 The Tenderer should read the conditions carefully and also see the schedule of work/supply before submitting the offer.
- 1.4.3 No counter conditions for the clauses laid down will be permitted.
- 1.4.4 The Tenderer must confirm to the specifications/special conditions.
- 1.4.5 Tenderer while quoting , may specifically note the following :-
 - a) The offer shall be inclusive of all (including PF/ESIC payments) / duties as applicable at present, excluding GST which has to be shown separately.
 - b) Professional tax shall be deducted from staff deployed by the Contractor. RailTel will deduct income tax/ applicable taxes at source as per rates in vogue.

- 1.5 **AUTHORITY OF ACCEPTANCE/EVALUATION OF OFFERS:** The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser. However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderer's or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
- 1.6 If more than one tenderer submitted same quote, then, offer of the tenderer with turnover having high value for stated 3 financial years (2021-22, 2022-23 & 2023-24) will be considered subject to all other condition full filled.
- 1.7 The Instruction issued by Ministry of Finance vied Office Memorandum No 6/1/2023-PPD, dated: 06.01.2023 and 17.01.2024 may be seen before submission of offer.
- 1.8 **Contract Period:** Two Years from the date of issue of Letter of Acceptance extendable by Two more year on same rate terms and conditions subject to satisfactory performance and discretion of RailTel.
- 1.9 **Validity of offer:** The offer should be valid 30 days from the date of opening of tender.

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Section I
Chapter 1
Preamble

Tender No. RCIL/e-Tender/24-25/SC-51

Name of work: Providing Security Personnel (Without arms) at Regional Office, Data Centre Power House and Secunderabad office@ Rail Nilayam, Hyderabad in Telangana State on Outsource basis for the Office of The Principle Executive Director, RailTel Corporation of India Ltd., Begumpet, Hyderabad.

Sl. no	Security Required	No. of Staff	Approx Charges for engaging (8 Hours shift) 12 nos. as per minimum wages + Employer Statutory Contribution+ GST, for TWO Years	EMD In Rs.
1	Providing Security Personnel (Without arms) at Regional Office, Data Centre Power House and Secunderabad office@ Railnilayam, Hyderabad in Telangana State on Outsource basis for the Office of The Principle Executive Director, RailTel Corporation of India Ltd, Begumpet, Hyderabad	12	1,10,50,196/-	2,21,100/-

Note : The Requirement may be vary +/- 25% and the same will be informed with 30 days notice.

2. **Tenderer's are requested to offer their most competitive rate (% basis) at IREPS portal only.**
3. **Tender offers:** The Tenderers are required to quote **% (percentage)** in figures and words as indicated in the schedule of requirement at Section II Chapter 3. If there is any discrepancy in the quoted rates both in figures and words, the rates quoted in words will be taken as final.
4. **Currency of the Contract:**
The currency of the contract shall be **Two years** from the date of issue of LOA extendable by further period of Two years depending on the performance of the contractor on the same rate, terms & conditions of the contract. However, the Contract may be terminated by giving one month's notice as and when required by RailTel. **The SD & PBG value will remain same in the event of extending the contract beyond two years.**
5. **Eligibility / Qualification criteria.**
 - i. The service provider should be in this line of business of proving Security manpower services (**Government/ Public Sector Undertakings Only**) for the stated 3 financial years (2021-22, 2022-23 & 2023-24). The service provider should produce satisfactory work completion certificate of at least one similar single work (providing Security manpower services), for a minimum value of 35% of Advertised Value of Work in the stated 3 financial years (2021-22, 2022-23& 2023-24).

- ii. The service provider should have received total contract amount of at least 150% of the advertised Value of Work during the stated 3 financial years (2021-22, 2022-23 & 2023-24).
- iii. Audited balance sheets along with profit and loss a/c should be submitted towards financial criteria. The tenderer shall produce along with tender paper the documentary support for their experience. The offer document should be serially numbered. The offer of Tenderer's, who do not comply with these conditions, will be rejected
- iv. The service provider should provide the details of the organizations/firms **(Government/ Public Sector Undertakings Only)** to which they have supplied manpower in the stated 3 financial years (2021-22, 2022-23 & 2023-24) in the following format-

(The details of Govt/PSU-organizations only to be given)

S. No.	Name of the organization	Contract No. and date	Period of the contract	No. of Manpower Resources	Value of the contract	Executed Value of contract (Attach copy with Tender)

6. All tenders must be accompanied with Schedule of work attached as SOR duly filled in and signed complete with technical details.
7. The RailTel Corporation is not bound to accept the lowest or any tender nor assign any reason for doing so and RailTel Corporation reserves the right to accept any tender in respect of whole or any portion of the items specified. However, payment will be made on pro – rata basis on accepted rate.
8. **Earnest Money Deposit (EMD):** The tenderer shall submit for an amount mentioned above online only at IREPS portal.

