



RAILWAY CLAIMS TRIBUNAL  
Amaravati Bench

Arundelpet  
Guntur


फ. नं. १०००/२०२१/२०२१/२०२१/२०२१/Vol.II

दिनांक/Dt: 23-09-2021.

**NOTICE INVITING BID/TENDER FOR HIRING SECURITY SERVICES**

1. The Railway Claims Tribunal, Amaravati Bench invites sealed tenders for 3(three) numbers of Security Guard from eligible Security Agencies having at least three years of experience in providing Security Services in Government Organizations/ Semi-Government Organizations/ Government Undertaking/ Reputed Banks for supply of Security Services as per Terms and Conditions of this tender document.
2. Tender documents can be collected from the office of the Railway Claims Tribunal, Amaravati Bench on working days from 24.09.2021 to 21.10.2021 till 12.00 PM on payment of Rs.500/- (Rupees. Five Hundred only) in the form of Demand Draft only drawn on any Nationalized Bank in favour of the Additional Registrar, Railway Claims Tribunal, Amaravati Bench payable at Guntur. The tender documents can also be downloaded from <http://rct.indianrail.gov.in>. In case of downloaded form, Demand Draft drawn on any Nationalized Bank in favour of the Additional Registrar, Railway Claims Tribunal, Amaravati Bench payable at Guntur for an amount of 500/- (Rupees Five Hundred only) to be furnished along with the tender document.
3. Tender Form as per **Annexure-I** along with other required documents as prescribed should be submit in a single sealed cover and superscribed as "Tender for hiring Security Guards by Railway Claims Tribunal, Amaravati Bench" be submitted to the Additional Registrar, Railway Claims Tribunal, Amaravati Bench, Arundelpet 1st Line, Guntur- 522002.
4. The tender will be opened on 22.10.2021 at 11.00 hrs at the office of the Additional Registrar, Railway Claims Tribunal, Amaravati Bench. Bidders or their authorized representative may remain present there at the time of opening of the Tenders. Bid documents incomplete or deficient in any respect may be rejected at the discretion of the Tender Committee. The valid Tenders will be scrutinized by the Tender Committee constituted for this purpose.

Encl: - General Terms and condition Annexure-I, II & III.

  
For Additional Registrar,  
Railway Claims Tribunal,  
Amaravati Bench

Copy for information to: -

1. Notice Board
2. upload in website: [www.rct.indianrail.gov.in](http://www.rct.indianrail.gov.in) for terms and conditions.

TENDER DOCUMENT FOR HIRING THE SERVICES OF PRIVATE SECURITY GUARD FOR RAILWAY CLAIMS TRIBUNAL, AMARAVATI BENCH

SECTION-I

Name of work	Providing Security Guards round the clock for Railway Claims Tribunal, Amaravati Bench, Arundelpet 1 <sup>st</sup> Line, Guntur
Period of Contract	For a period of 24 months from the date of commencement of contract
Earnest Money Deposit	Rs.15,000/- (Rupees Fifteen Thousand only) by the Tenders in the form of DD drawn on any Nationalized Bank in favour of the Additional Registrar, Railway Claims Tribunal, Amaravati Bench
Last date for submission of Tender	21.10.2021 till 16.00 hrs
Time and Date of Opening of Tender	22.10.2021 at 11.00 hrs
Tender documents can be obtained from	Office of the Railway Claims Tribunal, Amaravati Bench, Arundelpet 1 <sup>st</sup> Line, Guntur -522002
Tenders to be addressed to	Additional Registrar, Railway Claims Tribunal, Amaravati Bench, Arundelpet 1 <sup>st</sup> Line, Guntur - 522002

