



RAILTEL CORPORATION OF INDIA LIMITED
6th Floor, Block III, Delhi IT Park
Shastri Park, Delhi – 110053

TENDER DOCUMENT

Tender No: : RailTel/Tender/OT/NR/LKO/Vehicle-Varanasi/16-17/8 Dt 17.10.16

Name of Work:

“Hiring of one Tata Sumo/Bolero/Xylo/Chevrolet Enjoy or similar vehicle with commercial registration for Maintenance of optical fiber cable in the section ALD BOY-BSB-MGS; BSB-Handia & LMCs at BSB, BOY and Madho Singh of RailTel, having (06+01) or higher seating capacity along with fuel and driver for (7*24) Hrs and 2500 KM per month for a period of two years extendable by one more year on the same terms & conditions”



RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi – 110053

Tel: +91(11)22185933/34

OPEN TENDER NOTICE

Tender No: : RailTel/Tender/OT/NR/LKO/Vehicle-Varanasi/16-17/8 Dt 17.10.16

RailTel Corporation of India Ltd., Northern Region, New Delhi invites sealed tenders from established & reputed contractors/agencies with proven experience for "Hiring of one Tata Sumo/Bolero/Xylo/Chevrolet Enjoy or similar vehicle with commercial registration for Maintenance of optical fiber cable in the section **BOY-BSB-MGS; BSB-Handia & LMCs at BSB, BOY and Madho Singh** of RailTel, having (06+01) or higher seating capacity along with fuel and driver for (7*24) Hrs and 2500 KM per month for a period of two years extendable by one more year on the same terms & conditions"

S.No	Section	HQ	Appx. Cost Rs.	EMD cost Rs.	Tender no
1	BOY-BSB-MGS; BSB-Handia & LMCs at BSB, BOY and Madho Singh	Varanasi	8,53,560	17,100	16-17/8

a)	Sale of Tender Documents.	From 21.10.16
b)	Closing of sale of Tender Documents	Date 24.11.16 at 17:00 hrs
c)	Submission of tender documents.	Date 25.11.16 Up to 15.00 hrs.
d)	Opening of tender documents.	Date 25.11.16 at 15.30 hrs.
e)	Earnest Money (EMD): Rs 17,100/- (2% of tender value) payable by Bank Draft in favor of RailTel Corporation of India Limited. , Payable at New Delhi	
f)	Cost of Tender Document: Rs. 5656/- (Rupees Five thousand Six hundred & Fifty six only) inclusive of VAT & surcharges as applicable (Rs.500/- extra if required by post) payable by Bank Draft in favor of RailTel Corporation of India Limited Payable at New Delhi from any scheduled bank(Non-Refundable).	
g)	The rates are inclusive of taxes, However all the taxes charged by the bidder shall be shown separately .The tenderer has to submit the breakup of all taxes at the time of submission of their "on account bills" also. The tenderer has also to submit their TIN No., PAN No. & Service Tax No. at the time of submissions of their "on account bills. In addition to it, the contractor should submit copy of WCT registration certificate for the states wherever applicable	

Note: exemption from submission of cost of tender & EMD will be given as per extant rules of Govt. of India

Eligibility Criteria:

Tenderer should have satisfactorily provided one commercial vehicle on hire basis to Central Government/State Government/Central PSU organization/Telecom Service Providers for a continuation period of 12 months, during the last three FY (2013-14, 2014-15 & 2015-16) & current financial year.

For detailed qualifying criteria, please refer Para 5 to 5.2 of preamble of tender document.

Cost of Tender Document shall be paid in the form of Demand Draft drawn in favour of **RailTel Corporation of India Limited, Payable at New Delhi** from any scheduled bank. Tender document can be purchased from the Office of The Executive Director (Northern Region), RailTel Corporation of India, New Delhi, on any working day or can be downloaded from the web site www.railtelindia.com. Documents downloaded from web site shall accompany the payment for the cost of the document in the form of D.D as mentioned at clause “f” above during the submission of Tender document. Documents received without the cost of tender will summarily be rejected **The tender document should be sealed in a cover duly superscripted tender No., and name of the work** and shall be dropped in the Box kept in the office of Executive Director (Northern Region), RailTel, 6th floor, 3rd-Block, Delhi IT Park, Shastri Park, New Delhi-110053, as mentioned at clause “d” above.