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

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

- 8.1 The Tenderer's shall hold the offer open till such date as specified in Para/clause 10 below. It being understood that the tender documents have been sold/issued to the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not rescile from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by RailTel.
- 8.2 **The earnest money may be forfeited:**
- 8.2.1 If a tenderer withdraws its tender during the period of tenders validity specified below in Clause 10.
- 8.2.2 In the case of successful tenderer, if the tenderer not accepts / withdraw his offer against the letter of Intent (LOI) / Letter of Acceptance (LOA) or fails to Sign the contract within 15 days from the date of receipt of LOA.
- 8.2.3 To furnish performance guarantee / Security Deposit in accordance with clause 36&37 of Special Terms & Conditions.
- 8.2.4 The earnest money of unsuccessful tenderer will be returned within reasonable time to the unsuccessful tenderer but the RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon. If the tender is accepted, the amount of Earnest Money will be held as part security deposit for due and faithful fulfillment of contract. The Earnest Money of successful tenderer will be returned after the Contract Performance Guarantee/Security Deposit is furnished and formal contract duly signed is received by the purchaser.
- 8.2.5 Any tender not accompanied by Earnest Money in the approved forms as mentioned above will be **summarily rejected** (Please refer clause no.1.2.2 iv under instructions to tenderer's and conditions of tendering for Udyam registered firms)
- 9 The rate quoted in the schedule should be in Percentage only. Tenderer's special attention is invited to the fact that no material shall be arranged /supplied by RailTel.
- 10 The tenderer shall keep **the offer open for a minimum period of 30 days** from the date of opening of the tender within which period the tenderer cannot with draw his offer. Any contravention of this condition will make tenderer liable for forfeiture of his earnest money deposit
- 11 The submission of tender will be deemed to imply that this memorandum and all documents enclosed have been studied and understood and the tenderer is aware of the full scope of the work to be done and the conditions affecting the execution.
- 12 The tenderer shall not increase the quoted rates in case RailTel Corporation negotiates for reduction in rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer. **The enclosed Tenderer data sheet should invariably be filled and submitted along with the offer.**
- 13 If the tenderer deliberately gives wrong information in his tender or creates such circumstances for the acceptance of his tender the RailTel Corporation reserves the right to reject such tender at any stage.
- 14 The successful tenderer shall sign an agreement for the execution the work as tendered by him and accepted by RailTel Corporation within fifteen days of issue of LOA.
- 15 In all matters, decision of Principle Executive Director, RailTel Corporation of India Ltd, Secunderabad will be final.

SECTION - II

CHAPTER-1

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS

Tenders are invited on behalf of M/s. RailTel Corporation of India Limited, Begumpet-500016 from established and reliable Agency for Providing security personal Manpower at Regional Office @ Begumpet Data Centre Power House, Office @ Secunderabad in Telangana State & Offices at Vijayawada and Tirupathi in Andhra Pradesh State State on Outsource basis.

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

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

2. INTERPRETATIONS

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

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

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

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

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

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

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

"MONTH" Means any consecutive period of thirty days.

"MATERIALS" Means all equipment's, components, fittings and other materials including raw materials required to complete the work..

"PURCHASER" Means M/S RailTel Corporation of India Limited, Begumpet-16.

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

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

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

“INSPECTING OFFICER” Means the person, or organization specified in the contract for the purpose of inspection of stores of work under the contract and includes his/their-authorized representative.

“RailTel” Means M/s. RailTel Corporation of India Limited, Southern Region, Begumpet – 500 016.

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

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

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

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

3. LOCAL CONDITIONS

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

4. COMPLIANCE TO TENDER CONDITIONS

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

decision thereon shall be final (see Form 5).

5 SUBMISSION OF OFFERS

5.1 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be summarily rejected.

5.2 In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the **next working day**.

5.3 All offers shall be either type written or written neatly in indelible ink in English. Each page of the offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right hand corner of the top page. The supporting documents should be submitted either in original or duly signed by the authorized signatory of the tenderer. The original documents shall be produced for verification when called for.

5.4 All copies of the tender papers shall be signed by the tenderer, on each page including closing page in token of his having studied the tender papers carefully.

6. RATES IN FIGURES & WORDS: -

6.1 All prices and other information like discounts etc., having a bearing on the price shall be written both in figures and in words in the prescribed offer form. In case of difference in words and figures the amount written in words will be taken in to consideration.

6.2 In the event of any discrepancy between unit rate and total cost, the value shown in unit rate will be taken for evaluation purpose.

6.3 In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

6.4 ATTESTATION OF ALTERATION: No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/tenderer's in his/their entries must be signed (not initialed) by him/them.

6.5 The bid shall consist of the following:

- i) Tender Document complete including Offer letter digitally signed
- ii) Schedule of works (i.e., Schedule of Requirements) percentage basis duly signed by the tenderer in figures and words.
- iii) Earnest Money in prescribed form or Udyam with bid security declaration
- iv) Experience Certificate and Audited Balance Sheets towards eligibility criteria.
- V) Notarized Affidavit.
- VI) Power of Attorney
- VII) Declaration for non blacklisting

7. CONSTITUTION OF FIRM AND POWER OF ATTORNEY

7.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -

- (a) As sole proprietor of the concern or as attorney of the sole proprietor;

