



RailTel Corporation of India Ltd.

(A Government of India Enterprise, Ministry of Railways)

Eastern Region

3rd Floor, Chatterjee International Centre
33A, Jawaharlal Nehru Road,
Kolkata-700 071, West Bengal.

Tele: 033-44009999, 44041499; Fax: 033-4400990, 44041490
Website: www.railtelindia.com

Tender No:

RailTel/Tender/OT/ER/HQ/2016-17/984 Dt. 30.12.2016

NAME OF THE WORK

Providing Tata Indigo CS/Swift Dzire/Toyota ETIOS/Honda Amaze Car on Monthly Rental Basis for a period of two years for use of GM/Project/Guwahati, RailTel Corporation of India Ltd., Eastern Region.

Cost of Tender Document: (As per the Tender Notice)

Copy No.____ Issued to : _____

INDEX SHEET

Sl. No.	Chapter	Contents	Page
1.		Tender Notice	3
2.	Chapter - I	Offer Letter	4
3.	Chapter - II	Instructions to Tenderer & conditions of Tendering	5 - 12
4.	Chapter - III	Special Conditions of Contract	13 - 17
5.		Schedule of Work Guwahati	18
6.		Rate Sheet Guwahati	19
7.	Annexure – I	Form of Agreement	20 - 22
8.	Annexure - II	Contract Performance Guarantee	23, 24
9.	Annexure - III	Brief Details of Bidder	25
10.	Annexure – IV	Check list of Document Submission	26
11.	Annexure – V	VENDOR CREATION MASTER (MUST BE FILLED BY CONTRACTOR)	27

RailTel Corporation of India Ltd

(A Government of India Enterprise, Ministry of Railways)

3rd Floor, Chatterjee International Centre

33A, Jawaharlal Nehru Road, Kolkata-700 071, West Bengal

Tele: 033-44009999, 44041499; Fax: 033-4400990, 44041490

Website: www.railtelindia.com.

No. RailTel/Tender/OT/ER/HQ/2016 – 17/984 Dt.30.12.2016

Notice for Inviting Tender (Detailed)

RailTel Corporation of India Ltd. (RailTel), Eastern Region, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071 invites sealed separate Open Tender from the established travel agencies with proven experience for **“Providing Tata Indigo CS/Swift Dzire/Toyota ETIOS/Honda Amaze Car on Monthly Rental Basis for a period of two years for use of GM/Project/Guwahati, RailTel Corporation of India Ltd., Eastern Region.”**

a)	Sale of Tender Documents	From 06.01.2017
b)	Closing Date of sale of Tender Documents	27.01.2017 up to 17:00 hrs.
c)	Receipt of sealed Tender documents.	30.01.2017 up to 15:00 hrs.
d)	Opening of sealed Tender documents.	30.01.2017 at 15:30 hrs.
e)	Cost of Tender Document	Details given below
f)	Earnest Money Deposit	Details given below
g)	Estimated cost of the work	Details given below

SNo.	State/ State capital	Estimated cost of hiring of vehicles (quantity mentioned) for two years	Earnest Money Deposit	Cost of Tender Document *
1.	Guwahati	Rs. 8,22,564/-	Rs.16,500/-	Rs.2100/- (inclusive of taxes)
*	Rs. 500/- will be charged extra as tender cost for sending the document by post. RailTel will not responsible for any delay in processing by post.			
a)	The rates are all inclusive of taxes, excluding Service Tax but the tenderer has to submit the breakup of all taxes at the time of submission of their bills. PAN No., Service Tax No. at the time of submissions of their bills.			
b)	Payment will be made through RTGS on monthly basis by RailTel. Tenderer is required to submit their bank details i.e. Name of the bank, Branch, Account No., IFSC code etc. along with their offer.			

Fulfillment of eligibility criteria as mentioned in the tender document is a pre-requisite for consideration of the offer of the tenderer.

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

(S.Niogi)

**Addl. General Manager /Project-II
RailTel Corporation of India Ltd. Kolkata**

CHAPTER – 1

OFFER LETTER

From :

Date : _____

To

The Executive Director,
Eastern Region,
RailTel Corporation of India Ltd.,
3rd Floor, Chatterjee International Centre,
33A, Jawaharlal Nehru Road,
Kolkata – 700 071

Sub: Providing Tata Indigo CS/Swift Dzire/Toyota ETIOS/Honda Amaze Car on Monthly Rental Basis for a period of two years for use of GM/Project/ Guwahati, RailTel Corporation of India Ltd., Eastern Region.

Ref: Tender No. RailTel/Tender/OT/ER/HQ/2016-17/984 Dt. 30.12.2016

I/We _____ have read the various conditions detailed in the 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 of opening of the bid. In default thereof, the Earnest Money Deposit submitted by us may be forfeited by RailTel.

I/We offer to provide the car(s) on regular hiring basis at the rates quoted in the attached schedules and hereby bind myself/ourselves to provide the service for 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 work according to the Terms and Conditions laid down by RailTel for the present contract.

I/We hereby enclose **Earnest Money Deposit** as follows:

- (i) Rs. _____ in the form of D.D. No. _____ dated _____
issued by _____ (Bank) _____ Branch.

The various documents in support of our offer are attached and these are listed as enclosures to this letter below.