RailTel is not responsible for delay or loss in transit. The tenderer may be present at the time of opening of tenders, if they desire. The tender offers are deemed to be valid for acceptance for a period of 90 days from the date of opening of the tender. Late/delayed/ incomplete tenders and tenders without/with insufficient EMD will be summarily rejected.

Tender Notice and Tender Document are also available at our website www.railtelindia.com

Sd/-
General Manager/Operations
RailTel Corporation of India Limited, New Delhi

Section I
Chapter I

Preamble

Tender No: : RailTel/Tender/OT/NR/LKO/Vehicle-Varanasi/16-17/8 Dt 17.10.16

1. **Name & scope of work:** "Hiring of one Tata Sumo/Bolero/Xylo/Chevrolet Enjoy or similar vehicle with commercial registration for Maintenance of optical fiber cable in the section **BOY-BSB-MGS; BSB-Handia & LMCs at BSB, BOY and Madho Singh** of RailTel, having (06+01) or higher seating capacity along with fuel and driver for (7*24) Hrs and 2500 KM per month for a period of two years extendable by one more year on the same terms & conditions"
 - a. Provision of Vehicle with Driver. (including fuel & accessories)
 - b. Carrying of man & material requires for OFC maintenance.
 - c. The vehicle provided for hiring should be capable of carrying the material for OFC Maintenance i.e. Splicing Machine, OTDR, Portable Genset, OFC cable, FHDPE Duct and splice closures etc.
2. **Tender Bid** The tender bid shall be submitted in **sealed covers** super scribed with Tender No and addressed to Executive Director (Northern Region), RailTel Corporation of India Ltd, 6th floor, 3rd-Block, Delhi IT Park, Shastri Park, New Delhi 110053.
3. **Tender offers:** The Tenderers are required to quote **rate** in figures and words as indicated in the schedule. If there is any discrepancy in the quoted rates both in figures and words, the rates quoted in words will be taken as final.
4. **Cost of Tender Book: Rs.5656/-** (inclusive of **VAT** & surcharges as applicable) (Rs.500/- extra if required by post) towards cost of tender book to be submitted in form of Demand Draft from any scheduled bank in favor of RailTel Corporation of India Ltd. payable at New Delhi. Tender offers submitted without cost of tender will be summarily rejected. This is non-refundable. **exemption from submission of cost of tender will be given as per extant rules of Govt. of India**
5. **ELIGIBILITY CRITERIA:**
 - 5.1 **Technical Capability:**

Tenderer should have satisfactorily provided one commercial vehicle on hire basis to Central Government/State Government/Central PSU organization/Telecom Service Providers for a continuation period of 12 months, during the last three FY (2013-14, 2014-15 & 2015-16) & current financial year.

 - (i) Work physically completed (leasing of vehicle) within the qualifying period,i.e the last 3 financial year and current financial year(even though the work might have commenced before qualifying period)shall be considered in evaluating the eligibility criteria.
 - (ii) The total value of work completed(leasing of vehicle) during the qualifying period and not the payment received within qualifying period alone, shall be considered.

Copies of relevant contracts/agreements and user certificate should be enclosed.

5.2 Financial Capability:

- a) The total contract amount received by the tenderer during the last three financial years as per current ITCC/Audited balance sheet/turnover certificate should be a minimum of 150% of applied Tender Value of work
- b) The tenderer should produce:
 - (i) Copy of latest Income Tax returns
 - (ii) Audited Balance Sheet and Income statement of all the Preceding three financial years.

5.3 In case the tenderer wants to quote for multiple sections, the financial and technical criteria given above will have to be separately meet for each section being quoted.

6. Currency of the Contract:

The currency of the contract shall be two years from the date of issue of LOA extendable by further period of 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.

