



RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)

SOUTHERN REGION

TENDER DOCUMENT

FOR

“Hiring of vehicle for the use of DGM/Marketing /SBC as per the schedule of requirement for a period of one year”

(Tender No. RailTel/Tender/LT/SR/SBC/2015-16/126 dt.10.03.2016)

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RAILTEL

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RAILTEL

RailTel Corporation of India Ltd.
(A Government of India Undertaking)
Southern Region

TENDER NOTICE

Tender No. RailTel/Tender/LT/SR/SBC/2015-16/126

Date: 10.03.2016

Notice for Inviting Tender

Sub: Hiring of vehicle for the use of DGM/Marketing/SBC as per the schedule of requirement for a period of one year.

RailTel Corporation of India Ltd.(RailTel), a Govt. of India (Ministry of Railways) Undertaking, Southern Region H.Q, 2nd Floor, B-Block, Rail Nilayam, Secunderabad–500071 (AP), invites Sealed Limited Tender for the **“Hiring of vehicle for the use of DGM/Marketing/SBC as per the schedule of requirement for a period of One years”**

a)	Last date of submission of tender.	28.03.2016 up to 15:00 hrs.
b)	Date & Time of opening o f tenders.	28.03..2016 at 15:30 hrs.
c)	Validity of offer	60 days
d)	Earnest Money (EMD) is Rs 7,680/-(Rupees Seven Thousand Six hundred and eighty only) . These are payable by an Account Payee Bank Draft/F.D.R in favour of RailTel Corporation of India Limited, Secunderabad.	

The offers shall be opened on above said date in the presence of those bidders who choose to be present. If the above said date happens to be a holiday the same shall be done on the next working day.

Further information may be obtained from the Office of RGM/ RailTel, Secunderabad.

(S.RAJASEKHAR)
DGM/Projects/SR

Section-I
Chapter-I
Preamble

Tender No. RAILTEL/SBC/LT/SR/2015-16/126 Dt:10.03.2016

Name of work: Hiring of vehicles for the use of “DGM/Marketing/SBC”.

Hiring of vehicle for the use DGM/Marketing/SBC as per the schedule of requirement for a period of one year as per details given below.

S. No	Location & Reach	Work	HQ	Estimated Cost for One year for the vehicle (Rs.)	EMD (Rs.)
1	SBC	Hiring of vehicle for the use DGM/Marketing/SBC as per the schedule of requirement for a period of one year.	SBC	3,84,000/-	7,680/-

2. **Tender Bid:** The tender bid shall be submitted in sealed covers super scribed with Tender No and addressed to **Regional Manager, RailTel Corporation of India Limited, 2nd Floor, B-Block, Rail Nilayam, Secunderabad Pin-500071**. Awarding contract or not awarding is at the sole discretion of the RailTel Corporation of India Ltd.
3. **Tender offers:** The Tenderers are required to quote unit rates 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 one year from the date of issue of LOA extendable by further period of one year 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.
5. The tenderer shall produce along with tender paper the documentary support for their experience. The tenderer also state the registration number of vehicles, which shall be placed fully under the disposal of RailTel. Documentary support for the possession such as RC, experienced staff with driving license etc. shall be submitted along with the tender papers. The offer document should be serially numbered. The offer of Tenderer, who do not comply with these conditions, will be rejected.
6. All tenders must be accompanied with Schedule of work attached as SOR duly filled in and signed complete with technical details. No unsealed tenders will be accepted.
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. RailTel also reserves the right to add

or delete any section. However, payment will be made on pro – rata basis on accepted rate.

- 8. Earnest Money Deposit (EMD):** The tenderer shall submit demand draft or Bankers cheque/FDR from any scheduled bank for Rs. **7,680/-(Rupees Seven Thousand Six hundred and eighty only)** in favour of RailTel Corporation of India Limited, payable at **Secunderabad**.

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.

- 8.1 The Tenderers 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 shall not rescind 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.