(Signature & Seal of the Tenderer)

Place :

Date :

- List of enclosures : (1) _____
(2) _____

CHAPTER – 2

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

Tender No. : RailTel/Tender/OT/ER/HQ/2016-17/984 Dt.30.12.2016

Sub: **Providing Tata Indigo CS/Swift Dzire/Toyota ETIOS/Honda Amaze Car on Monthly Rental Basis for a period of two years for use of GM/ Project/Guwahati, RailTel Corporation of India Ltd., Eastern Region.**

GENERAL INSTRUCTION:

RailTel Corporation of India Ltd., Eastern Region, Kolkata invites sealed Open Tender for the work of providing **Tata Indigo CS/Swift Dzire/Toyota ETIOS/Honda Amaze Car on Monthly Rental Basis for a period of two years for use of GM/ Project/Guwahati, RailTel Corporation of India Ltd., Eastern Region.**

- 1.2 Cost of Tender Document and EMD is to be submitted in the form of Demand Drafts from any nationalized or schedule banks in favour of “RailTel Corporation of India Ltd.” Payable at Kolkata.
- 1.3 Tender Document is also available on the official website i.e, www.railtelindia.com. In case the document is downloaded from website, cost of Tender Document shall be submitted in the form of Demand Draft along with the offer. Offers received without cost of Tender form and EMD will be summarily rejected. **Demand Drafts to be issued in favour of RailTel Corporation of India Limited, payable at Kolkata.**

2.0 SCOPE OF WORK IN BRIEF:

Contractor will be required to provide **Tata Indigo CS/Swift Dzire/Toyota ETIOS/Honda Amaze Car**, with commercial registration (Taxi), registered in January 2015 or later, in perfect condition with fuel & other consumables, maintenance, well behaved drivers, with valid driving license to RailTel Corporation of India Ltd. on hire basis.. The vehicle shall be registered for commercial use, shall strictly comply with pollution control, statutory regulations issued by State Transport Authority, Central Government etc. from time to time. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the agency. The scope of the work is illustrative and shall be read in conjunction with “Special Conditions of Contract”

3.0 SUBMISSION OF BIDS:

- 3.1 Tender has been invited under ‘single packet’ system. All bids shall be submitted “in sealed cover” which should be super scribed as Tender No. “RailTel/Tender/OT/ER/HQ/2016-17/984 Dt. 30.12.2016 for the work of “**Providing Tata Indigo CS/Swift Dzire/Toyota ETIOS/Honda Amaze Car on Monthly Rental Basis for a period of two years for use of GM/ Project/ Guwahati, RailTel Corporation of India Ltd., Eastern Region**” and must be sent to the address of the Executive Director, RailTel Corporation of India Ltd., 3rd Floor, Chatterjee International Centre, 33A, Jawaharlal Nehru Road, Kolkata – 700 071 and to be dropped in the Tender dropping box kept there in 3rd floor of office premises.
- 3.2 Tenderer is required to submit his/her offer before the due date and time of opening. Tenders received after the stipulated date and time shall be summarily rejected.
- 3.3 Tenders shall be submitted in a sealed envelope. The envelope will bear Tender number, its description, name of tenderer, date of opening etc.

- 3.4 The envelope should be addressed to the Executive Director, RailTel Corporation of India Ltd., Eastern Region, Chatterjee International Centre, 3rd Floor, 33A, Jawaharlal Nehru Road, Kolkata 700071.
- 3.5 Tenderers shall also endorse in their offer that they accept all the terms and conditions stipulated in this tender by RailTel and have not offered any counter clause.
- 3.6 The offer will consist of copy of schedule of works with prices quoted in the required space. The Tenderer must append his signature (under his seal) on every page of this Tender Booklet in token of his acceptance of all the terms and conditions of the Tender. Bid document shall be accompanied by Earnest Money in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the tender.
- 3.7 All bids shall be submitted in accordance with the instruction contained in these documents (hereinafter called as bid documents). Non –compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- 3.8 Issuance of bid documents will not automatically means that such parties are considered qualified. RailTel is not responsible for loss/delay of any tender in transit.

4.0 Qualification Requirements for Bidders:

- 4.1 Tenderer should have successfully provided at least 1 (One) vehicle to Govt/Semi Govt departments/PSU's/ Any other public institution or body/Registered NGO's or in large/medium scale enterprises either on regular or day-to- day hiring basis with valid documentary proof for 1 year in the last 3 (Three) Years ; current year and last 3 previous financial year
- 4.2 The Tenderer(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the Tender. It is understood that the tender documents has been sold/issued to the tenderer(s) and the tenderer(s), is/are permitted to tender in consideration of the stipulation on his/their part that after submitting his/their tender subject to the period being extended further if required by mutual agreement from time to time, he/she will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the RailTel.
- 4.3 If the tender is accepted, the amount of Earnest Money will be retained and adjusted towards Security Deposit for the due and faithful fulfillment of the contract. This amount so adjusted towards Security Deposit shall be forfeited if the tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by RailTel that such documents are ready or to commence the work within 15 days after receipt of the letter of acceptance to that effect.

4.4 Price Basis, Currencies & Language of Bid

The bidder shall quote rates only in the Rate Sheet which is a part of this document. Rates shall include all the cost of vehicle, fuel, lubricants, maintenance, driver and his salary/overtime etc. insurances & all tax liabilities etc except passenger tax, services tax, toll tax & parking which will be paid extra (reimbursed) after production of documents in proof thereof of having submitted the same. All other taxes as levied by Central Govt. /State Govt./local bodies, as applicable at the time of the opening of the tender shall be accounted for in the rates.

- 4.5 The bidder shall quote rates in percentage below/above as required in the Rate Sheet, for the entire scope of work. Bids based on a system of pricing other than that specified are liable to be rejected. The bid price shall be in Indian rupees only.
- 4.6 Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.

