

RailTel Corporation of India Limited

(A Government of India Enterprise, Ministry of Railways)

Northern Region

Tender Document

For

“Hiring of four vehicles Mid-Segment (like Swift Dezire, Accent, Indigo, Toyota Etios, Honda Amaze or equivalent model in prices) AC vehicle along with fuel and driver for 2500 Kms and 312 Hrs and one vehicle on daily basis rates as per requirement/need for a period of two years for Officers of RailTel (GMs & RGM) Northern Region for Delhi/NCR”.

(Tender No. RailTel/OT/ NR/Vehicle for GMs & RGM/P&A/2016-17/01 Dated: 05.04.2016)



Index Sheet

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RAILTEL

A Government of India
Underfaking

(A Government of India Enterprise, Ministry of Railways)
Northern Region

OPEN TENDER NOTICE

Sub: Tender for supply of Commercial Vehicle on monthly package / daily hire basis to RailTel Corporation of India Limited.

RailTel/OT/NR/Vehicle for GMs & RGM/P&A/2016-17/01 dated 05.04.2016

1.0 RailTel Corporation of India Ltd. invites sealed Tender for providing Mid-size/ luxury vehicles (Commercial) on monthly/daily hiring basis **for the officers (GMs/RGM) of its Regional office located at Block-III, 6th floor , Delhi I.T. Park, Shastri Park. Delhi-110053. Four(04)** Mid segment (like Swift Dezire, Accent, Indigo, Toyota Etios, Honda Amaze) AC Vehicles on monthly basis are required for the officers staying in Delhi/GurgaonNCR. The number can vary during the currency of the contract. In addition, the Company may also require to hire vehicles on Daily basis.

2.0 The contract agreement with the Contractor for providing vehicle on hiring basis shall be for **Two years**, which may be extended for One year or short closed at the discretion of RailTel Corporation.

	Type of Tender	Open Tender
a)	Last Date of submission of tender & time	26.05.2016 up to 15:00 Hrs
b)	Date and time of opening of tender	26.05.2016 at 15.:30 Hrs
c)	Approximate Cost of the tender including service tax	Rs. 32,59,200/-
d)	Validity of offer	60 days
e)	Completion of period	Two years
f)	EMD to be submitted alongwith tender/bid	Rs. 66,000/-
g)	Cost of Tender Document	Rs. 5,250/- (Five Thousand Two Hundred Fifty only) and Rs. 5,775/- (Five Thousand Seven Hundred Seventy Five only), if required by post – incld. VAT @5%.
Note:	Tender Document may be obtained between 11:00 hrs to 17:00 hrs from 05.05.2016 to 25.05.2016 from the office of Regional General Manager, Northern Region, Delhi by paying the cost of tender document through Bank Draft in favour of “RailTel Corporation of India Limited” payable at Delhi. RCIL shall not be responsible for late receipt of tender documents for any postal delay, if required by post.	

Tender Notice and Tender Document are also available on RailTel’s website and can be downloaded from www.railtelindia.com. The cost of Tender document shall, however, have to be deposited along with tender bid in the form of Demand Draft as detailed above.

General Manager/Project
For Regional General Manager/NR

Chapter-I

Offer Letter

To

**Regional General Manager,
RailTel Corporation of India Limited
Northern Region,
Block-III, 6th floor ,I.T.Park,
Shastry Park. Delhi-110053**

I/We _____ have read the various conditions to tender 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 do the work “As per the top sheet” for Tender No. RailTel/OT/NR/Vehicle for GMs & RGM/P&A/2016-17/01 Dated 05.04.2016 for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work with all respect within **Two years** from the date of issue of Letter of Acceptance. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the works laid down by the Railtel for the present contract.

2. A sum of Rs.----- only as an Account Payee Demand Draft No.----- dt. ----- issued by ----- is herewith forwarded as “Earnest Money”. The full 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 or do not deposit the security deposit (Performance Bank Guarantee) with in 7 days after receipt of orders to that effect.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

1.

2.