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 no 21 to 22 of special terms and 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/Performance Guarantee for due and faithful fulfillment of contract. The Earnest Money of successful tenderer will be returned after the Contract Performance Guarantee/Security Deposit is furnished and formal contract duly signed is received by the purchaser.
- 8.2.5 Any tender not accompanied by Earnest Money in the approved forms as mentioned above will be **summarily rejected**

- 9 The quoted rate in the schedule should be inclusive of all taxes (50% Reverse charge is applicable on service charge), freight and duties etc. and should include all the materials to be provided for the work to be done by the contractor as described in the tender document and the schedule attached. 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 sixty days from the date of opening of the tender within which period the tenderer cannot withdraw his offer. Any contravention of this condition will make tenderer liable for forfeiture of his earnest money deposit.
- 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 General Manager, RailTel Corporation of India Ltd, SBC, will be final.



SECTION - I CHAPTER-II

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS

Tenders are invited on behalf of M/s. RailTel Corporation of India Limited, Secunderabad - 500071 from established and reliable contractors for Hiring of vehicle for the use DGM/RAILTEL/SBC as per the schedule of requirement for a period of one year. The Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Schedule of Requirements and all Annexure & Forms etc. shall, hereafter, be collectively referred to as the **"Tender Papers"**.

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

2. INTERPRETATIONS

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

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

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

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

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

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

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

"MONTH" Means any consecutive period of thirty days.

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

"PURCHASER" Means **"RailTel"** Means M/s. RailTel Corporation of India Limited, Bangalore.

"PURCHASER'S ENGINEER" Means the General Manager of RailTel or successor who will decide all matters relating to design, manufacture, and 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, Vectra House, 2nd Floor, East Wing, No.15, 1st Main 6th Cross Gandhinagar, Bangalore – 560009.

“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.

“BLOCK SECTION” Means the distance along the railway track between two consecutive Railway Block stations.

“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 Tenderers.

4. COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS & DRAWINGS

- 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 Tenderers and Conditions of Tendering, Technical Specifications, Preamble etc. which he proposes with justifications for deviations proposed. The purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final.

- 4.2 The equipment offered shall be in accordance with the drawings and specifications. Details of variation from the drawings and specifications, if any, should be clearly indicated separately for each annexure with justification for deviations proposed. The Purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final.
- 4.3 Firms should give details of similar works carried out giving details of the name of the project, date of award, length of the section, value of the contract, the original execution period and the actual execution time taken.

5 SUBMISSION OF OFFERS

- 5.1 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be summarily rejected.
- 5.2 In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the **next working day**.
- 5.3 All offers shall be either type written or written neatly in indelible ink in English. Each page of the offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right hand corner of the top page. The supporting documents should be submitted either in original or duly signed by the authorized signatory of the tenderer. The original documents shall be produced for verification when called for.
- 5.4 All copies of the tender papers shall be signed by the tenderer, on each page including closing page in token of his having studied the tender papers carefully.

6. RATES IN FIGURES & WORDS:-

- 6.1 All prices and other information like discounts etc., having a bearing on the price shall be written both in figures and in words in the prescribed offer form. In case of difference in words and figures the amount written in words will be taken in to consideration.
- 6.2 In the event of any discrepancy between unit rate and total cost, the value shown in unit rate will be taken for evaluation purpose.
- 6.3 In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

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

6.5 The bid shall consist of the following:

- i) Tender Document complete including Offer letter
- ii) Schedule of works (i.e., Schedule of Requirements) with rate and total amount duly signed by the tenderer in figures and words.
- iii) Earnest Money in prescribed form
- iv) Constitution of Firm and Power of Attorney
- v) Clause wise compliance to tender conditions & statement of deviations (Para 4).
- vi) Any other information desired to be submitted by the tenderer.