- 4.7 All information in the bid shall be in Hindi or English only. Failure to comply with these requirements will render the bid liable for rejection.
- 4.8 **Check – List**
The bidders are requested to duly fill in the checklist as per Annexure-IV. The checklist is only a reminder of certain important items, to facilitate the tender. This, however, does not relieve the bidder of its responsibility to make sure that his/her proposal is otherwise complete in all respects.
- 4.9 Sealed tender envelope, duly super-scribed as mentioned above, can also be sent by Registered Post with acknowledgement due, to the above mentioned office, but tenders which are received after the time and date specified above shall not be considered and shall be rejected. RailTel shall accept no responsibility if tenders sent by post/courier service are not received within the stipulated date and time.
- 4.10 As far as possible, tenderer's bid should not have any condition or specification or assumption contrary to the provisions of this tender document on which the tenderer's bid is supposed to be based. Tenderer's special conditions, not in conformity with tender conditions, are required to be listed separately with details of exact financial implications, if any. However, RailTel will not take cognizance of such conditions/variations/deviations & the offer submitted by tenderer shall be evaluated on the basis of terms & conditions given in this tender. It needs to be emphasized that only those conditions/stipulations, which are at variance with the tender conditions/codal provision stipulated in this tender document, need be mentioned, in case the tenderer chooses to stipulate such special conditions, duly linking the restrictions mentioned elsewhere in this tender document. Only those special conditions/specifications, which have been stipulated by the tenderer & have also been specifically approved by RailTel in writing, shall be deemed to have been accepted by RailTel and shall form part of the Contract Agreement.
- 4.11 The tenderer must read the various clauses of the tender document carefully before submitting the offer and also ascertain conditions & magnitude of work involved.
- 4.12 The tender papers will not be sold after 17:00 hrs. on 27.01.2017 The tender will be opened on 30.01.2017 at 15:30 hrs. in the office of RailTel Corporation of India Ltd., 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071 in the presence of tenderers or their authorized representatives on date, time and place of opening.
- 4.13 In case date of opening is declared to be a holiday, tender will be opened at 15:30 hrs on next working day.
- 4.14 RailTel reserves the right to reject all or any offer without assigning any reason there of or to relay or to change any of the conditions specifications stipulated in the tender at any time.
5. **CONTRACT PERIOD:**
Under normal circumstances the contract shall be valid for a period of two (2) years from the date of acceptance of tender.
6. **METHOD OF QUOTING OF RATES:**
- 6.1 Tenderer will indicate their rates in percentage the space provided on the Rate Sheets and should be indicated both in figures as well as in words.
- 6.2 In case the tenderer intends to offer a discount/incentive then it must be offered on overall basis (rather than item-wise) and must be free from any condition(s) i.e. the discount must not be linked to any condition). In such a case, cognizance of the discount, linked to a condition, which, in the opinion of RailTel, is unworkable & therefore unacceptable, shall not be taken in the evaluation of their tender offer. Also, the tenderer can indicate the discount only at the earmarked space for quoting his offer in the Schedule of Rates. Cognizance of the discount offered elsewhere shall not be taken in evaluation of tender offer.
- 6.3 All corrections and over writing must be signed / attested.

- 6.4 Tenderer must sign along with seal on all pages of their tender offer.
- 6.5 Tender forms not accompanied by requisite EMD will be summarily rejected.
- 6.6 RailTels' decision regarding Technical Suitability of any tender offer shall be final & binding.
- 6.7 If tenderer fails to abide by the conditions or fails to submit documents as above, then his offer is liable to be summarily rejected.

7. **OPENING OF TENDERS:**

- 7.1 The tenders shall be opened on 30.01.2017 at 15:30 at office of RailTel Corporation of India Ltd., Eastern Region, Chatterjee International Centre, 3rd Floor, 33A, Jawaharlal Nehru Road, Kolkata 700071.

8. **RATES:**

- 8.1 The rates quoted in the offer by the tenderer will be inclusive of all maintenance expenditure of the vehicle, major/ minor repairs required for good running of the vehicle. Lubricants and consumables cost of Diesel oil for running the vehicle of the stipulated Km. mentioned per month, driver's salary, and all type of taxes and fees payable to RTO & insurance premium, other incidental charges etc.
- 8.2 The rates accepted by RailTel Corporation shall remain unchanged till the currency of the contract. In case Government decide to increase/ decrease the price of Diesel RailTel Corporation reserve the right to increase/ decrease rates as per the prescribed formula indicated below:
- 8.3 For increase or decrease of in diesel prices by less than 10%, no change in the prescribed rate will be allowed. In case increase/ decrease is beyond 10%, the rate shall be increased/ decreased by 1/4th of such percentage increase/ decrease in the fuel price. For this purpose the 'Base Rate' will be rate prevailing on the date of issue of LOA.
- 8.4 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 Rs. 20,000 x 2% (i.e. 12%-10%)x ¼ = (Rs. (20,000 x 0.02 x 0.25) i.e. Rs.100/-.
- 8.5 For this purpose, firms are required to furnish initial and current copy of bills (diesel price) along with monthly bill.

9. **EARNEST MONEY:**

- 9.1 Earnest Money Deposit for this tender is as specified in Tender Notice. Earnest Money Deposit in form of Bank guarantee will not be accepted. Tenderer must submit EMD in favour of "RailTel Corporation of India Limited" in the form of DD/Bankers' Cheque etc., from any Nationalized or Scheduled bank payable at Kolkata. **EMD deposited in any other form shall not be acceptable & shall be treated as invalid.** Earnest Money instrument is to be valid up to a period of three (3) months beyond tender opening date.

10. **PERFORMANCE BANK GUARANTEE:**

On receipt of the Letter of Acceptance (LOA), the successful tenderer shall deposit 5% of the contract value as Performance Bank Guarantee in favour of M/s RailTel Corporation of India Limited, Kolkata, within 15 days, from the date of issue of LOA. This PBG will be valid up to 03 months beyond the contract period.

The Contract Performance Guarantee shall be submitted from any Nationalized/Scheduled bank within a period of 15 (fifteen) days from the date of issue of the LOA. If the Contract

Performance Guarantee is not submitted within 15 days from the receipt of the LOA, penal interest of 15% per annum shall be charged for the delay beyond 30 (Thirty) days.

