

**Railway Claims Tribunal, Delhi**  
**(Ministry of Railway)**

**TENDER NOTICE FOR SECURITY CONTRACT**

Open sealed tenders are invited on the prescribed form by Addl. Registrar, Railway Claims Tribunal, 13/15, Mall Road, Delhi-54 on behalf of the President of India for providing round the clock security for the residence of Hon'ble Chairman at AB-78, Shahjahan Road, New Delhi-110001 @ Rs.17,29,534/-(approximate) for a period of two years.

The details/terms & conditions for tender are available on website: [www.rct.indianrail.gov.in](http://www.rct.indianrail.gov.in). or [www.rct.indianrail.gov.in](http://www.rct.indianrail.gov.in). Firms, who submit tender on downloading the form from the website, will have to submit a Demand Draft for Rs. 1000/-(Rupee one thousand only) towards the cost of tender documents, in favour of FA&CAO, Northern Railway, failing which their Tender will be summarily rejected.

**Open Tender Notice No. RCTD/DLI/Security/ AB-78/2018**

**Dated 02-7-18**

## GENERAL CONDITIONS TO TENDERER

(Tender Notice No.RCT/DLI/Security/residence/2018 DT. -07-2018 )

1	<p>Sealed tenders in the enclosed form addressed to the Additional Registrar, Railway Claims Tribunal, 13/15, Mall Road, Delhi are invited that may be sent in a cover marked "Tender form for providing security to residence AB-78, Shahjahan Road, New Delhi110001. The tender documents have to be dropped in the tender box kept in the office of Addl. Registrar, Railway Claims Tribunal, 13/15, Mall Road, Delhi-110054 up to 14.00 hrs. on 06-8-2018. The tender box will be opened at 15.00 hours on the same day in the presence of such tenderers who may wish to be present. The period of the contract will be for two years. The tender schedule will be sold upto 25-7-2018.</p>
2	<p>The Estimated cost of tender is Rs. 17,29,534/- for 2 years.</p>
3.	<p>Eligibility Criteria :</p>
(i)	<p>The Tenderer(s) shall be eligible only if he/they fulfill the Eligibility Criteria of having received total contract amount during the last three financial years and in the current financial year with a minimum of 150% of the advertised tender value.</p>
(ii)	<p>Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer/client, Audited Balance sheet duly certified by the Chartered Accountant etc. (Authority Railway Board's letter No.94/CE-I/CT/4 (Pt.II), Dated 7/14.7.2013.</p>
4	<p>Tenderer's credentials : Documents testifying tenderer's previous experience and financial status should be produced along with the tender or when desired by competent authority of RCT.</p> <p>Tenderer(s) who has/have not carried out any work so far on Northern Railway and/or who is/are not borne on the approved list of the Contractors of Northern Railway should submit alongwith his/their tender credentials to establish :</p> <ul style="list-style-type: none"><li>(i) His capacity to carry out the works satisfactorily</li><li>(ii) His financial status supported by Bank reference and other documents</li><li>(iii) Certificates duly attested and testimonials regarding contracting experience for the type of job for which the tender is invited with list of works carried in the past.</li></ul>
5	<p>The Tender received after the date &amp; Time specified above shall not be accepted. The acceptance or rejection of any tender is left entirely to the discretion of the authority empowered to deal with the matter and no explanation can be demanded for the cause of rejection of his tender by any tenderer</p>