7. CONSTITUTION OF FIRM AND POWER OF ATTORNEY

- 7.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -
 - (a) As sole proprietor of the concern or as attorney of the sole proprietor;
 - (b) As a partner or partners of the firm;
 - (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association
- 7.2 In the case of a firm not registered under the Indian Partnership Act, all the 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 and all-inclusive 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 (including service tax)
9. **VALIDITY OF OFFER:** The tenderer shall keep the offer open for a minimum period of 60 (sixty) days, from the date of opening of tender. Within that period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.
10. **RATES DURING NEGOTIATION:** The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.
11. **NON-TRANSFERABILITY AND NON-REFUNDABILITY:** The tender documents are not transferable. The cost of tender document is not refundable.

12. **ERRORS, OMISSIONS & DISCREPANCIES:** The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the misinterpretation shall be entertained.
13. **WRONG INFORMATION BY TENDERER:** If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.
14. **AUTHORITY OF ACCEPTANCE:** The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser.

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

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

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

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

OFFER LETTER

To
The General Manager
M/s. RailTel Corporation of India Limited,
Vectra House, 2nd Floor, East Wing,
No.15, 1st Main 6th Cross
Gandhinagar, Bangalore – 560009.

I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **60 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to provide vehicle 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.

a) A sum of Rs. _____ as an Account Payee Demand Draft No. _____ dt. _____ issued by _____ in favour of RailTel Corporation India Ltd. Secunderabad is herewith forwarded as “Earnest Money” for SBC Region.

The value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period to that effect.

SIGNATURE OF SUPPLIER (S) with Seal

Date:

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

- 1.
- 2.

SECTION - I**Chapter -III****SCHEDULE OF REQUIREMENT**

Name of the work: - Hiring of vehicle for the use DGM/Marketing/SBC as per the schedule of requirement for a period of one year as per details given below :-

Sl.NO	Section	Schedule of Work	Running KMS per month	Rate per unit per month (Rs.) in figures (Including of all taxes)	Amount for One year (Rs.) in figures (Including of all taxes)
1	Banglore	Hiring of transport vehicle, Air conditioned, like Tata Indigo, Tavera, Innova, Scorpio for use of DGM/Marketing/SBC. (Model: Year 2014 or latest)	2500		

Total Amount in words: Rupees

Note:

1. Rates quoted should be inclusive of all taxes, duties and freight. Service tax component should be shown separately.
2. If any discrepancy in Rates in figures and words, rates in words shall be taken as final.
3. Fixed rate per Km beyond 2500Km is Rs...../-
4. Additional rate for beyond 12 hours is Rs...../- per hour

Signature of Tenderer with Seal

SECTION – II
CHAPTER- I
Special Terms & Conditions

“Hiring of vehicle for the use DGM/Marketing/SBC as per the schedule of requirement for a period of one year as per details given below:

1. Service Tax shall be included.
2. The contract is valid for one year from the date of issue of Work Order and the contract/agreement is extendable by mutual consent on yearly basis subject to satisfactory performance of the Agency and such amendments as mutually agreed to.
3. The vehicle shall be made available with the driver 24hours x 7 days in a week basis for carrying men and necessary equipment and materials. Railtel shall reserve the right for calling the vehicle round the clock.
4. Drivers should be provided with cell phones. Railtel shall not bear the cost of the cell phones and call charges. The agency should ensure that driver should not switch off cell phones. Driver should have proper license to drive the vehicle.
5. Log book should be supplied by the agency and shall be kept in the custody of the driver who shall get the same filled up for the journeys undertaken by RailTel officials every day.
6. All the bills and documents submitted should be certified by RailTel incharge .
7. The year of manufacture of the vehicle should not be older than 2014.
8. RC book of the vehicle should be submitted for verification to GM/SBC and vehicle should have proper road travel permission. Obligations to comply with various stator formalities like lifetime Road tax permits, pollution check lies with vehicle supplier only.
9. Similar substitute vehicle should be provided immediately or within 1 hour as and when any break down of the vehicle. Failure to provide similar substitute vehicle within a reasonable time will result in deductions of that day's payment in addition to a penalty of Rs.500/-. Such deduction shall be adjusted against the hire charges payable to the supplier.
10. In case of emergency & necessities, the vehicle services shall be made available to adjacent/other sections also as per request.
11. If the vehicle/driver performance is not up to the standards as mentioned above RailTel reserves The right to terminate the contract without attributing any reason with one month notice.
12. Bill passing officer shall be DGM/RAILTEL/SBC and bill paying officer shall be General Manager/Finance/Secunderabad.