11. SECURITY DEPOSIT:

- 11.1 The amount of security Deposit is Rs. 5% of the contract value. Security Deposit will be recovered only from running bill of the successful tenderer @ 10% of the amount of running bill till it reaches 5% value and no other mode of collecting of SD such as SD in form of Instruments like BG, FD, etc. shall be accepted towards security deposit.
- 11.2 Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to RailTel against the contract concerned. Before releasing the Security Deposit, the contractor has to furnish an unconditional and unequivocal "no claim" certificate.
- 11.3 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.
- 11.4 Wherever the contracts are rescinded due to unsatisfactory service rendered by the contractor or the contractor decided unilaterally to withdraw the service prior to the completion of the validity of the contract, the security deposit of the contractor shall be forfeited and the balance work should be got done separately.
- 11.5 The balance work shall be got done independently without risk and cost of the original contractor.
- 11.6 The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a partnership firm, then every member/partner of such firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other partnership firm.
- 11.7 The documents submitted along with the offer shall be page numbered, signed by the tenderer with their seal.
- 11.8 Non-adherence to these as well as stipulations of Special Conditions at variance to those specified herein and having financial implications are likely to make their tenders non-acceptable.

12. PAYMENT:

- 12.1 No payment shall be made in advance nor any loan from any bank or financial institution be recommended on the basis of the order of work.
- 12.2 The contractor shall submit the bill in the first week of following month in respect of previous month supported by copies of the log sheet duly signed by the competent authority (General Manager/Project/Guwahati) of RailTel Corporation, for sanction of the amount of bill and pass in the bill for payment.
- 12.3 All payment shall be made by RTGS/NEFT only.
- 12.4 RailTel shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties mentioned in prescribed para.
- 12.5 The term "Payment" mentioned in this Para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and security Deposit governed by the separate clauses of the contract.

- 12.5 Payment of on account monthly bill of the Tendered work will be arranged by Executive Director/Eastern Region through Dy. General Manager/ Finance/ Eastern Region.
- 12.6 The Commercial Tax, Income Tax and Surcharge on Income Tax etc. and any other Statutory levies/taxes will be deducted as per extent rules from the payment made by RailTel to the contractor. Service Tax will be paid extra at actual.
13. **Determination of the Contract:**
- 13.1 **Right of RailTel to determine the contract:** The RailTel shall be entitled to determine and terminate the contract at any time, should in the RailTel's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the Contractor will be paid for in full at the rate specified in the contract to that date. Notice in writing from the RailTel of such determination and the reasons therefore shall be conclusive evidence thereof.
- 13.2 **Payment on determination of contract:** Should the contract be determined under sub-clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the user. The RailTel's decision on the necessity and propriety of such expenditure shall be final and conclusive.
- 13.3 The contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he/she might have derived from the execution of the work in full but which he/she did not derive in consequence of determination of contract.
- 13.4 **TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**
- 13.4.1 If the Contractor should:
- (i) become bankrupt or insolvent, or
 - (ii) make an arrangement with or assignment in favour of his creditors, or
 - (iii) being a Company or Corporation, go into liquidation (other than voluntary), liquidation for the purpose of amalgamation or reconstruction, or
 - (iv) persistently disregard the instructions of the RailTel's user official with regard to work, or contravene any provision of the contract.
 - (v) promise offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel,
 - (vi) At any time after the tender relating to the contract has been signed and submitted by the contractor, being a partnership firm admit as one of its partners or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his/her retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, for the time being owned and administered by the President of India, before the expiry of two years from the date of retirement from the said service unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in his behalf to become a partner or a director or to take employment under the contract as the case may be, or (B) Fail to give at time of submitting the said tender:
- (a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired

- officer was under the employment of the contractor at the time of submitting the said tender, or
- (b) the correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
 - (c) being a partnership firm the correct information as to, whether any of its partners was such a retired engineer or retired officer, or
 - (d) being an incorporated company, the correct information as to, whether any of its directors was such a retired engineer or retired officer, or
 - (e) being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor. Then and in any of these said clauses, the Engineer on behalf of the RailTel may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after the delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the RailTel shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both the following courses: A final termination notice will be issued by RailTel after expiry of 48 hrs notice.

13.4.2 RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

13.4.3 The Contractor shall have no claim to compensation for any loss sustained by him/her by reason of his/her having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the job or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the user shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

13.4.4 Matters finally determined by the RailTel: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the contract period or after its completion shall be referred by the contractor to the RailTel and the RailTel shall within 120 days receipt of the Contractor's representation make and notify decisions on all matters referred to by the contractor in writing.

14.0 Force Majeure

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of RailTel as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the

Performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

15.0 Arbitration:

- 15.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of * Executive Director/ Eastern Region or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the * Executive Director/ Eastern Region or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the * Executive Director/ Eastern Region of RailTel Corporation shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of RailTel or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a RailTel employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.
- 15.2 The venue of Arbitration proceeding shall be office of Executive Director/Eastern Region of RailTel at Kolkata or such other place as the arbitrator may decide.
- 15.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act. 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
16. Insolvency Act: In the event of the firm being adjusted insolvent or having a receiver appointed for it by the court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up whether voluntary or otherwise or in specified, RailTel shall have power to terminate the contract.
17. Breach of Terms & Conditions: In case of breach of any terms & conditions mentioned above, the Competent Authority will have the right to cancel the Letter of Acceptance without assigning any reason therefore and nothing will be payable by RailTel in that event and the Security Deposit shall be stands forfeited.
18. Subletting of work : The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the RailTel Corporation.