## SECTION-II

### TERMS AND CONDITIONS

1. This Invitation for Tenders is open to the Security Agencies fulfilling the eligibility criteria as stated below:
  - a) The Applicant Contractor (Security Agency) should have been in the business of providing security guards and services for minimum of 3 years.
  - b) The Annual Turnover of the Applicant Contractor should not be less than 20,00,000/- (Rupees Twenty Lakhs)
  - c) The Applicant Contractor should be in possession of requisite license from the State Government or other Competent Authority for running security agency.
  - d) Guards should have their antecedents verified from the local Police Station, the instance of the Contractor and a copy of such verification reports should be submitted within 15 days from the date of contract without fail. In case of default, the contractor shall be liable to fine / penalty of Rs.200/- for each day of default in compliance.
  - e) The Applicant Contractor should have complied with all the legal provisions pertaining to his/ its line of business.
  - f) The Applicant-Contractor should have a reputed client list.
  - g) The Applicant Contractor should be in a position to supply the requisite number of Security Guards within 7 days of execution of agreement i.e. the Guards should take their positions at the premises of the Railway Claims Tribunal, Amaravati Bench at appropriate time.
2. The Bidder is expected to examine all instructions, forms, terms and conditions and specifications in the Tender document. Failure to furnish information required by the bidding document or submission of a tender not substantially responsive to the bidding document in every respect will result in rejection of the bid.
3. The Bidder is required to fill up the profile of its Organization and other details in the Format given as per Annexure-II of the Tender Document.
4. **Tender Form should submit as per Annexure-I** shall include the following :
  - a) Full Particulars of Government or other organizations where the Applicant Agency has carried out security services contract in last 3 years (self-attested copies of the relevant work orders are to be enclosed)
  - b) Documentary proof showing the annual turnover.
  - c) A copy of Permanent Account Number (PAN) Card.
  - d) Copy of the Registration with the Central Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Agency under this Contract.
  - e) A Copy of valid GSTN Number.
  - f) AADHAR Card Number of the Proprietor/Partners/Directors of the firm.
  - g) Demand Draft for an amount of Rs.15,000/- (Rupees Fifteen Thousand only) in favour of " Additional Registrar, Railway Claims Tribunal, Amaravati Bench, Guntur" should be invariably enclosed as Earnest Money Deposit (EMD) by the firms along with the Tender in the sealed envelope without which the Bid will be rejected. The said amount shall be forfeited, if the

successful bidder fails within the time fixed by this office to sign the contract on the Terms contained in the Bid Document.

- h) The rates quoted in the Tender form shall be inclusive of all, i.e. Minimum wages, dues as per Labour laws applicable, etc., Service Charges and all other levies etc. that are applicable under relevant statutory provisions from time to time, including the Service Tax. The Railway Claims Tribunal, Amaravati Bench would not bear any additional liability to this account over and above the rates quoted.

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- g) The Railway Claims Tribunal, Amaravati Bench shall however, deduct such tax at source as per the rules and issue necessary certificates to the Agency. The prices once accepted by the Railway Claims Tribunal, Amaravati Bench shall remain valid till the contract remains in force. The Railway Claims Tribunal, Amaravati Bench shall not entertain any request / plea to increase in the prices during the period.

#### 5. Sealing and Marking of Tenders.

- a) The Tender along with EMD instrument and requisite documents (listed in Para-4 above) shall be placed in sealed envelope super scribed "Tender for hiring Security Guards by Railway Claims Tribunal, Amaravati Bench" and should be submitted to the Railway Claims Tribunal, Amaravati Bench, Arundelpet 1<sup>st</sup> Line, Guntur-522002. The Bidder's name, telephone number and complete mailing address shall be indicated on the cover of the outer envelope.
- b) The envelopes of Tender shall have the name and address of the bidder so that if required, they may be returned to the bidder without opening them.

#### 6. Deadline for Submission of Bids:

- a) Tenders must be received by the Railway Claims Tribunal, Amaravati Bench, at the address specified not later than the time and the date specified in the tender document.
- b) Any bid received after the deadline for submission of bids prescribed in the bid document will be rejected and will not be received.
- c) No modification or substitution of the submitted bid shall be allowed.

#### 7. Validity:

Tender shall remain valid for 90 days after the date of tender opening. A tender valid for a shorter period shall be rejected by the Railway Claims Tribunal, Amaravati Bench as non-responsive.

#### 8. Opening and Evaluation of Tenders:

- a) The Tender Committee appointed by the competent authority of Railway Claims Tribunal, Amaravati Bench will open all Tenders on the fixed date, time and venue.
- b) During evaluation of the Tenders, the Railway Claims Tribunal, Amaravati Bench at its discretion, may ask the Bidder for clarification of its tender. The request for clarification and responsive shall be in writing.
- c) All Bidders are strongly advised to furnish all material information in the tender itself.
- d) Tenders found to be complete and valid in all respects will be opened on the fixed date, time and venue.
- e) The results of the tender will be communicated in writing to the qualifying tender. The unsuccessful tenders will be notified separately.