- (b) As a partner or partners of the firm;
- (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association
- 7.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 7.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 7.4 In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- 7.5 The duly notarized Power of Attorney, Partnership Deed, Memorandum of Joint Venture as the case may be in original or duly signed.
- 8. **UNIT/PERCENTAGE PRICES:** The unit/percentage prices should be quoted by the Contractor after taking all the relevant factors into consideration and these should be Firm without any variation clauses. The prices shall be quoted in rupees for the units under metric system. The prices shall be inclusive of all taxes and statutory payments (excluding service tax). Rate of service tax should be quoted separately.
- 9. **VALIDITY OF OFFER:** The tenderer shall keep the offer open for a period of 30 days, from the date of opening of tender. Within that period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.
- 10. **RATES DURING NEGOTIATION:** The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.
- 11. **NON-TRANSFERABILITY AND NON-REFUNDABILITY:** The tender documents are not transferable. The cost of tender document is not refundable.
- 12. **ERRORS, OMISSIONS & DISCREPANCIES:** The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the misinterpretation shall be entertained.
- 13. **WRONG INFORMATION BY TENDERER:** If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.
- 14. **AUTHORITY OF ACCEPTANCE:** The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser.

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

- 15. AGREEMENT:** The successful tenderer/s shall be required to execute an agreement with the representative of RailTel for carrying out the work according to the tender documents as indicated.
- 16. TENDERER'S ADDRESS:** Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the Tenderer's by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post.
- 17. EVALUATION OF OFFER**

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

However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderer's or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
- 18.** The Bidder should not be blacklisted/debarred/banned by any Central Govt./Union Govt./State Govt. / any PSU as on date of submission of the Bid. **A self-declaration to this effect should be submitted by the tenderer along with the bid.**

SECTION - II
CHAPTER-2
Special Terms & Conditions

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

- shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any manner detrimental or prejudicial to the interest of this office. The decision of the officer In charge upon any matter arising under the clause shall be final and binding on the Agency.
12. **Age limit:** That the persons engaged shall not be below the age of 18 years or above the age of 50 years and they shall not interfere with the duties of the employees of this office.
 13. **Functional control of the Security Personnel:** The functional control over the personnel deployed by the Agency will rest with this office and the disciplinary administrative/Technical control will be with the Agency.
 14. **Attendance of the Security Personnel:** Both the Agency and this office will maintain attendance register in respect of the Security Personnel deployed by the Agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates advised from time to time.
 15. **Working Hours of the Security Personnel:**
 - a. DC/SC Office in 3 Shifts + 1 General Shift- 3 No's (06:00 to 14:00, 14:00 to 22:00, 22:00 to 06:00) – 8 Hours shift (Staff -1 No's each shift)- 3+1=4
 - b. Power House in 3 Shifts - 3No's (06:00 to 14:00, 14:00 to 22:00, 22:00 to 06:00) – 8 Hour's shift (Staff – 1 No's each shift) - 3
 - c. Regional Office/Begumpet 6th Floor in 2 shifts – (06:00 to 14:00, 14:00 to 22:00- 8 Hours shift (Staff -1 No's each shift) - 2
 - d. Regional Office/Begumpet 5th Floor in 3 shifts – (06:00 to 14:00, 14:00 to 22:00, 22:00 to 06:00) – 8 Hours shift (Staff -1 No's each shift)-3
 16. If a substitute is not provided for that period of absence of the Security Staff. Under any circumstances, Day Shift Security person should not be continued in the night shift simultaneously and vice-versa.
 17. **Deployment of Security Personnel on short notice:** After the finalization of the contract, the Agency must provide the required number of Security Personnel/additional Security Personnel as per RailTel's requirement on a week's notice. If any personnel leaves the Agency for whatsoever reasons, the Agency must immediately provide replacement if the same is required by RailTel.
 18. **Replacement of Security Personnel:** This office may require the Agency to dismiss or remove from the site of work, any person or persons, employed by the Agency, who may be incompetent or for his/ her/their misconduct and the Agency shall forthwith comply with such requirements. The Agency shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
 19. **Providing Substitutes:** The Agency shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.
 20. **Providing photo Identity cards to Security Personnel:** The Agency has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately. In addition RAILTEL will provide one identity card.
 21. **Remuneration payable to Security Personnel:** The remuneration payable to all Security staff deployed by the Agency will be decided **as per Minimum Wages declared by the Central Government from time to time** and the Agency shall pay the monthly salary/allowances etc if any, as advised by RailTel Corporation of India Ltd. Salary / allowances if any are to be disbursed by the Agency strictly as per the directives of RailTel Corporation through Bank Transfer. The PF/ESI contributions in respect of both employee and Employer's contributions as per statutory instructions.