Chapter- II
SCHEDULE OF RATE

Tender No. RailTel/OT/NR/Vehicle for GMs & RGM/P&A/2016-17/01 dated 05.04.2016

A) Rates for Monthly package basis

SN	Description	Unit	No of vehicle required	Unit rate per month per vehicle (Inclusive Service tax) Rs	Total Amount (Inclusive Service tax) Rs.
1	Vehicles charges for 2500 Kms and 312 Hrs for Mid-Segment (like Swift Dezire, Accent, Indigo, Toyota Etios, Honda Amaze or equivalent model in prices) AC vehicle	Per month per vehicle	4		
2	Rate per extra Km. (above 2500 Kms)	Per Km per vehicle			
3	Rate per extra hour (above 312 hrs.)	Per hour per vehicle			

B. Rate on daily basis for one vehicle as and when required/needed.

Vehicle Model (AC)	Daily Rate for run of 100 Km & 12 Hr.	Rate per extra Km. over 100 Km.	Rate per extra hour over 12 Hr.
Mid segment AC vehicle (like Swift Dezire, Accent, Indigo, Toyota Etios, Honda Amaze or equivalent model in prices)			

Rate is inclusive of service tax

Name & Signature of the Authorized Signatory

Name & Address of the firm

With Stamp

Chapter III

Commercial Terms & Conditions

(A) **Eligibility Condition:**

1. **The Agency should have satisfactorily provided 06 Mid-segment Commercial Vehicles (like Swift Dezire, Accent, Indigo, Toyota Etios, Honda Amaze) to Govt. or other organizations, on monthly hiring basis, each car at least for one year, during the last 3 FY (2013-14, 2014-15 & 2015-16) & current financial year and at least 02 (two) vehicles in a single year during the last 3 FY (2013-14, 2014-15 & 2015-16) & current financial year. Copies of relevant contracts/agreements should be enclosed.**

(B) **Evaluation Criteria:**

(I) **For vehicles to be hired on monthly basis:-**

Bids/quotations of eligible Agencies for providing vehicles for Delhi/NCR, shall be considered based on the offer of basic monthly rate combined with the rate for 100 km extra and 10 hrs extra.

(II) **For vehicles to be hired on daily basic:-**

Bids/Quotations of eligible Agencies shall be considered for the purpose of evaluation based on the offer of basic daily rate for each type of vehicle, combined with the rate for 100KM extra and 10 Hours extra for that type of vehicle.

(C) **General Conditions:**

- (i) The Agency will have to submit a list of vehicles/Cars segment wise indicating the make, Registration No. and model along with photocopies of registration certificate. The vehicle should be registered for use as Commercial vehicle in the name of the Agency or in the name of proprietor or in the name of partner(s) of the firm. (Self attested copy of partnership Deed or Article of Association or ownership certificate to be enclosed).
- (ii) The Agency submitting the quotation should have a valid **Permanent Account Number** issued by the Income Tax Department of the Government of India and a copy of the same is to be attached with the quotation documents.
- (iii) Agency submitting the quotation should have a valid **Service Tax registration Number** and should attach a copy of the same with the quotation.
- (iv) Agency submitting the quotation should submit an affidavit that he or his firm has not been black-listed by any of the organization / government department upto the date of submission of the quotation to RAILTEL.
- (v) In case the Agency is registered as partnership, a copy of the “Partnership Deed” will have to be attached along with tender documents/quotation. Any person who is in Govt.

service or is an employee of RCIL shall not be a partner to the agency. The word Agency includes Partnership Firm, Sole Proprietorship Firm, Registered Companies or any other Legal entity competent to enter into valid contract under law.

- (vi) The agency should provide **commercial vehicles only**. The prescribed rates are for hiring of vehicles with driver & fuel. No additional charges will be admissible except parking charges & toll tax, which will be as per actual. However, the State Entry Taxes or any other Tax levied by the Govt. as per rules, for entry/exit of vehicles in NCR/outside Delhi, shall be paid by RailTel Corporation on documentary evidence.
- (vii) Vehicles plying from Delhi/NCR on regular basis should have arrangements for payment of State Entry Tax, MCD Toll Tax etc., if applicable, on monthly / annual basis. However, if the vehicle for which monthly/annual Tax has been paid, is changed, for any reason, within the period of that month/year, the Tax liability on the new vehicle for the balance period, should be borne by the Agency/Contractor.
- (viii) The Rates must be unconditional. Incomplete or conditional quotations shall be rejected summarily. The agency submitting the quotations must sign each paper of the quotation.
- (ix) **In exigencies, the vehicle may be required to go beyond NCR.** As per clause 11 of the terms and conditions, in case of outstation journey **Rs.250/-** per night extra payment is admissible.
- (x) The rates in the quotation should be **in figures as well as in words. In case of any discrepancy in rates in figure and words, rates in words would be adopted. Alterations, if any, should be attested by the agency or its authorized signatory.**
- (xi) **The Drivers should have Mobile Phones, 7x24 hours in working condition. Drivers should also be in proper uniform and should have valid Commercial License/batch etc. to drive commercial vehicles.**
- (xii) RailTel reserves the right to reject all or any of the quotations, and also to accept more than one quotation.
- (xiii) The agreement shall be valid for a period of **Two years** from the date of issue of letter (LOA) engaging the firm by the RailTel which can also be extended on the same terms & conditions for one year or short-closed at the discretion of the RailTel on account of unsatisfactory services rendered by the firm.
- (xiv) The services upto $\pm 50\%$ of the number of vehicles may be obtained, if required. RailTel may empanel/allot the contract to more than one Agency, by splitting the whole contract.