13. The contractor should be prepared to attend this office within 15 days with all the relevant documents for signing the contract agreement after the issue of LOA. Please note that until a formal agreement is executed, this work order/LOA shall constitute a valid and binding contract between you and Railtel.

Special Terms & Conditions

FOR THE GENERAL MANAGER SBC/RAILTEL:

1. The contract is initially for one year from the date of issue of Letter of Acceptance (LOA) and extendable by mutual consent on yearly basis subject to satisfactory performance of the Agency and such amendments as mutually agreed to.
2. The vehicle provided should be of Taxi Plate / Yellow Plate.
3. The vehicle shall be made available at the residence of controlling officer with the driver readiness between 7.30 am to 07.30 pm every day or any convenient time as required by the controlling officer throughout the month. RailTel shall reserve the right for calling the vehicle round the clock in case of emergencies on call basis. Failing which a penalty of Rs.500/- per such case will be deducted in addition to that day charges
4. Drivers should be provided with cell phone. Driver should be instructed NOT to switch off the cell phone. RailTel shall not bear the cost of the cell phones or its call charges to the driver. If the cell phone is not working, a penalty of Rs.100/- per day will be levied.
5. Two days rest will be provided in a calendar month.
6. Driver should keep available all the required documents like driving license, RC Book, Life tax, pollution control, proper road travel permission etc in the vehicle and should be submitted for verification to the concerned RailTel AM/Manager/Sr. Manager.
7. Log book should be supplied by the agency and shall be kept in the custody of the driver who shall get the same filled up for the journeys undertaken by the RailTel Officials every day.
8. The vehicle reading and time for starting and closing will be recorded from the residence of controlling officer. No additional mileage/time will be permitted for to & fro for the movement of the vehicle from supplier's premises/vehicle shed.
9. **The component of service tax if any shall be shown separately.** The Service tax is applicable.
10. (Reverse Charge 50%). Service tax registration number should be furnished along with bills.
11. The vehicles Model should be of 2014 (Two Thousand Fourteen) or Latest year of manufacture.
12. The vehicle should be kept in good, neat and clean conditions at all times. Air purifier, towels/seat covers to be provided in the vehicle which needs to be replenished / cleaned as required.
13. Obligations to comply with various statutory formalities like lifetime Road tax permits, pollution check, parking charges & toll gate charges to be borne by the vehicle supplier. However, parking & toll gate charges will be reimbursed on submission of documentary proof along with monthly bill.
14. In case of break-down of any hired vehicle provided the agency, the agency should provide similar substitute vehicle within a reasonable time i.e. one hour from the time of intimation.

Failing which a penalty of Rs.500/- per such case will be deducted. In case no vehicle is arranged then, per day charges will be deducted in addition to Rs.500/-.