7. The tenderer shall produce along with tender paper the documentary support for their experience. The tenderer also state the 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 Tenderers, who do not comply with these conditions, will be rejected
8. 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.
9. 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.
10. **EMD:** Amount shown below as earnest money should be deposited in favor of RailTel Corporation of India Ltd payable at New Delhi, in the form of Demand Draft on any Scheduled Bank.

S no	Section	EMD in Rs.	Tender No
1	BOY-BSB-MGS; BSB-Handia & LMCs at BSB, BOY and Madho Singh	17,100	16-17/8

- a. 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 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. **Exemption from submission of EMD will be given as per extant rules of Govt. of India**

- 10.1 The Tenderers shall hold the offer open till such date as specified in Para/clause 13 below. It being understood that the tender documents have been sold/issued to the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not rescile from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. If the

tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the RailTel.

10.2 The earnest money may be forfeited:

- 10.2.1 If a tenderer withdraws its tender during the period of tenders validity specified below in Clause 13.
- 10.2.2 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.
- 10.2.3 To furnish performance guarantee in accordance terms and conditions of tender.
- 10.2.4 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 adjusted towards part Security Deposit for due fulfillment of contract. **All the Tenderers are request to submit RTGS form as per tender document since EMD etc will be released through RTGS only**
- 10.2.5 Any tender not accompanied by Earnest Money in the approved forms as mentioned in para 10 above will be **summarily rejected**

11. The offer of Tenderers, who do not comply with the above conditions i.e. eligibility criteria, cost of tender & EMD etc, will be rejected

12. The quoted rate in the schedule should be inclusive of all taxes, 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.
13. **The tenderer shall keep the offer open for a minimum period of Ninty days from the date of opening of the tender within which period the tenderer cannot with draw his offer. Any contravention of this condition will make tenderer liable for forfeiture of his earnest money deposit**
14. 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.
15. 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. Otherwise, the offer will be deemed to be summarily rejected

16. 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.

17. 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.

18. In all matters, decision of Executive Director (Northern Region), RailTel Corporation of India Ltd, New Delhi, will be final.

पञ्जीकृत
RAILTEL

TENDERER DATA SHEET
For

Hiring of one Tata Sumo/Bolero/Xylo/Chevrolet Enjoy or similar vehicle with commercial registration for Maintenance of optical fiber cable in the section **BOY-BSB-MGS; BSB-Handia & LMCs at BSB, BOY and Madho Singh** of RailTel, having (06+01) or higher seating capacity along with fuel and driver for (7*24) Hrs and 2500 KM per month for a period of two years extendable by one more year on the same terms & conditions

(Tender No: : RailTel/Tender/OT/NR/LKO/Vehicle-Varanasi/16-17/8 Dt 17.10.16.)

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	Tender bids: Whether Downloaded: Yes/ No (No changes/ additions/ deletions/ alterations to the tender document are permitted under any circumstances)	

Cost of Tender document in the form of DD (Rs _____, payable to RailTel Corporation of India Ltd, New Delhi): DD No: _____ Date: _____

Please state and enclose the documents to support the Eligibility criteria

Signature of Tenderer with Seal

Technical Capability:

S. no	Conditions	Enclosed (Yes/No)	Page No
1	Tenderer should have satisfactorily provided one commercial vehicle on hire basis to Central Government/State Government/Central PSU organization/Telecom Service Providers for a continuation period of 12 months, during the last three FY (2013-14, 2014-15 & 2015-16) & current financial year. (i) Work physically completed (leasing of vehicle) within the qualifying period, i.e. the last 3 financial year and current financial year (even though the work might have commenced before qualifying period) shall be considered in evaluating the eligibility criteria. (ii) The total value of work completed (leasing of vehicle) during the qualifying period and not the payment received within qualifying period alone, shall be considered.		