(D) Earnest Money & Security Deposit:

- (i) The Agencies participating in the tender process shall enclose (with the tender documents/Bid) demand draft of value of Rs. 66,000 /-, as earnest Money deposit (EMD).

The demand draft should be in favour of “RailTel Corporation of India Limited” payable at New Delhi. In the event of the successful tenderer(s) refuses to accept the offer made by the RailTel, the EMD shall be forfeited. In other cases, the earnest money shall be returned without any interest thereon.

- (ii) The EMD of the successful Bidder may either be returned or converted as a part of the Security Deposit (SD) amounting 10% of the **annual value** of the contract, as detailed hereunder, as per the option of the successful Bidder-

(a) In case EMD is converted as a part of the Security Deposit, the successful Bidder has to pay the balance amount to make the total SD amount equal to 10% of the annual value of contract, through DD only, in favour of "RailTel Corporation of India Limited" payable at New Delhi.

Or,

(b) In case the total SD amount equal to 10% of the annual value of contract is furnished in form of 'Bank Guarantee'(BG), the EMD value shall be returned to the successful Bidder. The BG should be valid for three Months beyond contract period i.e. for 27 Months from the date of issue of LOA. In case the period of contract is extended beyond 2 years, the validity of the BG is required to be extended suitably.

- (iii) Tender not accompanied by Earnest Money will be summarily rejected.

(E) Submission of Tender:

- i) The completed sealed tender alongwith the required earnest money in the form of demand draft in favour of "RailTel Corporation of India Limited" payable at New Delhi will be accepted till **15.00 hrs.** on **26.05.2016** and will be opened **on the same date at 15.30 hrs.** In case, **26.05.2016** is declared holiday, the tender shall be opened on the next working day at **15.30 hrs.** The bid document will not be sent through post or courier. However, if tender is received through post or courier before the deadline, the same will be acceptable for opening at scheduled date/time of bid opening. The tenderers are welcome to attend the tender opening event.
- (ii) The Bid/Tender documents should be submitted in one sealed cover, super scribing **"Tender for Supply of Commercial Vehicle, NOT to be opened before 26.05.2016 "**. The sealed cover should be addressed to **General Manager (Project) RAILTEL, Regional office located at Block-III, 6th floor ,I.T.Park, Shastry Park. Delhi-110053. Each page of the tender documents shall be signed and stamped by the authorised signatory / proprietor of firm(s).**
- (iii) The envelope containing the quotation should bear the complete address of the agency very clearly so that in case the quotation is received later than the due date and time, the same could be returned to the agency without opening the same.
- (iv) RailTel Corporation shall not be responsible for any postal delay resulting in late receipt/ non-receipt of quotations.
- (v) Before submission the Tender document should be duly signed and stamped on each and every page by the authorized signatory.
3. The firm(s) shall irrevocably consent to the sole jurisdiction of the Courts of Delhi in connection with any action(s) or proceedings arising out of or in relation to this contract.

4. **Force majeure**

Force majeure shall mean-

- War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection or military or usurped power, or civil war.
- Ionizing radiation or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the works.
- Loss or damage due to the use or occupation by the Employer of any section or part of the permanent works, except as may be provided for in the contract.
- Loss or damage due to the extent that it is due to the design of the works, other than any part of the design provided by the contractor or for which the contractor is responsible, and
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

6. **Settlement of Disputes**

6.1 **With private parties**

In case of any dispute concerning this order both the contractor and RailTel shall try to settle the same amicably mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. Arbitration shall be appointed by Managing Director, RailTel Corporation of India Limited.