15. If the vehicle/driver performance is not up to the standards as mentioned above RailTel reserves the right to terminate the contract without attributing any reason with one month notice.
16. During the course of the contract period, if there is a hike in the diesel price, proportionate payment for the increased diesel price will be paid over tendered amount after taking an average of 10 Kilometers per liter. If there is a decrease in the diesel price, similar exercise will be done for reducing the proportionate amount from the tendered value. The rate of diesel which will prevail on the date of opening of this tender will be the basic rate of the diesel for the above calculation.
17. Bill passing officer is DGM/SBC and Bill paying officer is GM/Finance.
18. Consolidated Monthly Bill to be submitted to the RailTel by attaching the signed copy of LOG SHEET & certificate of satisfactory condition of vehicle without which payment will not be made.
19. Payment will be made through NEFT/RTGS and Income tax will be recovered from the bill as per Income tax rules in vogue. PAN number should be submitted along with bills.
20. Vehicle hire charges should not vary unless usage of additional kilometer (i.e. more than 2500Km per month) or extra hours of usage as certified by Railway/RailTel official.
21. **Security Deposit (SD):** An amount equivalent to 5% of the Agreement value has to be remitted in the form of Bank Draft/F.D.R or Irrevocable Bank Guarantee in favour of RailTel corporation of India Ltd payable at Secunderabad valid till three months beyond the completion period for due fulfillment of contract.
22. **Contract Performance Guarantee (PG):** An amount equivalent to 5% of the Agreement value has to be remitted in the form of Bank Draft/F.D.R or Irrevocable Bank Guarantee in favour of RailTel corporation of India Ltd payable at Secunderabad valid till three months beyond the completion period for due fulfillment of contract.
23. **Certificate of Satisfactory condition of vehicle:** Certificate of Satisfactory condition of vehicle to be given by the RailTel official concerned, which should be attached along with monthly bill.
24. Staff of Agency should have ID Cards for entering in RailTel/Railway premises
25. Staff of Agency should not infringe/disturb the work of RailTel/Railways and if any damage occurs to assets of RailTel/Railways while plying & parking of vehicles, Agency will be responsible for the same
26. RailTel reserves the right to terminate the contract at any time after giving one month's notice should in RailTel's opinion the cessation of work become necessary, owing to paucity of funds, the Agency inability to perform, non possession of vehicle arrangement. The Security Deposit should be forfeited in case of termination.
27. Both the parties agree that neither party shall be liable for each other for delay or non-performance of respective obligations in the event beyond the control of each party which can be termed as force major
28. It is mandatory to submit Rs.100.00 non-judicial stamp papers to enter into an agreement within fifteen days from the date of the letter of acceptance.

TENDERER DATA SHEET

“Hiring of vehicle for the use DGM/RAILTEL/SBC as per the schedule of requirement for a period of one year” as per details given below

(Tender No: RAILTEL/SBC/LT/SR/2015-16/126 dt. 10.03.2016)

1	Name of the Organization	
2	Name of the Authorized Person Submitting the Tender Documents (Submit the proof of authorizing the person to sign the tenders by the company on its behalf)	
3	Main line of Business	
4	Years of Experience	
5	Location (indicate address, tel.no., fax and the year from which they are operating in that location)	
6	Contact person	
7	Address	
8	Tel. No.	
9	Fax No.	
10	E-mail ID	
11	The tenderer should produce copy of PAN Number	
12	Documentary support for Vehicle	

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.
10th Floor, Bank of Baroda Bldg.
16, Sansad Marg
New Delhi-110001

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.

(Signature & Seal of the Vendor)

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

Signature of Authorized Official from the bank.

GURANTEE BOND FOR SECURITY DEPOSIT

(On Stamp Paper of requisite value)

(To be used by approved Scheduled Banks)

1. In consideration of the General Manager , RailTel Corporation of India Limited, SBC (Herein after called RailTel) having its Registered Office at 10th floor, Bank of Baroda Building, 16th Sansad Marg, New Delhi – 110001 and Regional office at 2nd floor, B-Block, Rail Nilayam, Secunderabad agreed to exempt..... (Hereinafter called “ the said Contractor(s)”) from the demand, under the terms and conditions of an LOA/Agreement No.dated.....made betweenand for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We, indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.
The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) /Supplier(s) shall have no claim against us for making such payment.
4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).
7.(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated -----
for
(indicate the name of the Bank)

Witness

1. Signature
Name

2. Signature
Name