Financial capability

S. no	Conditions	Enclosed (Yes/No)	Page No												
1	The total contract amount received by the tenderer during the last three financial years including current financial year as per current ITCC/Audited balance sheet should be a minimum of 150% of applied Tender Value of work. Please indicate the Annual Turnover for the last preceding three years duly enclosing the chartered Accountant /Auditor /Authorized certified documentary evidence: <table><tr><th>Year</th><th>Annual Turnover</th><th>Documentary support at page</th></tr><tr><td>2015-16</td><td></td><td></td></tr><tr><td>2014-15</td><td></td><td></td></tr><tr><td>2013-14</td><td></td><td></td></tr></table>	Year	Annual Turnover	Documentary support at page	2015-16			2014-15			2013-14				
Year	Annual Turnover	Documentary support at page													
2015-16															
2014-15															
2013-14															
2	The tenderer should produce copy of Latest Income Tax returns/PAN Number														
3	The tenderer should produce Audited Balance Sheet and Income statement of all the Preceding three financial years.														
4	The tenderer should produce Documentary support for Vehicle														
5	The tenderer should produce Documentary support for man power														
6	The tenderer should enclose EMD as per item 10 of preamble of Tender document														

Place

Date

(Signature of the Tenderer with seal)

**SECTION - II
CHAPTER-1**

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS

Tenders are invited on behalf of M/s. RailTel Corporation of India Limited, New Delhi-110053 from established and reliable contractors for Hiring of commercial Vehicle for Departmental OFC Maintenance Teams For RailTel Corporation of India Ltd, Northern Region.

1.1 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**".

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

2. INTERPRETATIONS

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

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

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

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

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

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

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

"MONTH" Means any consecutive period of thirty days.

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

"PURCHASER" Means M/S RailTel Corporation of India Limited, 6th floor, 3rd-Block, Delhi IT Park, Shastri Park, New Delhi-110053.

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

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

"CONSIGNEE" Means the person specified in the Acceptance of Tender to whom

Stores are to be delivered at the destination.

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

"RailTel" Means M/s. RailTel Corporation of India Limited, 6th floor, 3rd-Block, Delhi IT Park, Shastri Park, New Delhi-110053

"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, 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 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 (excluding service tax)

- 9. VALIDITY OF OFFER:** The tenderer shall keep the offer open for a minimum period of 90 (Ninety) 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.



**SECTION - II
CHAPTER-2**

Special Terms and Conditions

1. This vehicle is required for the official use of Departmental team **for Maintenance of optical fiber cable in BOY-BSB-MGS; BSB-Handia & LMCs at BSB, BOY and Madho Singh section of RailTel.** Although the vehicle will be based at **Varanasi** but it may have to go in other parts of Uttar Pradesh, Madhya Pradesh, Bihar etc. This vehicle is required for 24 hour services.
2. No additional charges/taxes in any form will be admissible except parking charges / Toll Tax which will be as per actual. This includes state entry of other states.
3. The vehicle offered shall be a commercial vehicle and not be more than 3 years old. Also firm shall be registered with concerned appropriate government authority having PAN no/TIN no. Firm shall provide proof of both while submitting the tender.
4. The vehicles must be mechanically sound and decently maintained with neat and clean loose seat covers.
5. The drivers must be well mannered, and attend the duty on time in proper and clean uniform with name badge and with valid driving license.
6. The vehicle being sent by the agency will be regularly inspected by the officers nominated for the purpose and in case of non-compliance of any of the conditions, a penalty up to Rs 500/- per case shall be imposed on the defaulting agency/firm.
7. The contract shall normally be valid for a period of **Two year** from the date of issue of acceptance letter of RailTel Corporation of India Limited which can also be extendable by one more year on the same terms & conditions..
8. No night charges will be paid.
9. The kilometreage for the purpose of vehicle-run shall reckon from Dept team HQ to Dept team HQ.
10. In cases wherever the car/Vehicle fitted with AC system are supplied, only ordinary charges will be paid, if the contract is for supply of Non-AC car/Vehicle.
11. The rates quoted by the tenderer shall not be revised or altered during the currency of the contract period.
12. Bills for hire of vehicle charges for any month shall be preferred in the first week of the following month to TM/Lucknow, RCIL or his representative.
13. The drivers of the vehicles will maintain log books which will be supplied by RailTel in respect of each vehicle. The log book should be signed by the officer travelling. The log book should be submitted to TM/Lucknow, RCIL or his representative on demand.
- 13.1 Bill passing officer is TM/Lucknow and Bill paying officer is DGM/Finance.
14. The company/agency will ensure punctuality; Supply of vehicles round the clock, with team HQ.
15. No mileage will be allowed for the drivers to take lunch or breakfast.
16. RailTel shall reserve the right to reject all or any of the offers, accept more than one offer or terminate the contract at any time during the currency of the contract without assigning any reason.
17. In the case of monthly package, the company/ agency will ensure that the vehicle and driver of the vehicle will not be changed frequently.
18. In case of unsatisfactory service, kilometreage or in any respect whatsoever, the decision of RailTel shall be final.
19. In case of breakdown of vehicle or other such eventuality alternative vehicle will be arranged by the contractor promptly at his own cost.
20. Govt. Taxes as applicable from time to time will be deducted at source by RailTel.
21. One vehicle once engaged for Dept team should not be changed other than in exceptional condition.
22. The driver of vehicle shall carry a mobile phone for receiving calls from RailTel officials. No payment shall be made by RailTel, however, on this account.