6.2 **With CPSE/ Govt. Department/ Govt. Organisation**

- 6.2.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

7. **Governing Laws**

This contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

8. **Wages to labour**

The Agency shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 and latest amendment , if any.

9. **Provisions of Payments of Wages Act**

The Agency shall comply with the provisions of the Payment of Wages Act, 1936 and latest amendment, if any.

10. **Insurance**

The vehicle shall be comprehensively insured along with staff traveling with the vehicle and insurance policy of the vehicle made available by the owner of the vehicle made available by the owner of the vehicle as and when asked for.

11. **The Terms and Conditions** binding on the agency regarding operation / maintenance of vehicles /contract are enclosed as Annexure – A.

Documents to be attached by the agency with the tender /quotation.

(All documents should be Self Attested & Stamped)

(A) General credentials:

- i) Credentials of the agency like profile, office address, date of incorporation, coverage of business, experience in car rental business etc.
- ii) Copy of the Permanent Accounts Number
- iii) Copy of Service Tax Registration
- iv) Affidavit by the agency that it has not been blacklisted by any Government department or other PSU/Organisation till the date of submission of Bid.
- v) A copy of the “Partnership Deed”, Certificate of Registration of Company etc. whichever is applicable in the case of the intending bidder.
- vi) Demand Draft for earnest money deposit.

(B) Technical Credentials

- i) Tender document in original duly signed and stamped on each and every page by the authorized signatory.
- ii) Acceptance of the terms and conditions for operation/maintenance of vehicles.
- iii) Copy of contracts for hiring of vehicles, received in the last 3 FY (2013-14, 2014-15 & 2015-16) & current financial year alongwith successful completion certificate from the customer [refer eligibility condition].
- iv) List of Vehicles/cars proposed to be deployed for providing services to RailTel, along with copy of RCs and Permits insurance & PUC available with the agency .

The terms and conditions mentioned in paras Two (2) to Eleven (11) above are acceptable to me / us and shall be binding on me / us.

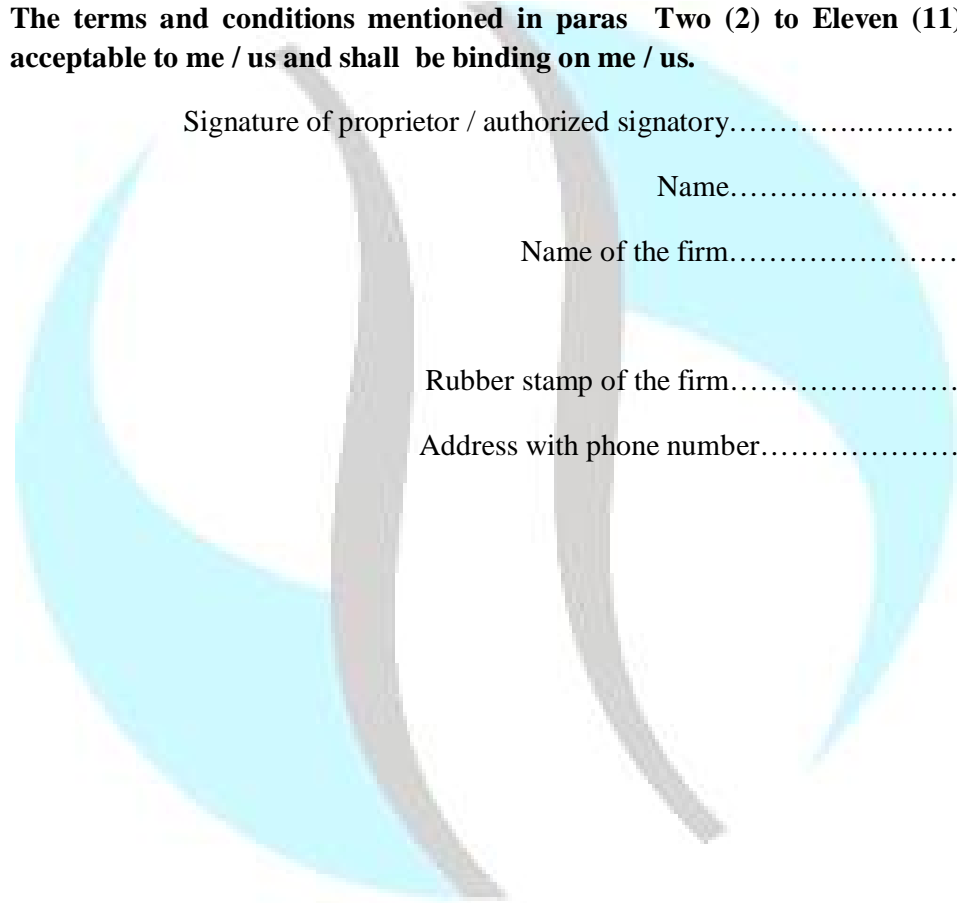
Signature of proprietor / authorized signatory.....