22. **Disbursement of salary to Security Personnel:** The Agency will have to arrange salaries to the staff through ECS/RTGS directly to their respective SB Accounts with any of the Banks in India. The salary in respect of each of the Security staff should be credited within seven working days of the following month. Opening of an account with the same bank/branch where the agency is having an account should not be insisted under any circumstances. Pay slips shall be given to all the personnel by the time of salaries disbursed.
23. **Compliance of statutory obligations** That the Agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to Employees Provident Fund, ESI Act etc. and this office shall not incur any liability for any expenditure whatsoever on the persons deployed by the Agency on account of any obligation. The Agency will be required to provide particulars of EPF, ESI of its employees deployed in this office. The Agency will comply all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time.
24. **ESI coverage to all Security Personnel:** All the Security staff deployed by the agency in RailTel Corporation should be covered under ESI (if the Security Staff gross fall within ESI limits). The ESI cards should be issued within a period of one month.
25. **Absence from duty:** The agency has to provide the substitute if security staff provided not reporting.
26. **Service Charges:** Service charges will be payable at an agreed value based on LOA/Contract agreement.
27. **Raising of bills:** After disbursement of salaries, the Agency will send the Invoice/Bill to RailTel Corporation. The Agency will submit the bill in duplicate of a particular month in the first week of the following month indicating details of the payment made to each staff. The Invoice/Bill should also indicate the Service Charges and GST etc. Along with the Invoice/Bill the Agency should also enclose RTGS statement issued by the bank towards payments of salaries, Copies of the PF challan's duly indicating UAN Number and ESI contribution, & GST of the previous month/quarter for releasing the payments.
28. **Release of payment against invoices:** The release of payment will be subject to the submission of following documents.
- Documentary evidence in support of PF (UAN details) /ESI deposit, GST and P.Tax for all outsourced staff for the previous month, RTGS statement issued by the bank towards payment of salaries/allowances.
 - A statement indicating the details of remittance of PF/ESI etc in respect of each individual outsourced staff for each month.
 - Documentary evidence of deposit of PF/ESI at the end of the financial year (with statement indicating details of each individual staff).
 - Documentary evidence of uploading the data in Indian Railway Shramik Kalyan Portal every month (with statement indicating details of each individual staff).
29. The agency has to disburse payment to security guards within seven days of the following month through bank transfer.
30. **Payment through RTGS:** Invoices will be passed and payment will be arranged to the agency within 15 working days from the date of receipt of invoice. Payment will be arranged through RTGS. The Agency will have to provide Tax Invoice & the Bank authenticated details to RailTel Corporation for arranging payment.
31. **Tax Deduction at Source:** TDS will be deducted on the claims of the Agency as admissible and also based on the certificate provided by the Agency. TDS certificate will be issued at the end of the financial year.
32. **Penalty :** An amount of Rs.25000/- will be levied for non-compliance of Contractual / Statutory provisions viz., PF/ESI/GST etc., for the month for which discrepancies were noticed & also

irrespective of non-compliance of any clauses of section II, chapter 2 of special Terms and conditions.

33. **Contact with the service provider:** The Agency shall be contactable at all times and messages sent by phone /e-mail/ fax / special messenger from this office shall be acknowledged immediately on receipt. The Agency shall strictly observe the instructions issued by RailTel Corporation in fulfillment of the contract from time to time.
34. **Indemnity against Loss/Theft/damage etc:** That the Agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by its employees and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the Agency, then the Agency shall be liable to reimburse this office for the same. The agency shall keep this office fully indemnified against any such loss or damage. For any accident/ casualty occurred during the course of working to any staff engaged by the Agency, the responsibility will remain with the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency and this office will no way be responsible for it or any other clause mentioned above.
35. **Responsibility of Recovery of dues/returnable items from Security Personnel:** When any outsourced personnel provided by the agency to RailTel Corporation leaves the Agency, Agency should arrange recovery of any dues of RailTel Corporation from him/her along with any returnable item supplied by RailTel to those personnel. If the personnel leaves without no dues certificate from RailTel Corporation, the recovery due, if any would be made from the agency by RailTel corporation.
36. **Security Deposit (SD):** The successful tenderer, within 30 days after the issue of LOA/PO by RailTel, will have to deposit 5% of value of the contract as **Security Deposit**, through Bank Guarantee, Demand Draft or Banker's cheque in favor of "RailTel Corporation of India Limited" valid six months beyond the completion period for due fulfillment of contractual obligations which is refundable without any interest thereon after 3 months of successful completion of the contract after deducting, if required, any pecuniary loss arising out of non-compliance of any of the statutory provision, labor and other laws.
 - (a) Extension of time for submission of SD beyond 30 days and up to 60 days from the date of issue of LOA may be granted subject to the condition that a penal interest of 15 %per annum of the amount of BG shall be charged for the period of delay beyond 30 days i.e. 31st day after date of issue of LOA. However, a notice shall be served to the contractor to deposit the SD immediately (however not exceeding 60 days from the date issue of LOA). In case the contractor fails to submit the requisite SD even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
 - (b) In case the successful bidder is not able to submit BG, the bidder will have options to submit this amount in the form of Demand draft. The SD amount shall be released after 3 months after satisfactory completion of the contract period and all contractual obligations.
 - (c) The SD value will remain same in the event of extending the contract beyond two years.
 - (d) All BG upto 5Lakhs will be accepted only through Bank transfer only.