6	The tenderers are required to deposit in favour of FA & CAO, Northern Railway a sum of Rs.34590/- as Earnest Money Deposit along with the tender. The Earnest money should be deposited by way of demand draft or pay order issued by a Scheduled Bank preferably Nationalized Bank, in favour of FA & CAO, Northern Railway, only be accepted. The tender form without earnest money deposit will not be considered and will be summarily rejected. The Earnest Money submitted will be refunded without interest to all unsuccessful tenderers. There will be no liability of the Railway Claims Tribunal in case of delay in the refund of Earnest money to the unsuccessful tenderers.
7	The rates are to be filled in legibly in ink, in figures as well as words. Detailed break up of wages, EPF contribution, ESI, Service Tax etc. has to be mentioned on separate sheet. Tender form containing erasures or alteration or overwriting may be declared invalid. In case specific amount has not been mentioned by the tenderers, the tenders will be liable to be rejected out rightly. The rates in words will be treated as final
8	The latest Income Tax Clearance Certificate must also accompany the tender form. The RCT reserves the right to reject the application not accompanied with latest Income Tax Clearance Certificate
9	Documentary proof, where possible in support of all information should be enclosed with tender form. The RCT reserves the right to reject the application unaccompanied with relevant documents
10	If the tenderer is a partnership firm or Ltd. Company or a Hindu undivided family, a copy of the relevant deed/documents should be attached with the tender alongwith the letter of authority as to who would act on behalf of the firm, partnership/family
11	The successful tenderer will have to execute an agreement within ten days after the issue of acceptance letter to the tenderer by the RCT
12	The cost of the stamp duty for the execution of the agreement will be borne by the contractor
13	The bidder may be Proprietary firm, Partnership firm, Limited Company, who possess the required licences/registration as per Private Security (Regulation) Act 2005, as per law.
14	The duration of the contract will be two years from the date of commencement of the contract
15	RCT reserves the right to hold negotiation with the tenderer as per rule applicable on the subject.
16	The Earnest money shall be forfeited:- a)If the selected tenderer fails to commence work within ten days after execution of agreement contract. b) If the selected tenderer does not execute the contract documents within ten days after the receipt of the acceptance letter.
17	The RCT reserves the right to call for any document in original.
18	The price variation as regards value of the Contract Act will be allowed as and when the rates are revised under Provision of Minimum Wages Act after the award of contract. The rates under this clause will be revised on receipt of written request of the contractor supported by documentary evidence as regard to revision of salaries/wages under the provision of Minimum Wages Act. The revision will however, be effected in case of minimum wages only.

19	<p>The tenderers will provide three security guards, of semi-skilled category, who have a valid certificate for completion of training, under Private Security Guards Act 2005. The timings of the guards are given below :</p> <p>i) One Security Guard :8.00 a.m. to 8.00 p.m (on all days) ,  ii) Other Security Guard:8.00 pm to 8.00 a.m (on all days) with half an hour break.</p> <p>(The above timings can be modified by Railway Claims Tribunal authority any time.)</p>
	Special Conditions :
20	<p>The functions and duties of contractor are outlined below:-</p> <p>a) To provide security to premises at AB-78, Shahajhan Road, New Delhi-110001.  b) To prevent entry of unauthorized persons to residence building premises.  c) To remove the unauthorized persons from the said premises as and when instructed by the Railway Claims Tribunal Authority  d) To perform general watch &amp; ward duties including prevention of all other unauthorized and illegal activities and unhealthy practice in the above said premises so as to maintain healthy, peaceful and congenial atmosphere etc.  e) To prevent commissioning of thefts, hooliganism and rowdyism within the premises by taking suitable steps according to process of law, to do necessary coordination with the auxiliary authorities of state Govt. from time to time. The tenderers and his agents or employees shall also perform such connected duties as entrusted to them by the Railway Claims Tribunal authority as and when warranted without any extra charges. The manner in which the duties will be performed, duly registered and details of the staff deployed in each shift and other working instructions as framed by the Railway Claims Tribunal from time to time will be binding on the contractor. This will be deemed to form part of agreement</p>
21	<p>The RCT shall pay to the contractor the agreed amount on satisfactory performance of the above duties. The payment will be made on monthly basis by cheque on production of certificate from the nominated authority of Railway Claims Tribunal regarding satisfactory functioning of the work.</p>
22	<p>The RCT. shall be at liberty to terminate this contract at any time before the expiry thereof on giving three months notice in writing without assigning any reason 'and without being liable to pay any compensation for such termination. It shall further be lawful for the RCT at any time to terminate the agreement without notice and without being liable to pay compensation whatsoever in the event of breach or violation of any of terms and conditions herein, contained or any order given to him, or his servants and employees.</p>
23	<p>The Tenderer or his staff shall not take any intoxicant while on duty</p>
24	<p>The tenderer shall pay to staff engaged in/with this work not less than fair wages, being the minimum wages notified from time to time or where not notified, wages paid for similar work in the neighborhood. The wages paid shall not be less than prescribed by the law enacted by the Govt. of India or by the State Govt. concerned in so far as it may be applicable to such staff engaged on such work on the Railways. The tenderer shall maintain proper record of payments and submit to the RCT certificate each month to the effect that he has paid wages in accordance with prescribed wages. The contractor has to make</p>