Name.....

Name of the firm.....

Rubber stamp of the firm.....

Address with phone number.....



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Chapter IV

FORMS OF TENDER

FORMS OF TENDER

- Form No. 1** : Agreement
- Form No. 2** : Guarantee bond for Security Deposit



AGREEMENT

Form 1

(On Stamp Paper of Rs 100.0)

(CA No.)

This AGREEMENT is made at New Delhi on this ___day of_____ two thousand and by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Regional Office located at Block-III, 6th floor ,I.T.Park, Shastri Park, Delhi-110053, acting in the premises through RGM/Northern Region (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And _____having its registered office at ----- acting in the premises through..... (hereafter referred to as "Contractor", which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for Tender by RailTel for the work of "....." for RailTel Corporation of India Limited as per tender papers at Annexure 'A' read with Corrigendum..... issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure 'B' hereto

AND WHEREAS the said Tender of the Contractor has been accepted for the work of "....." for RailTel Corporation of India Limited as per copy of Letter of Acceptance of Tender No. _____dated_____complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs._____(Rupees _____ Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

N WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri _____ for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of :

1. Signatures

Date

Name in Block Capitals

Address:

2. Signatures

Date

Name in Block Capitals

Address:

Signed and delivered by Shri. _____ for and on behalf of

The contract within named in the presence of :

1. Signatures

Date

Name in Block Capitals

Address:

2. Signature

Date

Name in Block Capitals

Address:

Annexure "A" : Tender Paper no. With corrigendum

Annexure "B" : Firm's offer,

Annexure "c" : Letter of acceptance No. with all enclosures.

Annexure "D" : copy of contract performance guarantee

Form No. 2

CONTRACT PERFORMANCE GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, Northern Region, 6th floor, Block III, Delhi IT Park, Shastri Park, Delhi-110 053 (Herein after called the RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated made between RailTel Corporation of India Limited 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.

We,(name of 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 as 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.only.

We,(name of 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 thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We,(name of 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.

We,.....(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 or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not 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)/ Supplier(s).

We (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 theday of 2016

for

(indicate the name of the Bank)

Witness

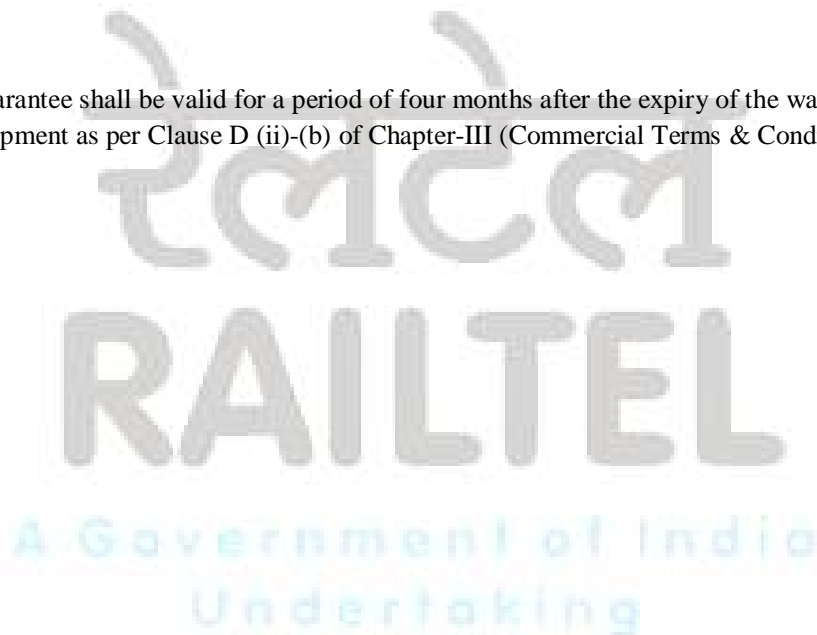
Signature

Name

Signature

Name

NOTE: The Guarantee shall be valid for a period of four months after the expiry of the warranty period of the equipment as per Clause D (ii)-(b) of Chapter-III (Commercial Terms & Conditions).