10. The successful tender will submit a Performance Security Deposit in the form of Bank Guarantee (As per Annexure-III), within 15 days after the receipt of letter of Intent @ 5% of the total value of contract. The Performance Security Deposit will be returned to the Agency on successful completion of contract period without interest after deducting liabilities if any. For other tenders, the Earnest Money instrument will be returned within 15 days of the completion of the evaluation of the

tenders. The earnest money of the successful bidder will be returned after receipt of Performance Security Deposit. No interest shall be payable on the Earnest Money Deposit.

11. In the event of tender being accepted, a contract will be entered into with the successful tender, which will be governed by the terms and conditions given in the tender document.

12. No tender will be considered unless and until all the pages of the documents comprising the tender are properly signed and stamped by the persons authorized to do so.

13. The Agency shall acknowledge that it has made itself fully acquainted with all the conditions and circumstances under which services required under the contract will have to be provided and the terms, clauses and conditions, specifications and other details of the contract. The Agency shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase of any rates agreed to the contract or to evading any of its obligations under the contract.

#### 14. Payment Terms

The contract payment shall be made as per the payment schedule mentioned below:-

a) Monthly bill which should be submitted in duplicate by the agency for the security services rendered in the preceding month, shall be paid after submission of bill in duplicate duly complete in all respects. The payment for the work will be released only after production of attendance records, log register and or any other control records prescribed, duly certified by the Supervisor. Inadequate supply of Security Guards will attract deduction at pro-rata basis from the work bill towards compensation. The decision of the Railway Claims Tribunal, Amaravati Bench shall be final and binding in this regard.

b) If the performance of the security services by the agency is not found satisfactory, the Railway Claims Tribunal, Amaravati Bench shall have power to terminate the contract with one month's notice. Upon such termination, the security deposit of the Agency shall be liable to be forfeited and shall be absolutely at the disposal of the department.

c) If at any time during the period of contract, the SCOPE OF WORK for which this job has been awarded is reduced/ abandoned, the payment value of this job order shall be reduced on pro-rata basis by the Railway Claims Tribunal, Amaravati Bench and this decision of the Railway Claims Tribunal, Amaravati Bench shall be binding on the Agency.

15. The Railway Claims Tribunal, Amaravati Bench, without assigning any reasons, reserves the right to accept or reject any tender, and to annul the bidding process and reject all tenders at any time without thereby accepting any liability to the affected bidder or bidders or any obligations to inform affected tender or tenders of the grounds for the action of the Railway Claims Tribunal, Amaravati Bench,

16. The tender shall sign his tender with the exact name of the concern to which the contract is to be awarded. Any change in the constitution of the Agency shall be notified forthwith by the Agency in writing to the Railway Claims Tribunal, Amaravati Bench and the tender shall ensure that such change shall not relieve any former member of the concern from any liability under the contract.

17. The tender document filed by the bidder shall be typed or written in indelible ink. No over-writing cutting shall be permitted.

18. The Railway Claims Tribunal, Amaravati Bench reserves the right to reject the tender having deviations from the prescribed terms and conditions.

19. The tender shall not subcontract or permit anyone other than himself to perform any of the work, service or other performance required of the vendor under the contract.