- (e) As per RBI guidelines BG value above Rs.50,000/- should be signed by two bank officials.
 - (f) BG should be from scheduled commercial bank (either private or PSU) but not from any cooperative Bank or NBFC.
 - (g) BG issuing bank must be SFMS enabled. Under SFMS system, a separate advice of the BG (via SFMS IFN 760 COV) to be sent to the advising bank (RailTel) through SFMS by the issuing Bank (Applicant). Similar process to be followed for Bank Guarantee amendment also and separate advice (Via SFMS IFN 767 COV) is sent to the advising bank (RailTel).
 - (h) RailTel Bank (i.e A/C No, IFSC code, Branch address etc.,) details have to be provided in the vendor PO/LOA to enable vendor to share these details with their bank at the time of issuance of BG.
 - (i) The minimum gap between BG expiry date and BG claim date should be 12months.
 - (j) The vendor to be ensure that the Bank Guarantee (BG)to be extended at least 90 days before its expiry, failure to do so will result in the encashment of the BG
37. **Performance Bank Guarantee (PBG):** The successful tenderer within 30 days after issue of LOA/PO by RailTel, an amount equivalent to 5% of the total contract value has to be remitted in the form of Bank Draft in favor of RailTel corporation of India Ltd payable at Secunderabad (or) Irrevocable Bank Guarantee valid till six months beyond the completion period for due fulfillment of contract. PBG shall be released 3 months after successful completion of the contract period and all contractual obligations. SECTION – II, CHAPTER-2, Special Terms & Conditions Clause No 34 (a) to (J) as mentioned above are applicable including penalty, validity etc and to be followed.
38. **Signing of Agreement:** The successful bidder will enter into an agreement with RailTel/Bangalore office for supply of suitable and qualified manpower as per requirement of on these terms and conditions on non-judicial Rs. 100/- stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement. The agreement will be valid for a period of TWOYEAR's commencing from DATE OF ENTERING THE AGREEMENT and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of **Two Year's** and no request for any change/modification shall be entertained before expiry of the period of Two Year's. The contract/agreement is extendable for another Two year's by mutual consent subject to satisfactory performance of the Agency and such amendments as mutually agreed to.
39. **Transfer/pledge/Sub contract:** Not allowed. The Agency shall not assign, transfer, pledge or sub contract the performance of services
40. **Notice period for termination of contract:** The agreement can be terminated by either party by giving Two months' notice in advance
41. **Settlement of Claims** That on the expiry of the agreement as mentioned above, the Agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Agency, it shall be the entire responsibility of the Agency to pay and settle the same.
42. That if any amount is found payable by the Agency towards, wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from

the security deposit to the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.

43. The tenderers shall submit a **notarized affidavit** on a non-judicial stamp paper (as per Annexure-E) stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-E. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.”

With the submission of the affidavit as mentioned above, the practice of verification of tenderer's documents by the RailTel may be dispensed with.

- i. The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel there under.
- ii. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years

44. GST related clauses

- a. The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti Dumping, CGST,SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- b. Bidder shall issue a 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.
- c. 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.
- d. 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.
- e. 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.
- f. Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST,CGST, IGST, UT GST along with respective HSN/SAC code under GST Law (including tax under reverse charges payable by the recipient)
- g. 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.

- h. In regards to works contract, the tenderer should have registration no for GST in respective State where work is to be executed and shall furnish GST registration certificate along with Tender.
- i. The imposition of any new tax and /or increase in the aforesaid taxes, duties levies after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon 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 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 of tender, bidder has to pass on the benefits to RailTel.
- j. In case of imported equipment: Anti-dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.
- k. Evaluation Criteria: inter se position of the technically and financially evaluated offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty GSST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable.
- l. However, if the extension of contract period is on account of failure of contractor, no compensation shall be made towards upward revision or imposition of any new taxes

Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to RailTel.

45. **Dispute Settlement/Arbitration:** In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Regional General Manager/SR, RailTel Corporation of India. In the event of the matter remaining un resolved each party to the contract shall appoint one arbitrator each, who in turn shall appoint the third arbitrator. The arbitration shall be conducted in the English/Hindi language and the venue of the arbitration shall be in Hyderabad. Arbitration and Conciliation Act, 1996 as amended shall be applicable.

46. **Jurisdiction:** The courts of Hyderabad will have sole jurisdiction over action/s or proceedings arising out or in relation to any dispute arising in respect of the agreement reached by the parties to the contract.

47. RailTel Corporation reserves the right to reject any or all the tenders without assigning any reason whatsoever and the decision of the management shall be final and binding on all the bidders.

SECTION - II
CHAPTER-2.01
Additional Terms & Conditions for Security Agencies
(The Security Contract)