Chapter V

Special Terms and Conditions

ANNEXURE-A

TERMS & CONDITIONS OF THE CONTRACT FOR SUPPLY OF VEHICLE ON MONTHLY PACKAGE / DAILY RATES BASIS TO RAILTEL

1. The contracting agency shall provide only **Commercial Vehicles**.
 - 1.1 The agency shall at all times be fully responsible and accountable for any illegality arising out of any violation of rules relating to commercial vehicles at any time during the period of the contract. Even in cases where the agency resorts to sub-contracting of vehicles, it is its own duty to ensure that only registered commercial vehicles are provided without prejudice to the fact that the responsibility and accountabilities of such sub contracting rest with the agency itself and in no way, RailTel shall be held liable to undertake any kind of responsibility in any manner. It is the agency who shall keep RailTel indemnified from all losses, claims, or outgoings whatsoever if any on account of any default committed or cause to have been committed at any time by the agency or its sub-contractor(s) in providing the vehicles to RailTel under the contract.
 - 1.2 The Antecedents of driver provided with the vehicles should be thoroughly checked by the Agency and should verify authenticity of the Identity indicated in the Driving license/badge.
2. The prescribed rates are only for hiring of vehicles with driver. In addition, RailTel will pay parking charges, toll tax, state entry tax (wherever applicable) or any tax levied by government as per rules, on actual basis. Wherever payment of tax (like toll tax, state entry tax etc.) on monthly basis is economical, the agency should arrange for monthly payment of such taxes.
3. **The vehicles provided by the Agency should not be more than 3 (three) years old at any point of time during the currency of the contract.**

The Agency shall submit relevant documents to ascertain the age of the vehicle and other terms & conditions of the contract.
4. The vehicle must be mechanically sound and decently maintained with neat and clean seat covers. The agency shall be responsible for complete maintenance of the vehicles provided by it at its own cost and provide his own staff / manpower for this purpose
5. The vehicles provided by the agency may be required to report in NCT/NCR areas **like Delhi, NOIDA, Greater Noida, Gaziabad, Gurgaon & Faridabad, etc.** Vehicle provided should be fit to ply in these areas as per the rules / regulations / Acts prevailing in these areas. The officer may take the vehicle to places beyond NCR as and when required for which an extra payment of Rs.250/- per night is admissible.

6. The Agencies shall provide prompt, punctual, efficient, safe, courteous and quality services on fixed monthly basis and on day to day basis for its offices and officials round the year including on Sundays and on Declared closed Holidays for RailTel, if required. In case the vehicle is used on Sunday/ Declared closed Holidays the extra charges for that day will be paid as under:-

Extra charge for the day = Monthly rate for 2500 KM/ 30 (days).

7. The driver must be well-mannered, well acquainted with Delhi and NCR area and should attend the duty on time in proper and clean uniform with name badge and with valid driving license. RailTel Corporation of India Ltd. (hereinafter referred to as RCIL) has the right to ask the agency for removal of the driver of a vehicle who is not found competent, orderly or disciplined. **The Driver of the vehicle may be required to carry officer's bag, laptop etc. from vehicle to the office.**

8. The agency should provide vehicle numbers as well as names, addresses and mobile phone numbers of the drivers deployed in RailTel, within one/two days from the date of acceptance of the contract.

9. The vehicle provided by the agency will be regularly inspected by the officers nominated for this purpose and in case of non-compliance of any of these terms & conditions penalty will be imposed as under:

SN.	Description	Penalty
(i)	If at any occasion, it is ascertained that vehicle is more than 3 years old at any point of time during currency of contract.	Older than this – specification / model (year of registration): 1 Year older 10% 2 Year older 20% 3 Year older 30% 4 Year older 50% The said % of the payment will be deducted for that particular number of day(s). If no. of days in a month, when vehicle provided is not up to the specified model (year of registration) are more than 5 days no payment will be made for the entire month for that particular vehicle.
(ii)	If monthly vehicle is not sent on any day for whatever reason	Rs.1500/- will be imposed on daily basis and in addition, one day's cost on average (i.e. Monthly