20. Prior to the submission of tender, the bidder/ authorized representative may personally inspect the place/ office/ property of the Railway Claims Tribunal, Amaravati Bench and facilities specified in the bid at his own cost and under prior intimation to the Railway Claims Tribunal, Amaravati Bench. This is necessary to enable the bidder to gather all the information, so as to prepare the bid accurately after taking into consideration all the relevant factors. Submission of the bid will, therefore, be considered as **PDF Compressor Free Version** fully read and understood the tender document and the scope of work prescribed therein.
21. Making misleading or false representation in the bid document will lead to disqualification of the bidder at any stage. At any time during the pendency of the contract, if it comes to the notice of the Railway Claims Tribunal, Amaravati Bench that the Agency has misled it by giving false/ incorrect information, the contract will be annulled and Performance Security Deposit will be forfeited.
22. The Agency will be responsible for the conduct of all workers deployed by it and will be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Agency or any of the workers agents and other deployed by the Agency in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same. The Railway Claims Tribunal, Amaravati Bench will not be liable for any loss or harm to any person within or outside the Railway Claims Tribunal, Amaravati Bench from any act of omission or commission of any of workers, agent or any others deployed by the Agency in the course of providing any services stated in this contract.
23. Where the tender has been signed by the Authorized Representative on behalf of the concern, the bidder shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder to contract. The Railway Claims Tribunal, Amaravati Bench may out-rightly reject any bid, which was not supported by adequate proof of the signatory's authority. The Railway Claims Tribunal, Amaravati Bench shall not be liable for any compensation, claim or damages etc. due to any accident, injury or harm to any person deployed by the agency or death due to accident or otherwise, which may arise out of any circumstances related or unrelated with their duties at the Railway Claims Tribunal, Amaravati Bench.
24. Without prejudice to the preceding term of contract, the Agency will be liable to reimburse the Railway Claims Tribunal, Amaravati Bench of any cost or legal liability, penalty, fine, etc. imposed on the Railway Claims Tribunal, Amaravati Bench by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the Agency or any of the workers deployed by the Agency in the course of providing any services state in this contract.
25. It shall be the responsibility of the Agency to comply with the provisions of all Labour Laws including Minimum Wages Act (as applicable by Central legislation or Andhra Pradesh state legislation, whichever is beneficial to the guards) along with statutory contributions. The Agency shall faithfully discharge all the liabilities under all labour laws.
26. The agency shall comply with all statutory liabilities and obligations of State and Central Government. The Railway Claims Tribunal, Amaravati Bench shall not be liable for any contravention/

non-compliance on the part of the Agency. Any contravention/ non-compliance on the part of the Agency would be construed as a sufficient ground for termination of the contract at the discretion of the Railway Claims Tribunal, Amaravati Bench. Notwithstanding, in the event of the Railway Claims Tribunal, Amaravati Bench being imposed with any penalty/fine etc. by any agency/ authority due to the non-compliance/ contravention on the part of the Agency to any statutory laws/ rules/ regulations etc., the Railway Claims Tribunal, Amaravati Bench reserves the right to recover such fine/ penalty etc., from the Agency by way of recovery from the bills raised by the Agency or by any other means.

27. The Railway Claims Tribunal, Amaravati Bench may discontinue the contract at any point of time, by giving a notice of 30 days before the intended date of disconnection, and will not be liable to any additional charges or compensation payable to the Agency or any other person.
28. The Agency may discontinue the contract at any point of time, by giving a notice at least 60 days prior to the intended date for discontinuation. However, it will lead to forfeiture of its Performance Security Deposit submitted by it. In case of discontinuation without a notice or a notice less than 60 days prior to the intended date of discontinuation, the Railway Claims Tribunal, Amaravati Bench will have the right to claim damages, and recover them from the payments due to the Agency or by any other means, in addition to forfeiting the Security Deposit of the Agency.
29. The workers employed by the Agency will not be treated as the employees of the Railway Claims Tribunal, Amaravati Bench for any purpose whatsoever.
30. In the event of any dispute or differences arising as to the execution of the contract or as to the respective rights or liabilities of the parties hereto or interpretation of any of clause thereof on any condition of agreement (except as to any matters the decision of which is specially provided for or the specially condition) the dispute shall be resolved in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the Rules there under and any statutory modifications thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings. The award of the Arbitrator shall be final and binding on parties to the agreement.
31. In case of non-compliance of the above terms and conditions of contract, a penalty may be levied on the basis of certificate signed by the Controlling Authority.

## TENDER FORM

(On the letter of the concern submitting the tenderbid)

To, **PDF Compressor Free Version**  
 Additional Registrar,  
 Railway Claims Tribunal,  
 Amaravati Bench,  
 Arundelpet 1st Line,  
 Guntur- 522002.

Sir,

I/ we hereby undertake to provide the Security Guards at the premises of the Railway Claims Tribunal, Amaravati Bench, as specified in the bid/ tender document and agree to hold this offer open for a period of 90 days from the date of opening of the tender. I/ we shall be bound by the communication of acceptance issued by you.

I/ we have understood the Scope of Work and the Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and are fully aware of the nature of the services to be rendered and my/ our offer is to supply the services strictly in accordance with the requirements.

I/ we, after carefully going through conditions mentioned in the tender schedule and other instructions do hereby Quote the Rate of Payment for each guard of 08 hrs duty as given in the table below and other relevant fields.

a)

Description	Rate (In Rupees- In Figures)	Rate (In Rupees – In words)
Daily wage		
PF contribution (Employer)		
ESI contribution (Employer)		
GST		
Total		

b) Service Charge claimed (in percentage):

c) Total amount (in Rupees) payable including service charges per Guard for 08 hours of duty:

In figures: \_\_\_\_\_

In words : \_\_\_\_\_

Certified that I/ we have the experience of more than.....years in providing security services and related works. Certified copies of at least one work-order pertaining to each of the last two years are enclosed with this bid.