1. **The Security Agency** shall carry out the Security, watch and ward for the specified locations as per requirement and instructions given to them by the RailTel Authorities from time to time.
2. **Guidelines** for jobs to be carried out by the Security Agency will have to be followed strictly. Any modification in the jobs will be carried out with the approval of the RailTel Authorities.
3. **The Security Agency** shall render the services on the job contract basis, which includes of PF contributions, ESI contribution (where ever applicable) by the Security Agency.
4. **Security Personnel** to be deployed shall be preferable ex-servicemen, with robust health and clean record preferable within age group 18- 50. The watch and ward will be round the clock and 7 days of the week and shall be changed as per *requirement of the authority from time to time*. In case there is any change in employment of the Security Guard, such change shall be intimated by Security Agency in writing well in advance.
5. **The Security Agency** shall employ their own staff/employees as may be required for the purpose of execution of the work, which shall be subject to the approval of the authorities.
6. **The Security agency** agrees to discharge all their legal obligations of their employees in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provisions of laws in force that may be applicable to them from time to time,. The Security Agency agrees to indemnify and keep indemnified RailTel, from any claims, loss or damages that may be caused to the RailTel, on account of the Security Agency's failure to comply with their obligations under the various law towards their staff/employees employed by them or any loss or damage to RailTel, due to act/omissions of contractor or his Personnel.
7. **The stationery items** like registers, scales writings pads, pencils, staplers etc. will not provide by RailTel and uniform will not allowed to be washed in the RailTel Premises. The uniform of the security personnel and other related items as mentioned above would be provided by the Security Agency.
8. **The Security Agency** agrees to get all the security staff/personnel members and their employees insured against any liability arising under the workman's compensation act or under common law. The Security Agency agrees to indemnify against any claim that the RailTel, may have to meet in respect of their staff members and/or workman/employees on account of any accident or for any other reason.
9. **It is further clarified** that under no circumstances, the staff members and/or the workmen/employees or the Security Agency shall be treated, regarded or considered or deemed to be the employees of the RailTel, Begumpet and the Security Agency alone shall be responsible for their remuneration, wages and to their benefits and service conditions of all the employees deployed by the Agency and shall indemnify and keep indemnified the RailTel, Secunderabad **AGAINST ANY CLAIM THAT** may have to meet towards the employees or the Security Agency.
10. **Further it is to be agreed** that the Security agency will ensure that no theft or damage RailTel, property should take place during the tenancy of the service contract of the Security Agency. In case any damage to the RailTel's property occurs during the service contact period with the Security Agency due the negligence of the security staff/employees/personnel of the Security Agency, the Security Agency shall be held responsible for such losses and damages, if after a properly constituted enquiry (consisting of two member of the RailTel and one member of the security agency) come to the conclusion that the loss is attributable to the negligence on the part of the security personnel of the security agency. The Security agency shall attend all the police cases from time to time during the contact period, if required.

11. **The Security Agency** will provide the Security Services round the clock in three shifts. (Regional Office 6th Floor -2 shifts) The Security Supervisor of the Security Agency should present to supervise the security work invariably between the three shifts. One personnel should perform one shift per day, under no circumstances double/continue duties will not be allowed.
12. **If any question or dispute** arises between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights or liabilities of the parties hereto, than such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the RailTel, Hyderabad his award shall be governed by the provision of the Arbitration & Conciliation Act 1996 for the time being in force in Indian Union and shall be binding on both the parties (RailTel and Security Agency) hereto.
13. **Notwithstanding anything** contained in clause 13 it is expressly agreed and understood that the RailTel, at its sole discretion, will terminate the agreement in case of following contingencies:
 - a) If the Security Agency fails to execute the work entrusted to the satisfaction of the RailTel, of which the RailTel shall be the sole judge.
 - b) If the Security Agency fails to discharge their legal obligations towards the employees security personnel's employed at RailTel premises/locations.
 - c) If, for any reason whatsoever, the security agency is not able to perform their part under this Agreement for continuous period of ten days or more.
 - d) If the security agency commits breach of any of the clauses of the agreement.
 - e) If the RailTel is required to pay any damages and/or compensation and/or any payment to their customers/visitors on account of any negligent action and/or misbehavior on part of the security agency.
 - f) If the security agency is unable to give proper account of tools, equipments etc. entrusted to them for their custody and fail to return when demanded for the execution of work under this agreement.
 - g) The Security Agency shall inform RailTel immediately of their having been granted the approval by the Government of India to operate as Private Security Guards Agency under regulation of Employment and Welfare Act 1981. The Security Agency shall obtain the license under section 12 of the Contract Labor (Regulation & Abolition) Act 1970 from the Competent Authority and shall also keep them registered with any other concerned authority as required by any other law. During the currency of the agreement Security shall have license under section 12 of the Contact Labour (R&A) Act 1970. In default of these, agreement will be liable to be terminated.
 - h) RailTel will not be made liable to answer any officials under Security Funds Board. It shall be the sole responsibility of the Security Agency to satisfy any of the officials of the Security Guards Board.
 - i) Under no circumstances, the RailTel shall be made liable or additional monetary involvement than what has been mutually agreed.

PENALITY CLAUSE

- a) The Security Supervisors and Security guards/personnel on duty must possess cap, proper uniform, latte, whistle, torch-light, name badge, shoes and identity card etc.
- b) No Security supervisors/Security guards/personnel perform double duty, in case if they are found performing double duty or remain absent from the duty a penalty of double the wages shall be recovered from the security bill.
- c) A daily list of Security Supervisors and Security Guards on duty should be provided to this office.

14. **A detailed list of Security Supervisors and Security Guards** along with their photographs attested by the Agency including permanent address should be provided to the office for record before taking over the charge of Security.
15. **The Security Agency** will have to furnish Registration Certificate of GST
16. **Canvassing in any form** will be the disqualification.