23. Contractor must obey and meet all the Government direction and guidelines as per law.
24. The following definitions shall apply for the purpose of this tender:-
(i) Day means a Calendar day starting from 00.00 hours to 24.00 hours.
(ii) Vehicle shall mean the vehicle specified as per Schedule. The vehicle shall be based at **HQ**.
25. The tenderer shall quote the monthly rate of hire of the vehicle. This rate shall be deemed to be inclusive of the following:-
- 25.1 All maintenance expenditure of the vehicle, i.e. major or minor repairs required for good running of the vehicles.
- 25.2 Rate shall include the cost of fuel for running of the vehicle upto the specified kms run per month. This includes lubricants and all consumables required. In case, the vehicle is required to run beyond the stipulated kms in a month, payment shall be made at rate quoted per km in Schedule of Rates Item No. 2 beyond the stipulated kms.
- Imp Note:** The rate quoted for is applicable for total distance of 2500 kms in a calendar month. However, the overall ceiling of 2500 kms per month is adjustable during the total period of the contract i.e., 12 months. In case, the total distance covered in the particular month is less than 2500 kms the same will be adjusted in subsequent months. The additional fixed rate per extra Km running in a month is only after adjusting any previous less running Kms. for example, if vehicle used for 2400Km in Nov'16 and 2800Km in Dec'16 then extra amount as mentioned above for Dec'16 will be paid only after adjusting the 100Km less used in Nov'16 i.e. additional amount for 200Km only.
- 25.3 Rate shall include the driver's salary, all types of payable taxes.
- 25.4 Any other charges required for of this contract.
26. In kilometre calculation for the purpose of "**vehicle run**" shall reckon from garage (Team HQ) to garage (Team HQ). Normally the place of reporting shall be RailTel Departmental Team for **BOY-BSB-MGS; BSB-Handia & LMCs at BSB, BOY-BSB-MGS; BSB-Handia & LMCs at BSB, BOY and Madho Singh BOY and Madho Singh** section at **Varanasi** Office or the residence of the team. The count of duty hours and kms is start when vehicle are outgoing from HQ and closed at returning of vehicle in HQ.
- 26.1 The contractor shall ensure that the vehicle is made available every time to the officer-in-charge, failing which penalty shall be imposed at the rate of Rs 1000.00 per day.
- 26.2 In addition to the Clause 26.1 above, for non-provisioning of vehicle, the per-day basis charges shall not be paid as per schedule rate.
- 26.3 In case the contractor fails to supply the vehicle on demand, RailTel reserve the right to hire the vehicle from other agency. In such case, the extra amount paid for hiring of the vehicle from other agency will be deducted from the contractor's bill in addition to as per clause 26.1 & 26.2 above.
- 26.4 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/-.