CHAPTER - 3

Special Conditions of Contract

1. The scope of the work involves the hiring of one **Tata Indigo CS/Swift Dzire/Toyota ETIOS/Honda Amaze Car** at state capital of Assam, in good condition preferably with Registration on or after 01.01.2015 as commercial registration (taxi category).
2. The tenderer may be asked to produce the offered vehicle for inspection before finalizing of the tender and the decision of RailTel towards suitability of the vehicle offered shall be final and binding on the tenderer. The vehicle should run in diesel only. Petrol run vehicles shall not be accepted.
3. The drivers put on job by the contractor must hold valid driving license. They must be professionally competent, sufficiently experienced and familiar with the roads of states for which tender submitted and adjoining area/State. They should be aware of basic troubleshooting of the vehicle. They should be physically fit and possess good moral character. They will not indulge in smoking, consumption of alcohol, chewing of pan/tobacco while on duty. They must attend duty on time, in proper and clean uniform and should have a mobile phone of a telecom service provider having maximum coverage in the State with sufficient balance.
4. 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 of Rs. 500/- per case shall be imposed which will be deducted from the monthly bills. The driver engaged should be of good moral character and free from any kind of criminal case pending against him.
5. The contract shall normally be valid for a period of 2 years from the date of issue of letter of acceptance by RailTel Corporation of India Ltd., RailTel reserves the right to increase or decrease the number of months by 25% on either side for which, the tenderer/s shall not be entitled for any extra payment but shall be paid at the accepted rates.
6. 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 respective state capital.
 - (iii) The vehicle will generally be utilized for 12-14 hours per day. Time of reporting may change as per requirement / need of the day. The driver shall ask the next day reporting time while getting off duty every day. The vehicle shall be used during night time also, if needed. In emergency like Railway accident/ Communication link failure /Communication link commissioning and/or inspection work etc, the vehicle may be utilized for restoration/relief/inspection work, round the clock, as per instructions of official in charge without any extra payment.
7. RailTel reserves the right to terminate the contract at any time without assigning any reason thereof by giving one month's notice in advance. The contractor shall not be entitled for any extra rate on account of this.
8. The contractor shall supply the vehicles in good condition and the vehicle shall be maintained in good condition through the period of validity of the contract so as to ensure satisfactory service under the contract. RailTel shall have the right to reject the vehicle, if it is not found to be in satisfactory condition.
9. If required by RailTel, a team of nominated officials of RailTel will inspect vehicle offered for hiring. If the report submitted by the committee is satisfactory with regard to the condition of the vehicle offered, the offer of the tenderer will be considered. If, as per the report of the committee, the vehicle offered for hiring is not satisfactory, the offer of the tenderer shall be

rejected. Decision of the committee with regard to the condition of the vehicle shall be final and binding on the tenderer.

10. The tenderer shall quote the annual hiring rate of the vehicle. This rate shall be deemed to be inclusive of the following:-
 - 10.1 All maintenance expenditure of the vehicle i.e. major and minor repairs required for good running of the vehicles. Lubricants or consumables other than Diesel which shall be included as per para (2) below.
 - 10.2 Rate shall include the cost of Diesel for running of vehicle up to the specified Kms. run per month. In case, the vehicle is required to run beyond the stipulated KMs in a month, payment shall be made at the rate quoted per KM in Schedule of Rates Item No.2 beyond the stipulated KMs. However payment for extra run of Km. will be considered on yearly run basis after adjustment of the excess and less quantity run than 2400 Km. during the months of year.
 - 10.3 Rate shall include the Driver's salary, all types of payable taxes and his incentive or overtime allowance etc.
 - 10.4 Any other charges required for execution of this contract.
- 11 Normal duty of the driver shall be 12-14 hours in a day round the year, including Festival time. Normal working hours shall be advised by the officer concerned to the driver. The driver of the vehicle shall keep himself in contact with the officer in-charge and shall be provided with mobile phone. Rate quoted shall include driver's mobile phone charges.
- 12 The vehicles may have to go the sites of all types of roads including Kachha road etc. The vehicle shall also be required to go along the Railway embankment for approaching any desired spot or site. Any excuses about condition/non-existence of proper road will not be accepted.
- 13 For travel outside the designated state necessitating night halt, Rs.200/- per night halt will be admissible/ payable.
- 14 The kilometer calculation for the purpose of "vehicle run" shall reckon from garage to garage. The distance from garage to place of reporting shall be maximum 5 km. or actual, whichever is lower. Normally the place of reporting shall be RailTel Office/Camp office or the residence of the officer to whom the car is allotted, whichever is of lesser distance from the garage of the vehicle. In case of situations where this is not applied, the officer to whom the vehicle is attached shall decide the count of duty hours and KMs for both reporting and release of vehicle.
- 15 The rates quoted by the tenderer shall not be revised or altered during the currency of the contract period.
- 16 Bills for vehicle charges for any month shall be preferred in the first week of the following month to the office of RailTel/Eastern Region, Kolkata as also discussed in Para 12.2 of chapter - 2.
- 17 The drivers of the vehicles will maintain log book. The log book should be signed by the officer in charge. The book should be submitted to the officer to whom the vehicle is allotted or his representative for inspection whenever called for.
- 18 The Company/Agency will ensure punctuality; booking and making available of the vehicle round the clock even at short notice.
- 19 Contractor shall ensure that all the meters particularly the Kilometer/ Speedometer and other devices of the vehicle are always in working condition. In case, if any defects are pointed out by the RailTel authority, the same shall be immediately rectified by the contractor at his own cost and in the meantime, another vehicle shall be arranged by the contractor so that the RailTel's

work does not get hampered. If the Kilometer gets out of order instantaneously, the reading given by the Officer shall be the final and binding on the contractor.