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

17. The Guard should be healthy, desirable physique and proper experience and may be shuffled from time to time.
18. The Guard should be able to communicate in Hindi, Telugu and also in English, if possible.
19. The Guard should perform one shift per day; **double duties are strictly not allowed.**
20. The Guard should not develop social relationship with RailTel Staff and its vender/contractors staff.
21. The Guard should be provided with uniforms, Whistle, torch, Lathi, Stationery etc.
22. The Guard should wear neat uniforms while on duty along with identity cards.
23. They should not leave the point unless and until the reliever comes for shift duties.
24. The Security Supervisors will maintain all the Registers, which are kept at main gate/Reception and other points.
25. They have to verify all building, rooms etc to ensure as to whether all rooms and building are locked properly.
26. Security Guard must be on patrolling in the locations/campus by rotation and while patrolling, he should check all the buildings/rooms locks including Generator/AC etc.
27. They should not give lenient or casual impressions in the duties and they should be alert and attentive.
28. They should observe movement of the staff, labors, visitors etc.
29. They should not allow anybody with vehicles to office or inside the campus without proper entry in the visitors register.
30. All the vehicles are to be parked in the parking place only. The vehicles should be checked by the Security Guard on duty while coming inside and while going out also.
31. Proper entries to be made while handing over key to any staff of RailTel and while taking over too.
32. The Security Personnel should follow strict attendance and alternative arrangement is to be made by the agency whenever any security guard going on leave under intimation to this office.
33. Changing of Security Guards should be intimated to the caretaker. Patrolling to be identifying points to be carried out every hour in the night.
34. The Security Staff should follow the codal formalities of Security System while on duty.
35. The Security Personnel should ensure that proper gate pass has been issued by the Competent Officers for the items taken out of the campus. In case of any doubt, they should immediately contact officer in charge-Security.

OFFER LETTER

To,
Principle Executive Director,
1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers,
Begumpet Airport Road, Opp. Shoppers Stop,
Hyderabad- 500 016, Telangana

Ref: OT no RCIL/e-Tender/24-25/SC/51 dt 07-03-2025

I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **30 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to provide Manpower on hiring basis as per Schedule of requirement given in the Tender Document in Chapter 3 at the rates quoted in the attached schedule and hereby bind myself/ourselves. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs. _____ as “Earnest Money” paid through online **IREPS** portal or submitted Udyam along with bid security declaration for exemption. The full value of Earnest Money shall stand forfeited or action will be initiated as per bid security declaration, without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period to that effect, non-submission of SD/PBG, non-signing of contract in accordance to tender conditions.

SIGNATURE OF SUPPLIER (S) with Seal

Date:

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

1. _____

2. _____

SECTION II
Chapter 3
SCHEDULE OF REQUIREMENT

OT no. RCIL/e-Tender/24-25/SC/51 dt 07-03-2025

Name of the work: -: Providing Security Personnel (without arms) at Regional Office, DC & Power House at Secunderabad Office, Secunderabad on Outsource basis for the Office of Principle Executive Director, RailTel Corporation of India Ltd. Southern Region/Begumpet.

S. No	Security manpower required	Places required	Approx Charges for engaging (8 Hours shift) 12 nos. as per minimum wages + Employer Statutory Contribution+ GST for TWO Years.	Service Charges offered by Tenderer in percentage in figures	Service Charges offered by Tenderer in percentage in words
1	<p>a. DC/SC Office in 3 Shifts + 1 General Shift- 3 No's (06:00 to 14:00, 14:00 to 22:00, 22:00 to 06:00) – 8 Hours shift (Staff -1 No's each shift)- 3+1=4</p> <p>b. Power House in 3 Shifts - 3No's (06:00 to 14:00, 14:00 to 22:00, 22:00 to 06:00) – 8 Hour's shift (Staff – 1 No's each shift) - 3</p> <p>c. Regional Office/Begumpet 6th Floor in 2 shifts – (06:00 to 14:00, 14:00 to 22:00- 8 Hours shift (Staff -1 No's each shift) - 2</p> <p>d. Regional office/ Begumpet 5th Floor in 3 shifts – (06:00 to 14:00, 14:00 to 22:00, 22:00 to 06:00) – 8 Hours shift (Staff -1 No's each shift)-3</p>	Regional Office/Data Center& SC office, Power House	1,10,50,196/-		

Note:

1. Service charges only needs to be quoted in percentage
2. Rate as per Minimum wages as on 01.10.2024 & Statutory contribution for PF & ESIC from Employer.
3. The rate in percentage is to be quoted in IREPS portal
4. The above qty/locations may vary +/- 25% depends on requirement from time to time.

Signature of Tenderer with Seal

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

Date:

To
M/S RailTel Corporation of India Ltd.
H.No: 1-10-39 to 44, 6th Floor,
Gummidelli Towers,
Begumpet, Hyderabad-16

Dear Sir,

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

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

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

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

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

Encl: As above.

(Sign & Seal of the Vendor)

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

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

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at

H.No-1-10-39 to 44, 6th Floor, Gummidelli Towers, Begumpet, Hyderabad-16

(Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order/LOA 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, on production of a Bank Guarantee for Rs.(Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs

3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(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) / Tenderer(s) shall have no claim against us for making such payment.

4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement

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

5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

Dated the day of 2021

for

(indicate the name of the Bank)

Witness

Signature

Name

Signature

Name

Annexure-E

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH 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), 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.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel website www.railtelindia.com / www.ireps.gov.in . 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.

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 SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE

OF THE TENDERER

VERIFICATION

I/we above named tender 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.