	payment to the security guards through bank by cheque/NEFT etc.
25	In the case of expiry of contract period, it will be obligatory for the tenderer to continue working on accepted rates terms & conditions for a period of three months.
26	The tenderer or his agent shall not without prior permission of Railway Claims Tribunal in writing absent himself from the work of which he is employee, and shall at all time provide on duty the number of persons specified in the instructions.
27	During the currency of the contract, all claims by the tenderer against RCT must be preferred within ten days from the date of transaction.
28	The tenderer shall not sublet or assign this work or any part thereof to any persons, whatsoever. In the event of tenderer fails to comply the above instructions, the RCT shall be entitled forthwith to terminate the contract without notice and tenderer shall have no claim whatsoever in consequence of such termination of the contract. As to whether or not the said instructions have been infringed, the decision of RCT shall be final, conclusive and binding.
29	In the event of any dispute or difference of opinion arising between RCT and the tenderer as to the respective rights and obligations of the parties or as to the true intent and meanings of these presents or any articles or conditions thereof, such dispute or differences of opinion shall be referred to the sole arbitration of one arbitrator who shall be nominated for the purpose by Hon'ble Chairman, RCT, Delhi for the time being whose decisions shall be final conclusive and binding on the 'parties, under the provisions of the Indian Arbitration Act and rules in force
30	<p>In the event of the tenderer failing to comply with or committing any breach of any instructions(terms):-</p> <p>a) The RCT shall have the right to terminate the contract.</p> <p>b) To impose a penalty not exceeding a sum of Rs. 1000/- in respect of each case of substandard work noted by Railway Administration or breach of instructions/terms mentioned above for which decision of Registrar, RCT, Delhi will be final and binding. In case of loss to the RCT the full amount of loss will be recovered and the RCT decision as to the extent of the loss shall be binding and final.</p> <p>c) To terminate the agreement as well as forfeit the security deposit, if and when the whole or a part of said security deposit has been forfeited but the agreement has not been determined the tenderer shall be required to pay to RCT the amount to be allowed to carry on his work</p>
31	After the award of the contract, the contractor shall deposit security money i.e. 10% of the contract value in the form of FDR of a reputed/scheduled bank in favour of FA & CAO, Northern Railway
32	If Tender documents is downloaded from the website, tender cost of Rs.1000/- in the form of Demand Draft drawn in favour of ' FA&CAO' Northern Railway, New Delhi is to be deposited along with the Tender, failing which tender will be rejected.

33	The Contractor shall decide the modus operandi as to engage men/machinery by him for rendering proper and efficient services and to conform to the prescribed industry standards.
34	The contractor shall not sublet or appoint any subcontractor to carry out any obligations under the contract in any manner.
35	The contractor shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to persons engaged/employed by him including Provident Fund, ESI Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act and Leave etc. as applicable. In case of any breach of any laws, rules, notifications applicable to the employees of the contractor, the contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employees, agent, representative, attorney, person(s) engaged/employed by him for discharging the obligations under this contract. `
36	The contractor shall always inform the RCT in writing about any change in its address or the names and addresses of its key personnel. Further, the contractor shall not change its ownership without prior approval of the RCT.
37	The contractor shall give an undertaking by the 5 <sup>th</sup> of the proceeding month in favour of the RCT that he has complied with all satisfactory obligations.
38	The contractor shall provide the above said services at such times and in such manner as communicated by the RCT from time to time.
39	No relationship of employer and employees shall be created between the RCT and the employees engaged by the contractor. The security service being purely contractual in nature, the staff engaged by the contractor will not have any claim for employment or any other benefits as available to Railway employees. The contractor shall be liable to make payments to its employees towards their monthly wages/salaries through bank by cheque/NEFT etc. and other statutory dues like EPF, ESI, minimum wages, bonus, gratuity etc.
40	The contractor shall provide uniforms with name badges to his employees the pattern of which will be different than of the RCT as followed for its employees and they shall wear them at all time while at work and maintain such uniforms.
41	The contractor shall be responsible for all types of injuries and accidents to staff, employed by him while execute this work.
42	The contractor shall be responsible for the conduct and behaviour of his employees. If any employee of the contractor is found misbehaving with the RCT staff, the contractor shall take necessary and appropriate action immediately.
43	In the event of any loss/damage being occasioned to residential building on account of the negligence/omission of the contractor's employee(s), the contractor shall make good the loss sustained by the RCT by replacement of the material/equipment and payment of compensation.
44	Extension of the contract on same terms and conditions for a specified period not more than three years on request from contractor can be agreed by RCT if the service is found satisfactory.

45	The contractor shall submit the identity proof, residence proof and police verification of security guards to be deployed.
46	The contractor has to submit the proof of payment of EPF/ESI/Service Tax etc.as applicable along with the bill, failing which the same will be withheld by RCT and will be released on production of proof.

I/We agree to abide by the terms & conditions stated above.

Signature of Tenderer. ....

Name of the firm .....

Address .....

.....

(Ministry of Railways)

(Tender Notice No.RCT/DLI/Security/residence/2018 dt. -6-2018

M/s.....

Receipt No. ....