- 20 Contractor shall provide a spare wheel (stepney) and necessary tools in a good working condition.
- 21 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. 1,000.00 per day.
- 22 The tenderer shall be required to submit all papers, certificates (i.e. Registration certificate, fitness certificate and insurance policy etc.) of the vehicle for verification by this office.
- 23 The vehicles deployed on the job should be fit in all respects for operation in accordance with the prevailing Motor Vehicles act and rules amended from time to time and all their relevant valid RTO documents like RC book, Insurance Certificate, Fitness certificate etc. must be available with the taxes, levies, fees etc., and paid up to date. The contractor shall be exclusively and solely responsible for any lapse in this regard and RailTel stands completely indemnified by the contractor against such defaults.
- 24 The vehicles will be used at the discretion of the RailTel Authority. **“Govt of India”** or **“Bharat Sarkar”** (in Hindi) will not be written on the vehicle. However, **“on duty for Govt of India”** or **“Bharat Sarkar Sewarth”** (in Hindi) may be written, if required.
- 25 It is the responsibility of the contractor to ensure that the vehicles hired are clean, presentable and well furnished at all times. The seat covers should be replaced by the fresh/ washed covers once in a week positively. Any defect in the vehicle pointed out by RailTel shall be got rectified by the contractor at his own cost.
27. RailTel reserves the right to check the credentials of the contractor and any of the documents regarding the vehicles at any stage. If it is found that the vehicles provided by the contractor are not as per the requirements given in the tender schedule or other conditions mentioned in this tender then the RailTel Administration will be free to take action against the contractor. The decision of RailTel Administration in this regard shall be final and binding on the contractor.
28. The contractor shall be liable to be fined up to sum of Rs. 500/- at the sole discretion of the administration for each act of misconduct on the part of the contractor or on the part of any of his/their agents/driver or workmen to observer to perform any of the terms and conditions of contract including not reporting on duty on time/as per advice, the position of any such fine shall not effect but shall be without prejudice to the other rights and remedies of the administration under this agreement or by General law. Any appeal against such fine shall be made to the Executive Director, RailTel, Kolkata, whose decision on the contractor's appeal shall be final.
29. No frequent change of driver will be allowed. The contractor shall be liable to be fined upto 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.
30. Notwithstanding anything contained in the other clauses of the agreement in the event of unsatisfactory service or any failure, breach or non-observation at anytime by the contractor of the terms and provision of this agreement to the satisfaction of the RailTel administration in all respects (which shall be the sole judge and whose decision shall be final). Then it shall be lawful for the RailTel administration without prejudice to all or any or other right and remedies to make any other arrangements it may consider necessary and forthwith terminate this contract without any previous notice to the contract in case of such termination the security deposit shall be forfeited by the RailTel administration and contractors shall have no claim whatsoever against the administration in consequence of such termination of the contract.

31. Regulations/Compliance of Labour Laws, Minimum Wages Act, hours of employment, Insurance and any other Act/Provision etc. enforced from time to time is the duty/responsibility of the contractor.

All charges required for running of the vehicle, will be paid by the contractor and RailTel will not be responsible for paying any charge/duty/tax/levy etc. what so ever, spare parts, labour charges or any other charges will be acceptable at any stage. Increase in rates due to increase in the prices of fuel will be made as per clause 8 of "Instructions to tenderers and conditions of Tendering"
32. The contractor in addition to the indemnity provided by law shall indemnify the RailTel administration against all liability whatsoever to pay compensation under Workmen Compensation Act 1923, as amended from time to time in respect of any accident/injury to any labour employed by him under this contract or compensation in respect of any claim arising out of or in the course of employment under this contract.
33. The contractor shall be liable to honor central and state government laws, statutory rules, regulations, modification like legislation, local self government, municipal requirement etc. and shall be solely responsible for any breach thereof. RailTel stands indemnified against any penalty/prosecutions consequent to the violations (deliberate or in advertent) by the contractor or his employees, representative etc. of such statutory provisions in force.
34. Contractor shall indemnify the RailTel against any or all claims which may arise under the Motor Vehicle Act or Workmen's Compensation Act or any other Act or statute having bearing over the service and for engagement of workmen directly or indirectly for performance of work under the contract. The contractor shall indemnify the RailTel and its employees against any penalties as Principal Employer for any failure of the contractor to honor various Central/ State Government Laws/ Enactment.
35. The contractor should furnish telephone/mobile number provided in their residence, which should be attended promptly by responsible persons. This telephone should be kept in working condition 24 x 7. In case of change of any telephone number the contractor shall immediately inform to the controlling officer with the new number.
36. The contractor shall possess the vehicle which he/she proposed to use under this tender/ contract registered by competent authority in his/her name/ company or firm's name/partner's name or shall have a power of Attorney of the vehicle in his name/ company or firm's name/partner's name.
37. The contract shall be governed by the General Conditions of Contract of RailTel.
38. The Driver shall ensure that the vehicle is always having sufficient fuel.
39. No mileage will be allowed for the Drivers to take lunch, breakfast or dinner.
40. 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.
41. Tenderer may submit their offers for only model of cars indicated in para-1 above.
42. The Company/Agency will ensure that the vehicle and driver will not be changed frequently.
43. In case of breakdown of the vehicle or any such eventuality, alternate vehicle should be provided at the cost of the contractor.
44. The agency should have commercial permit to use vehicle as a commercial vehicle.
45. The tender shall enclose with the offer copies of the following:

- (i) Trade license.
 - (ii) Registration certificate of the vehicle offered for hiring.
 - (iii) Copy of PAN card of the firm.
 - (iv) Details of vehicle owned by the tenderer.
 - (v) Service Tax Registration Certificate, if applicable.
 - (vi) Valid vehicle insurance Policy.
 - (vii) Offered Vehicle Fitness Certificate.
 - (viii) Pollution Under Control certificate
46. In case the car offered for hiring is not owned by the tenderer, a copy of notarised lease/hire agreement between the owner of the car and the tenderer shall be enclosed with the offer.
47. Tenderer shall quote their rates in the enclosed “Rate Sheet” only.
48. RailTel official will not be held responsible for any accident/ theft/ any kind of damages to the vehicle during the use of it by RailTel.
49. Any penalty/fine imposed by State Government officials authority due to non-compliance of statutory rules/safety rules & regulations etc. shall be borne by the contractor and the contractor will be solely responsible for follow up of the case arising due to such situation and RailTel will be in no way responsible for such act.
50. The following checks to be carried out by the driver before each trip: (a) Service Brakes (b) Parking Brakes (c) Lighting Luminaries and reflectors (d) Tyres (e) Horn (f) Stepney (g) Windshield wipers (h) Rear Viewing mirror (i) Coupling Drives (j) Wheels and rims (k) Emergency equipment etc.
51. Conditional tender liable to be rejected.
-

रेलटेल
RAILTEL

Open Tender No. : RailTel/Tender/OT/ER/HQ/984 Dt. 30.12.2016

Chapter -IV**Schedule 'A'****SCHEDULE OF WORK**

Name of the work: Providing Tata Indigo CS/Swift Dzire/Toyota ETIOS/Honda Amaze Car on Monthly Rental Basis for a period of two years for use of GM/Project/Guwahati, RailTel Corporation of India Ltd., Eastern Region.