		rate/30 days), will not be paid.
(iii)	Driver's Misbehavior such as abusing, physical intimidation or similar with the user or under the influence of any intoxicant.	Rs.1000/- on 1st instance Rs.5000/- on 2nd instance Replacement of Driver on 3rd Instance
(iv)	Excess claim of mileage	Rs.1000/- on 1st instance Rs.5000/- on 2nd instance Termination of vehicle on 3rd Instance
(v)	Meter tampering resulting in fast meter	Rs.10000/- on 1st Instance Termination of contract on 2nd instance
(vi)	Any other deficiencies found in Hired Car/Hired Car Services	Rs.500/- will be imposed on daily basis for each vehicle found deficient.
(vii)	In the event of non-satisfaction of the user, either because of driver or because of vehicle, as the case may be, the same needs to be changed within three days. Failing which order of the vehicle for that particular user will be withdrawn from that agency and will be given to other agency.	

10. The kilometrage for the purpose "vehicle run" shall reckon from residence to residence. The starting and closing Kilometer, accordingly, must be recorded clearly in the logbook and signed by the user daily. From garage to residence and residence to garage (both ways) maximum of 12 kilometer extra will be permissible (six kilometers each way)

11. For Monthly package requirement, the vehicle is required for **2500 k.m.** per month with aggregated duty of **312 hrs per month**. For vehicles required on Daily basis, the vehicle is required for **100 k.m. per day** with aggregated duty of **12 hrs or beyond per day**. **The Vehicle may be required for all the 7 days in a week, including holidays in the case of vehicle on monthly basis.**

12. No mileage will be allowed for the drivers to take lunch / breakfast /dinner/ filling fuel.

13. Only those CNG driven vehicles which have been registered with the appropriate Motor Transport Authority for driving on such fuel will be accepted.

14. The air-conditioning system of the vehicles should be in good working condition.

15. Subject to the provisions under **Clause 34**, the rates quoted by the agencies shall not be revised or altered during the currency of the contract period/ extended contract period.

16. Reporting and relieving time as directed by the concerned officer should be strictly adhered to by the concerned driver.

17. Payment will be made on monthly basis. Bills for hiring of vehicles for any month shall be preferred in the first week of the following month to Asstt. General Manager (P&A) / RailTel or his representative or other authority specifically identified. **Along with the Bill for the first month the Agency should submit a copy of EPF registration. The bill should be got verified from user to ensure that the bill is according to log book.**

18. The user shall submit the signed Log Book for the entire month immediately after the end of the month. The drivers of the vehicles will maintain log book to be supplied by RailTel in respect of each car. Each page of the Log book should be indicated with the Registration Number of the Commercial vehicle. The log book should indicate "Starting Place and Time" and "Ending Place and Time" on daily basis and be got signed by the officer using the vehicle. The log book should be submitted to Manager/Admin. or his representative or other authority specifically identified, on demand.

19. The agency while claiming parking charges/toll charges etc. in addition to the monthly expenses, the receipts produced should bear the date of issue, amount and initial of the officer using the vehicle. **Parking charges / toll charges etc., duly certified by the user officer, should be entered in the log book also against the concerned date.**

20. The agency will ensure booking, supply and punctuality of the vehicles round the clock even at short notice. In case of non-supply of vehicle penalty will be imposed as per **clause 9** above.

21. In case, driver(s) engaged by the agency for driving the vehicles for RailTel do not report to work, the agency must ensure engagement of alternative driver(s)/vehicle(s) immediately to ensure continuity of service without any break.

22. Subject to the provisions contained in clause 3, in case of monthly packages, the agency will ensure that the vehicles and drivers are not changed frequently. A vehicle once engaged for one officer should not be changed other than in exceptional circumstances. Frequent changes of vehicle will also tantamount to unsatisfactory services.

23. In case of unsatisfactory service, kilometerages or in any other respect whatsoever, the decision of the RailTel will be final.

24. In case of breakdown of a vehicle or other such eventuality, alternative vehicle will be arranged by the agency immediately at its own cost.

25. Government taxes as applicable from time to time will be deducted at source by RailTel.

26. In case the agency desires to terminate the agreement, it should give one month's notice in advance.

27. The agency will be responsible for getting the **vehicle checked periodically for pollution at the authorized Pollution Checking Centre**. If any penalty is imposed on the vehicle for violation of prescribed vehicular pollution norms, the cost will be borne by the agency.