DEPONENT

SEAL AND SIGNATURE

OF THE TENDERER

Place:

Date:

****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.**

RAILTEL

Annexure-E1

FORMAT BID SECURITY DECLARATION

(On non-judicial stamp paper of Rs. 100/-)

Whereas, I/We..... (Name of Agency) has submitted bid for (Name of Work and Tender notice No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines as the bidder being

I/We hereby submit the following “Bid Security Declaration” in lieu of exemption from submitting Earnest Money Deposit: -

1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;

Or

2) If, after the award of work, I/We fail to accept LOA/PO, or to sign the contract agreement or fail to submit performance guarantee or fail to commence the work within stipulated time period prescribed in tender documents;

Or

3) If I/We furnish any incorrect or false statement/ information/ document;

Or

4) If I/We hide any relevant information or do not disclose any material fact in the tender;

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for future tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of such orders.

Signature of Tenderer with seal

Name of Authorized Representative:

Name of Firm:

Date:

MANDATORY – REGISTRATION SHRAMIK KALYAN PORTAL

A. “Contractor is to abide by the provisions of Payment of Wages act & minimum Wages act in terms of clause 54 ad 55 of Indian Railways General Condition of Contract. In order to ensure the same, and application has been developed ad hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment I this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor’s registration on the portal within 7 days of receipt of such request.
- b) Contractor once approved by ay Engineer, can created password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Conctract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer 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 Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all alient details of engaged contractual labour& payments made thereof after each wage period.

B. “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 Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railways’s Shramikkalyan portal at “www.shramikkalyan.indianrailways.gov.in” till _____ Month _____ Year.”

e-Tendering/Bid Receipt

1. Availability of e-Tender Document:

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://www.ireps.gov.in>. Printed copy of Tender document will not be sold from RailTel office.

2. Submission of Bids only through online process is mandatory for this Tender

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://www.ireps.gov.in>, Indian Railways E-procurement system (IREPS). Benefits to Suppliers are outlined on the Home-page of the portal. Bidders are advised to visit the IREPS Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc.

3. Tender Bidding Methodology:

Sealed Bid System - 'Single Stage - Single Envelope': In this, bidder has to submit the Technical as well as financial bid / Price Bid in single envelope **"ONLINE"**.

IREPS Helpdesk

Please visit Helpdesk section on IREPS Portal. The entire bid-submission would be online on IREPS Portal.

RailTel's Contact Person & Designation

Mr. K. Srinivasa Reddy, Spl.AGM/P&A/SR,

Mobile : 9949479922

E-Mail Id: ksreddy@railtelindia.com

4. Broad outline of submissions are as follows:

- I. Submission of Bid Security/ Earnest Money Deposit (EMD)
- II. Submission of digitally signed copy of Tender Documents/Addenda
- III. Tenderer has to submit both Technical and Financial bid as Single Packet
- IV. Online response to Terms & Conditions of Tender.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of IREPS Portal.

5. Document submission:

- i. The bidder is required to submit the "Affidavit duly notarized in original" to RailTel Corporation of India Ltd, Begumpet, Hyderabad-16 t as and when requested by RailTel. Scanned copy of affidavit must be submitted online at IREPS portal.
- ii. **Power of attorney in original** in favour of the signatory duly authorizing the signatory shall be submitted by the tenderer to RailTel Corporation of India Ltd, Begumpet, Hyderabad--16 t as and when requested by RailTel. Scanned copy of **Power of attorney** must be submitted online at IREPS portal.
- iii. Udyam documents along with Declaration as per clause no.1.2.iv (see tenderer instructions)
- iv. Supporting documents towards eligibility criteria i.e. technical and financial documents.

v. Notarized Affidavit.

NOTE: The Bidder has can upload the scanned copy of all above original documents as Bid-Annexure during Online Bid-Submission.

6. Submission of Eligibility Criteria related documents

Eligibility criteria related documents viz. Technical & Financial Credential certificates and other documents as applicable. Bids **received without submission of eligibility criteria supporting documents will be summarily rejected.**

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 service provider'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).

7. Instructions for Tender Document TO THE BIDDERS

The RailTel Tenders are published on www.railtelindia.com and on IREPS Portal <https://www.ireps.gov.in/>.

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

8. Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://www.ireps.gov.in/>. For detailed instructions please refer to IREPS Portal.

9. Fax Quotations & Late Tenders: Fax Tender documents and Late/Delayed tenders would not be considered.
10. 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.
11. **Addenda / Corrigenda:** Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on IREPS Portal only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.
12. **Ambiguity/ Pre- Bid Clarification Requests:**
If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be

referred to the RailTel in writing through emails to RailTel Contacts defined above. All clarification shall be responded through email.

13. Bid submission and Opening date

- 13.1 The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).
- 13.2 Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.
- 13.3 The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

14. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.ireps.gov.in>, and go to the User-Guidance Center.

15. Additional Instructions: Please note

For E-Tendering bids /information by bidders is to be submitted "Online" on IREPS's e-Procurement Portal. Any document / information pertaining to this chapter will have to be submitted by the bidder online. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents. All columns should be filled and blank columns if any should be marked as NIL. Please read the Schedule of Requirements, Instructions to the tenderers, General and Special Conditions including Technical Specifications before filling up the Tender Form carefully.

16. Bids received after due date and time shall be summarily rejected and shall not be opened

***** Document End *****

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RAILTEL