A detailed profile of the organization as filled in as prescribed in the Annexure-I of the bid document is enclosed with this bid. Other details required to be submitted with this bid as per the bid documents are also enclosed as follows:-

a) Copy of valid Empanelment Certificate from appropriate authority for undertaking security services contract.



b) List of reputed Clients along with documentary evidence (Self-attested copies of the relevant work orders are to be enclosed).

c) A copy of PAN Card.

d) Copy of Registration with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Agency under this contract. In case the agency is exempted from obtaining such Registration of approval or order from the Labour Commissioner, the agency is required to produce an affidavit signed by the authorized signatory of the agency that their firm is exempted and is not required to obtain any such Registration or approval or order from the Labour Commissioner.

e) Copy of Registration Certificate from the concerned State Government or any other Competent Authority for operating Private Security Agency as required under the Private Security Agencies (Regulation) Act, 2015. In case the agency is exempted from obtaining such Registration or approval or order from the said Competent Authority, the agency is required to produce an affidavit signed by the authorized signatory of the agency that their firm is exempted and is not required to obtain any such Registration of approval or order from the concerned State Government/ Competent Authority.

f) Note on compliances of liabilities & obligations of State and Central Government viz. Minimum Wages Act, and other statutory obligations.

g) Information regarding any litigation, current or during the last three years in which the bidder was/ is involved, the opposite party(s) and the disputed amount.

h) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies or relevant documents to be enclosed).

i) Details of Earnest Money Deposit (EMD) of demand draft drawn in favour of the Additional Registrar, Railway Claims Tribunal, Amaravati Bench payable at Guntur.

We do hereby undertake that, until a formal notification of award, this bid, thereof shall constitute a binding order between us.

Dated this.....day of.....of 2021

Telephone/ Fax.....Mobile No. ....

E-mail.....

.....Company Seal.

Yours faithfully

Signature and stamp of the  
Bidder or Authorized Signatory

## ANNEXURE-II

## PROFILE OF ORGANIZATION

Sl.No	Particulars	Information/ Documents
1.	Name of the Proprietor/ Partner/ Company	
2.	Address with email, Phone, Fax, Mobile Nos	
3.	Name and address of the Proprietor/ Partners/ Directors and their PAN/ ADDHAR No.	
4.	Details of Registration with Labour Commissioner having jurisdiction over the territory of exemption certificate, if any. (Copy to be enclosed)	
5.	Years of Establishment of the Firm/ Company/ Concern and experience in the execution of security contracts (Copy of document to be enclosed)	
6.	PAN (enclose copy)	
7.	Service Tax No. (Copy of Certificate to be attached)	
8.	GST Registration No. (Copy of certificate to be attached)	
9.	Provident Fund Registration No. (Copy of Certificate to be attached)	
10.	ESI Registration No. (Copy of certificate to be attached)	
11.	Copy of License for operating Private Security Agency as required under the law.	
12.	Annual turnover (Documentary proof to be attached)	
13.	List of Reputed clients (along with documentary evidence)	
14.	List of similar work undertaken/ in hand at present (Proof documents)	
15.	Whether sufficient number of guards in each category is available with the Applicant Contractor (Furnish Documentary evidence)	
16.	Details of Demand Draft in respect of Earnest Money	

Note: Please attach extra sheet in support of your information, if space in the column is insufficient. It is requested to visit the site and ascertain the quantum of work before submitting the tender with prior appointment from the authority of Railway Claims Tribunal, Amaravati Bench.

Date:

Place:

Signature & Seal of tender

To

**FORM FOR PERFORMANCE SECURITY DEPOSIT**  
**(BANK GUARANTEE)**  
(In Connection with Hiring of Security Services by Railway Claims Tribunal, Amaravati Bench)

The President of India

WHEREAS..... (Name & address of the contractor) (Hereinafter called 'the contractor') has undertaken, in pursuance of the contract.....dated.....to supply Security Services,

And whereas it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract:

AND WHEREAS we have agreed to give the contractor such a bank guarantee:

Now therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the.....day of ....., 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

(Bank's common seal)