Dated:-----

Tender form for "Providing Security AB-78, Shahajan Road, New Delhi, Residential premises of Hon'ble Chairman, RCT, Delhi .

Estimated cost : Rs.17,29,534/- (Rupees Seventeen Lakh Twenty Nine thousand Five Hundred thirty five only ) for 2 years

Earnest money deposit: Rs.34590/-

Security Deposit : 5% of contract value Rs.86476/-

Cost of Tender documents : Rs.1000/-

Period of Contract: : 02 years from the date of award

Date & Time of closing of Tender Box : 25-7-2018 at 14.00 Hrs.

Date of opening : 06-8-2018 at 15.00 Hrs.

Item No.	Details	Lump sum to be quoted by the Tenderer (Detailed break up of figures such as wages, EPF, ESI etc. should be given separate sheet)
1	To provide round the clock security to residential premises at AB-78, Shahajan Road, New Delhi-110001 as per General Conditions of Contract (GCC) and conditions specified in the enclosed "Special condition to the tenderers".	Rate in figures per month .....  Rate in words per month ..... ..... .....

Note:- Contractor shall provide and deploy the following staff :

A total of three security guards (semi skilled category ) to be provided @ 8 Hrs. duty per guard per day excluding the half an hour break, for providing round the clock security of the above premises.

I/We have read the various conditions/instructions thereof and hereby agree to abide by the' said instructions/conditions for providing security to residential premises of Hon'ble Chairman at AB-78, Shahajan Road, New Delhi-110001. I/We also agree to keep this offer open for acceptance for a period of 120 days from the date fixed for the opening of the same and in default thereof, I/We will be liable for forfeiture of my/our security deposit. I/We agree to extend the validity of offer for another 60 days after expiry of said period, if specifically called upon to do so in writing.



The information required is as under:-

a. Name of the tenderer:

(Declare whether the applicant is partnership firm or a Ltd. Co. or a Hindu undivided family or a sole proprietorship firm. If it is of the first , copy of deed as also a letter of authority from all concerned persons naming the person who would be acting on behalf of the firm or company or family and would be signing the agreement and undertaking the correspondence with the Railway Administration.

b. (i) Indicate whether the tenderer is registered or not and enclose a copy of registration deed if registered.

(ii) Authorized and issued capital/financial status (attach proof).

(iii) Address of the Head Office

(iv) Address of Bankers.

(v) Business Experience (Enclose Testimonials) for the last three financial years.

(vi) Other Business interests (Enclose testimonials)

(vii) *Licence to engage in the business of private security, issued by Govt. of NCT (copy to be enclosed)*

(viii) *ESI/EPF/Service Tax Registration details (copy to be enclosed)*

(ix) *copy of PAN card*

(Signature of Contractor )

Earnest money of Rs.34590/- has been deposited in favour of FA & CAO, Northern Railway, New Delhi vide Bank Draft, pay order etc. No ..... dated..... issued by ..... attached as earnest money.

Until a formal agreement is prepared and executed, acceptance of the tender shall constitute a binding contract between the selected tenderer and the Railway Administration subject to such modifications as may be mutually agreed to between the parties and indicated in the letter of acceptance of my/our offer for this work.

Place ....

Dated: . Signed on behalf of

M/s. ....

Address in full

Dated :.....

**Publication Department**

**CHECK LIST FOR TENDER PUBLICATION ACCEPTANCE**

1	Major Unit	Railway Claims Tribunal, Principal Bench, 13/15, Mall Road, Delhi-54
2	Sub Unit	Railway Claims Tribunal, Principal Bench, 13/15, Mall Road, Delhi-54
3	Type of work	Security Contract
4	Tendering Authority	Addl. Registrar, RCT/Delhi
5	Tender Notice No.	RCT/DLI/Security/AB-78/2018 dt.02-7-18
6	Name of work	Provision of security for residence of Hon'ble Chairman, at AB-78, Shahajhan Road, New Delhi-110001
7	Approximate Value	Rs.17,29,534/=
8	NIT to be exhibited at Railway website from date	05-7-2018 10.00 Hrs.
9	NIT to be exhibited at Railway website upto date	06-8-2018 14.00 Hrs.
10	Tender document to be exhibited at Railway website from date	05-7-2018 10.00 Hrs.
11	Tender documents to be exhibited at Railway website upto	06-8-2018 14.00 Hrs.
12	NIT file name	RCT NIT security English pdf RCT NIT security Hindi pdf
13	Tender document file name	RCT/Tender Scheduled 2018 English pdf RCT/Tender Scheduled 2018 Hindi pdf

(Jyoti Batheja)

Addl. Registrar/RCT/Delhi