Sl. No.	Description of Work	Quantity (month)	Unit	Estimated Rate (Per vehicle/month) (Rs.)	Amount (Rs.)
1	Providing Tata Indigo CS/Swift Dzire/Toyota ETIOS/Honda Amaze Car on Monthly Rental Basis for a period of two years for use of GM/Project/Guwahati, RailTel Corporation of India Ltd., Eastern Region. The rate includes fuel, consumables, taxes, license fee, permit, driver's wages, drivers mobile phone charges, repair & maintenance cost etc. complete for 2,400 (two thousand four hundred) km duty per month irrespective of hours used.	24	Per vehicle/month	34,273.50	8,22,564/-
2	Rate per Km. charges beyond the use of 2400 Km in the month in the State or outside the State.	Addl. Km beyond 2400 km in a month	Per Km./vehicle/month	6.11	-

General Notes:

- (1) The rates exclude Service Tax, Toll Tax, Parking Charges & Ferry Charges.
- (2) No material whatsoever including other consumables shall be supplied by the RailTel Corporation of India Ltd.
- (3) The rates are inclusive of salary & other benefits as admissible to the driver, Diesel lubricant and other POL as and when required for running or during vehicle repairs/ maintenance.
- (4) The rates of hire are inclusive of road tax, all Govt. levies & Taxes and other levies and charges for inspection certificates as per statutory requirement from time to time.
- (5) The vehicle should be available round the clock, as and when required.
- (6) For evaluation of tender extra km. per month beyond 2400 km will be taken as 500km. However payment will be made for actual km utilized beyond 2400 km.(if any)
- (7) Price variation in respect of fluctuations in cost of Diesel of normal quality as per clause no.8 of "Instructions to tenderers and conditions of Tendering"

(Signature of the Tenderer with Seal)

Open Tender No. : RailTel/Tender/OT/ER/HQ/984 Dt. 30.12.2016

RATE SHEET

Name of the work: Providing Tata Indigo CS/Swift Dzire/Toyota ETIOS/Honda Amaze Car on Monthly Rental Basis for a period of two years for use of GM/Project/Guwahati, RailTel Corporation of India Ltd., Eastern Region.

Sl. No.	Item of work covered in Schedule	Basic Value (Rs.)	Rate to be quoted by tenderer in percentage above/ below the basic rates specified in schedule (In figures & words)
1	Providing Tata Indigo CS/Swift Dzire/Toyota ETIOS/Honda Amaze Car on Monthly Rental Basis for a period of two years for use of GM/Project/Guwahati, RailTel Corporation of India Ltd., Eastern Region. The rate includes fuel, consumables, taxes, license fee, permit, driver's wages, drivers mobile phone charges, repair & maintenance cost etc. complete for 2,400 (two thousand four hundred) km duty per month irrespective of hours used.	Rs. 8,22,564/- (for 2 Years)	% above/below/at par the basic rates (In figures) % above/below/at par the basic rates (In words)
2.	Rate per Km. charges beyond the use of 2400 Km in the month in the State or outside the State.	Rs. 6.11	% above/below/at par the basic rates (In figures) % above/below/at par the basic rates (In words)

Note:-

- (1) I/We am/are signing this document after carefully reading the contents.
- (2) I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (3) Payment for extra run of Km. will be considered on yearly run basis after adjustment of the excess and less quantity run than 2400 Km. during the months of the year.
- (4) Above rates are inclusive of all taxes, excluding Service Tax, Toll Tax, Parking & Ferry Charges.

Signature of tenderer/s

ANNEXURE – I

FORM OF AGREEMENT

An Agreement made this..... day of two thousand and seventeen between RailTel Corporation of Limited acting through _____ Eastern Region, (hereinafter referred as RailTel) of one Part and M/s. _____ (Name & Address of the Contractor) (hereinafter referred as the contractor) of the other part.

2. Whereas Contractor has submitted tender for the work of (Name of the work) as per Tender papers against Tender No. **RailTel/Tender/OT/ER/HQ/984 Dt. 30.12.2016**
3. And whereas the rate offered in the Tender by the Contractor has been accepted as per copy of Letter of Acceptance No. _____ Dt_____.
4. The contractor shall during the period of this contract, from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide one commercial vehicle (make & model) in good condition.
5. The contractor will provide vehicle to RailTel registered on or after _____ for the commercial purpose only and taxes, insurance etc. due on such vehicles shall be the liability of the contractor.
6. The contractor will submit bills to RailTel on monthly basis for release of payment by RailTel along with relevant documents.
7. The driver of the vehicle shall always hold a valid Photo Identity Card issued by any local Central/State Govt. office competent to issue such cards and Log Book as per the Format prescribed by RailTel where the date, time, Kms reading, purpose and places visited are to be filled in and signed by the Users/RailTel officials. On the basis of the Log Book, the bills shall be raised to RailTel by the Contractor. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.
8. The firm should ensure that the driver employed held valid driving license and should have sufficient experience of driving vehicle in Guwahati.
9. If the Contractor fails to provide the vehicle to RailTel and if the service is not found satisfactory enough, the RailTel shall have the right to terminate the contract.
10. In the event of any mechanical failure/ breakdown of vehicle after it's reporting for duty, the contractor shall arrange for replacement by another Commercial Vehicle, Non-compliance may attract penalty as per Clause 21 of Special Conditions of Contract of Bid Document.
11. The following penalties will accrue to the Contractor in addition to the deduction on Hire charges on pro-rata basis. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-
12. Non-availability or refusal of vehicles as requisitioned by RailTel for whatsoever reason under this contract shall invite penalty of Rs. 1,000/- per occasion.

13. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Contractor. RailTel shall have no liability whatsoever.
14. The Bid Document No. _____ Schedules annexure which are annexed to this agreement, shall form part and parcel of this Agreement and integral part of this agreement.
15. That Contractor is/ shall be liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by the contractor. RailTel shall not be liable for any loss, damages, etc. suffered/ to be suffered by the contractor or third party as the case may be.
16. If for any reason the RailTel is dissatisfied in any way with the standard of the vehicle or fell efficiency in service during the hire period, it will be reported to the Contractor in writing. The Contractor without raising any dispute on such assessment by the RailTel regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
17. The Contractor shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Contractor accordingly indemnifies the RailTel against all such liability.
18. The Contractor shall not act as a broker for other hire companies or any individual or transfer or assign or sub-let any part of the service once agreed or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own or leased fleet.
19. The Contractor will also ensure that they will not supply the vehicles to RailTel which are either owned by employees of RailTel either directly recruited or on deputation to RailTel or their near relatives as defined in Sch-1A of Company Act 1956 to this agreement.
20. The Contractor will not be tampering the meter reading, vehicle usage timings, overwriting of Summary/ log sheet and allow misbehavior of driver while on duty. Such incidents shall be viewed seriously, leading to cancellation of contract.
21. Contractor shall not engage any person below 18 years of age.
22. The Contractor is / shall be responsible for compliance of all the laws / rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the employees/ worker engaged by it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.
23. Now the agreement witnesses that in consideration of the premises and the payment to be made by the RailTel @ Rs. ___/(Rs. In fig.) (Rupees in words) per month for 2,400 km. run / month and @ Rs. ___/(in fig.)-(Rs. In words) per km. run charges beyond use of 2,400 Km./ month for use of officials of RailTel Corporation of India Ltd./Eastern Region, ___ to the Contractor provided for, the contractor shall supply Road vehicle ('make and model') as per specified model and make for the use of officials of RailTel Corporation of India Ltd., Eastern Region, at (location) for which the said tender of the contractor has been accepted strictly accordingly to the various provisions in the

“Instructions to Tenderer & Conditions of Tendering” and “ Special Conditions of Contract” as per copy of the Tender Document & LOA vide Annexure ‘A’ hereto and performance to the satisfaction of the RailTel, the RailTel shall pay the contractor at the rates accepted as per said LOA No. ____ Dt. ____ as per copy vide Annexure ‘B’ and in terms of the provision thereon.

In the witness whereof parties have hereinto set and subscribed their respective hands and/or seal day and year respectively mentioned against their respective signature.

CONTRACTOR:

(Name & Address of the Contractor)

(Designation & address of the RailTel official).

.WITNESS:

Signature:

Name:

Address:

Date:

Signature:

Name:

Address:

Date:

Annexure ‘A’: Tender No. ____ Dt. ____

Annexure ‘B’: LOA No. ____ Dt. ____

रेलटेल
RAILTEL

ANNEXURE - II

CONTRACT PERFORMANCE GUARANTEE

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, with registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 with Eastern Regional office at 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700071 (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./WO No./LOA 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.
2. 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 failure of the said Contractor(s) 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.
3. 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 there under 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(1). We shall be discharged from all liability under this Guarantee thereafter.

We,(name of bank) further agree with RailTel that 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 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 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 express consent of RailTel in writing.

Dated the day of 201x

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 contract period.

रेलटेल
RAILTEL

ANNEXURE -III

BRIEF DETAILS OF THE BIDDER

1.	Name & address of the agency	:	
2.	Contact person	:	
3.	Designation	:	
4.	Telephone Numbers (office)	:	
5.	Mobile No.	:	
6.	FAX Nos.	:	
7.	Category of the firm: Whether Partnership/ Ltd. Co./ Sole proprietorship etc.	:	
8.	Details of Vehicle owned/Undertaking given	:	
9.	RTGS details duly certified by the bank	:	

S No.	Registration No.	Make	Model	Owned or undertaking
1.				
2.				
3.				
4.				
5.				

It is certified that information given above is true to the best of my knowledge and nothing has been hidden/ misrepresented.

Signature of the Tenderer(s)

ANNEXURE 'IV'

CHECK LIST OF DOCUMENT SUBMISSION

S No.	Documents to be submitted	Submitted	Not submitted	Remarks
1	Copy of Registration of company under companies act/ Firm Registration/ Proprietorship/ partnership deed			
2.	Registration of the firm as Travel Agency/ car hiring agency			
3.	Agency's profile			
4.	Copy of valid Service Tax Registration certificate			
5.	Latest Income Tax return along with copy of PAN card.			
6.	Affidavit/ Certificate stating that the firm/ agency is not black listed by any Govt. Deptt. and no criminal case is registered against the firm / agency or its owner/ partners anywhere in India.			
7.	Details of EMD			
8.	Copy of Contracts/ Work Order from State/ Central Govt. agencies, PSU's (state/central)/ any other public institution or body/Registered NGO's or Large/Medium scale Enterprise for car hiring either on Regular or day-to-day basis.			
9.	Document showing ownership of the vehicle of required make with commercial registration (taxi category) and year of make.			
10.	RailTel's Terms & Conditions duly signed by the proprietor/ partner of the firm in token of acceptance.			
11.	Credentials of the firm including list of current clients showing three years experience in the same field.			

ANNEXURE 'V'

VENDOR CREATION MASTER (MUST BE FILLED BY CONTRACTOR)

Supplier Name (Mandatory)	
Bank Name (Mandatory)	
Bank Branch Name (Mandatory)	
Bank Account Number (Mandatory)	
IFSC Code (Mandatory)	
Address (Mandatory)	
City	
State	
Excise Reg No.	
CST No	
TIN No.	
LST No	
VAT Reg No.	
Service Tax No. (Mandatory)	
PAN No (Mandatory)	
TAN No	
Ward No.	
Moblie Number	
Mail ID	-
Contact Person (Mandatory)	
Service Type (In Case of Execution, Services) (Mandatory)	
Working Area (Name of State under Region) (Mandatory)	