27. The tenderer shall be required to submit all papers, certificate (i.e., Registration Certificate, fitness certificate and insurance policy, etc.) of the vehicle for verification by this office.
28. In case the vehicle offered for hiring is not owned by the tenderer, a copy of notarized lease/hire agreement between the owner of the car and the tenderer shall be enclosed with the tender.
29. In case the tenderer wishes to purchase a new vehicle or intends to hire a new vehicle for RailTel, if their offer is accepted, they have to submit an undertaking stating that the vehicle will be purchased and given to RailTel on hire within 30 days from the date of issue of Letter of Acceptance. If the tenderer does not comply the undertaking after awarding of work, railTel will forfeit the EMD. If the tenderer complies with the above condition, EMD will be released within a reasonable time from date of deployment of the vehicle. During the intervening period between time of award of contract and provision of new vehicle on hire, the contractor shall provide an alternate vehicle.
30. No frequent change of driver will be allowed. The contractor shall be liable to be fined up to sum of Rs 500/- at the sole discretion of the administration for every change of third driver without permission of officer concerned. However, in case of any misbehavior by the vehicle driver or any negligence in duties/driving the vehicle, RailTel reserves the right to ask for the change of the driver and/or levy the penalty under Clause 6 above.
31. **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.
32. **Settlement of Disputes**
 - 32.1 **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 of any amendment thereof. Place of arbitration shall be New Delhi. Arbitration shall be appointed by CMD, RailTel Corporation of India Limited.

32.2 With CPSE/ Govt. Department/ Govt. Organisation

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.

33. 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.

34. 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.

35. 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.

36.. 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.

37. Performance Guarantee in the form of Bank Demand Draft

The contractor is required to submit a Performance Guarantee, in the form of Account payee Bank draft in favour **“RailTel Corporation of India Ltd.” Payable at New Delhi** within 07 days of issue of Purchase Order / Letter of Acceptance for 10% of the value of the order and valid for a period of 4 months beyond delivery period towards satisfactory performance of contract. The Performance Guarantee shall be returned after successful completion of contractual obligation and acceptance of material duly accepted by consignee. The Performance Guarantee will be forfeited if the contract is terminated by the Purchaser on account of Contractor's default.

37A. Agreement

The successful Tenderer shall within 15 days after award of contract be bound to execute an agreement based on accepted rates and condition in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and schedule of prices referred to therein completed (form Section-II chapter VI).

Chapter-III
OFFER LETTER

To
Executive Director,
6th floor, 3rd-Block,
Delhi IT Park, Shastri Park,
New Delhi-110053.

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 **90 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 2 at the rates quoted in the attached schedule and hereby bind myself/ourselves. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs. _____ as an Account Payee Demand Draft No. _____ dt. _____ issued by _____ in favor of **RailTel Corporation India Ltd. New Delhi** 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 to that effect.

SIGNATURE OF TENDERER (S) with Seal

Date:

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

1.

2.

CHAPTER-IV

SCHEDULE OF RATES

Tender No: : RailTel/Tender/OT/NR/LKO/Vehicle-Varanasi /16-17/8 Dt 17.10.16
(For departmental Team at **Varanasi**)

Sr.No.	Description	Unit	Rate (in Rs.)	Period/ Qty	Amount (In Rs)
1	"Hiring of one Tata Sumo / Bolero /Xylo /Chevrolet Enjoy or similar vehicle with commercial registration for Maintenance of optical fiber cable in the section BOY-BSB-MGS; BSB-Handia & LMCs at BSB, BOY and Madho Singh of RailTel, having (06+01) or higher seating capacity along with fuel and driver for (7*24)) Hrs and 2500 KM per month for a period of two years extendable by one more year on the same terms & conditions"	Per month per vehicle		24	
2	Extra running charges of vehicle per KM local as well as out side jurisdiction / month (over 2500 km per month)	Per km per vehicle			

Total Amount (in words): _____Rupees

Note: The Rates should be inclusive of all the taxes such as Service Tax, Etc
If any discrepancy in Rates in figures and words, rates in words shall be taken as final

Signature of Tenderer with Seal

Chapter-V

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
6th floor, 3rd-Block, Delhi IT Park,
Shastri Park, New Delhi 110053

Dear Sir,

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

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

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

12. Agency's Telephone & Mobile no.

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

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

Encl: As above.

(Sign & Seal of the Vendor)

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

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

Chapter -VI

AGREEMENT

(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 & Corporate office at 6th Floor Delhi IT Park, Block-III, Shashtri Park, New Delhi-53, acting in the premises through ED/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:

END

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RAILTEL