28. The agency shall indemnify RailTel against all damages /charges / expenses etc. for which RailTel may be held liable to pay on account of the negligence of the agency or its staff / driver or any other person under his control whether in respect of accident or injury to any person including

RailTel officials and/or his/her guests travelling in such vehicle, or damages to the property of any member of the public or any other public property in execution of the work or otherwise and against all claims or demands thereof. RailTel shall not be responsible financially or otherwise for any injury to the driver or any other person deployed by the agency during the course of performance of work.

29. The vehicle and the driver shall remain available all the time as per duty roster and shall not leave place of work without prior permission of the officer concerned. RailTel will not provide rest room or sitting room for drivers and will not allow to park the vehicles inside the office complex.

30. The agency will ensure that the tanks of all vehicles supplied to RailTel are fully filled up with fuel before these are sent for use

31. In case any officer desires, the agency shall provide roof carriers on vehicles.

32. In case of acceptance of quotations, the contract containing these terms and conditions will have to be signed and stamped by the proprietor/ partner /authorized signatory of the agency, as a token of their acceptance, failing which the offer shall be treated as non responsive and no further request in this regard shall be entertained and EMD shall be forfeited.

33. The agencies while claiming payment should furnish the bills indicating – The name of the Agency, The Registration number of the vehicle provided., the name of the official to whom the vehicle is provided along with a copy of the log book duly verified by the official. The log book should contain the vehicle run from residence to residence only.

34. The rates accepted by RailTel Corporation shall remain unchanged till the currency of the contract. In case, Government decides to increase/decrease the price of Petrol/Diesel/CNG, RailTel Corporation will increase/decrease rates depending upon the type of fuel being used as per the prescribed formula indicated below -

For increase / decrease in the petrol/diesel/CNG prices upto 10%, no change in prescribed rate will be allowed. In case the increase/decrease is beyond 10%, the rates shall be increased / decreased by $\frac{1}{4}^{\text{th}}$ of such percentage increase/decrease in the fuel price beyond 10%. For this purpose the 'Base Rate' will be rate prevailing on the date of issue of LOA.

For example if fuel price is increased by 12% in relation to the price on the date of acceptance of the contract and the prescribed rate is Rs.20,000/- then the prescribed rate may be increased by $\text{Rs.}20000 \times 2\%$ (i.e. $12\%-10\%$) $\times \frac{1}{4} = \text{Rs.}(20000 \times 0.02 \times 0.25)$ i.e. Rs.100/-.

For this purpose, firms are required to furnish list of petrol/diesel/CNG driven vehicles supplied by them on monthly basis. This statement must indicate petrol/diesel/CNG vehicles separately and must be furnished to RailTel Corporation along with their monthly bills. In the absence of this declaration, no increase will be permissible.

35. All applicable laws, ordinances, statutes, rules, regulations, order or decrees in effect, issued by Government of India, State Government, local Municipal and other legal governing bodies, at the time of the currency of the contract shall apply to car rental agency and its employees and representatives.

The terms and conditions mentioned in paras 1 to 35 above are acceptable to me / us and shall be binding on me / us in all circumstances.

Signature of proprietor / authorized signatory.....

Name.....

Name of the firm.....

Rubber stamp of the firm.....

Address with phone number.....

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RAILTEL

A Government of India
Underfaking

CHECK LISTS OF DOCUMENT SUBMISSION

S.No.	Documents to be submitted	Submitted	Not submitted	Remarks
1	Copy of Registration of the Agency			
2	Agency profile			
	Proof of experience in car rental business			
3	Copy of PAN/TAN Card			
4	Copy of Service Tax Registration			
5	Affidavit / Certificate stating that the firm / agency is not black listed by any Government department or no criminal case is registered against the firm / agency or its owner / partners anywhere in India.			
6	Details of Cost of tender document			
7	Details of EMD			
8	Copy of contracts for car rental received from other organizations during the last 3 years.			
9	Copies of relevant contracts/ agreements showing that the Agency satisfactorily provided at least 06 Mid-segment Vehicles to Govt. or other organisations, on monthly hiring basis, each car at least for one year, during the last 3 FY (2013-14 , 2014-15 & 2015-16) & current financial year.			
10	Copies of relevant contracts/ agreements showing that the Agency satisfactorily provided at least 02 Vehicles in a single year during the last 3 FY (2013-14, 2014-15 & 2015-16) & current financial year.			
11	The Agency shall submit relevant documents to ascertain the age of vehicle and other terms & conditions of the contract.			

Signature of Bidder Seal of Establishment

Full Name of Bidder with address & Date

- END -