



RailTel Corporation of India Ltd.
Chatterjee International Centre , 3rd Floor,
33A, Jawaharlal Nehru Road , Kolkata 700071,
Tel. No.: 033-44009999,44041499
FAX: 033-44041490 .

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का एक उपक्रम)

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

Website: IREPS portal: www.ireps.gov.in

RailTel portal – www.railtelindia.com

ELECTRONIC TENDER DOCUMENT FOR

Hiring of one Non-AC, TATA Sumo/ Mahindra Bolero or vehicle of similar capacity for ECL Project in West Bengal and Jharkhand States for RailTel Corporation of India Ltd., Eastern Region.

खुली-E-निविदासंख्या.: RCIL_ER_2019-20_1124 Dt. 08.11.2019

OPEN E- TENDER NO. RCIL_ER_2019-20_1124 Dt. 08.11.2019

खुलनेकी तिथि:

Date of opening: 09.12.2019

INDEX SHEET

Sl. No.	Chapter	Contents	Page
1.		Tender Notice	3-4
2.	Chapter – I	e-Tendering Instructions to bidders	5 - 8
3.	Chapter – 2	Offer Letter	9
4.	Chapter – 3	Instructions to Tenderer & conditions of Tendering	10 - 23
5.	Chapter - 4	Special Conditions of Contract	24 - 27
6.	Chapter - 5	Schedule of Work & Price bid	28 – 29
7.	Annexure – I	Form of Agreement	30 - 31
8.	Annexure - II	Contract Performance Guarantee	32 – 33
9.	Annexure - III	Brief Details of Bidder	34
10.	Annexure – VI	Statement of Deviations	35
11.	Annexure – V	Option for Payment through RTGS/NEFT	36
12.	Annexure – VI	No Near relative Declaration and Certificates	37
12.	Annexure – VII	Check list of Document Submission	38



RailTel Corporation of India Ltd.

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33A, Jawaharlal Nehru Road,
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Tel. No.: 033-44009999, 44041499 FAX: 033-44041490 .

e-Tender No : RCIL_ER_2019-20_1124 Dt.08.11.2019

e-Tender Notice

1.0 Executive Director, RailTel Corporation of India Ltd., Eastern Region, 3rd & 16th Floor, Chatterjee International Centre, Kolkata – 700001 of India' invites 'OPEN' e-Tender from the experienced & established contractors having sufficient experience in similar work on the prescribed form for the under noted work:

1.	Name of work with its location	Hiring of one Non-AC, TATA Sumo/ Mahindra Bolero or vehicle of similar capacity for ECL Project in West Bengal and Jharkhand States for RailTel Corporation of India Ltd., Eastern Region.
2.	Period of hiring of vehicle	12 (Twelve months) Extendable for further 12 months.
3.	Approximate cost of the work (Excl. GST)	Rs. 3,96,000.00 (Rupees Three Lacs Ninety Six Thousand only)
4.	Earnest Money to be Deposit (Incl. GST @ 5%)	Rs. 8,400.00 (Rupees Eight Thousand Four Hundred only)
5.	Cost of Tender Document	Rs. 1,180/- (Rupees One Thousand One Hundred Eighty only)
6.	Last date and Time of online submission of tender document	09.12.2019 up to 14:00 hrs.
7.	Date and time of opening of tender.	09.12.2019 at 14:30 hrs.
8.	Website address, time and Date from which tender documents will be available and any other information if any may be viewd.	www.ireps.gov.in/ www. railtelindia.com From 08.11.2019.
9.	Validity of Offer	30 days from the date of opening of tender.
10.	Website where tender bid can be submitted	1. Bids are to be submitted online only. 2. Tenderers must register on Indian Railways e-Procurement System (IREPS) site i.e. www.ireps.gov.in for participating in e-tender system. Necessary changes, Corrigendum /Addendum if required, would be posted on this site only. 3. Bidders will be able to submit their original/revised bids up to closing date & time only. 4. Manual bids/offers are not allowed against this tender. Any manual offer received shall be ignored.

Payment of Earnest Money Deposit (EMD) and Tender Document Cost (TDC), in respect of e-tendering, will be accepted through net banking or payment gate way only. Fixed Deposit Receipt (FDR) will not be accepted as EMD and cost of Tender Document.

Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered item / work/services is exempted from submission of cost of tenderdocument & EMD.

Firms claiming for the above exemptions under NSIC/MSME or others, have to submit supporting documents as per clause no 3.1(d) of "Instructions to Tenderers and Conditions for Tendering" without which their offers will be considered as invalid and liable for rejection.

Eligibility Criteria:

As per clause 3 of "Instructions to Tenderers and Conditions for Tendering" of the Tender document.

Validity of offer:

The tender offers are deemed to be valid for acceptance for a period of 30 days from the date of opening of the tender. Late/delayed/ incomplete tenders and tenders with insufficient EMD will be summarily rejected.

Address for submission of offline documents:

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

RailTel's Bank account details for deposit of Tender Document Cost & Earnest Money Deposit are as below:

Name of the Branch	State Bank of India
Name of Account holder	RailTel Corporation of India Limited
Account No.	38541405681
IFSC Code	SBIN0001054
Branch Code	1054 (Chowrighee Branch)

Asstt. General Manager/Contracts
RailTel Corporation of India Ltd., Eastern Region.

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RAILTEL

Chapter – 1

e-Tendering Instructions to Bidders

1. **This tender is processed as e-Tender**
2. **Submission of Bids only through online process is mandatory for this Tender**
 e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://www.ireps.gov.in>, Indian Railways e-procurement system (IREPS).
 Benefits to Suppliers are outlined on the Home-page of the portal. Bidders are advised to visit the IREPS Portal for details related to e-Tender i.e., Registration, FAQ, Helpdesk, Learning Center etc.
3. **Broad outline of submissions are as follows:**
 - I. Submission of Bid Security/ Earnest Money Deposit (EMD) through IREPS portal
 - II. Submission of digitally signed copy of Tender Documents/Addenda
 - III. Tenderer has to submit both Technical and Financial bid as Single Packet
 - IV. Online response to Terms & Conditions of Tender.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of IREPS Portal.
4. All future information viz. corrigendum/addendum/amendments etc. for this tender shall be posted on e-tender portal only. The amendments shall be posted on website only. All bidders should download it from website. These amendments will be binding on all bidders. Those who are downloading tender document from website should download the clarification also and submit with the tender document.
5. Tender can be viewed and submitted through website www.ireps.gov.in only. Printed copy of tender document will not be sold from RailTel Office. Tender document can be seen on RailTel's website www.railtelindia.com, www.ireps.gov.in.
6. The tenderer shall submit documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. The documents / certificates in support of credentials, submitted by tenderer, shall be digitally signed by the tenderer or authorized representative of the tendering firm. Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.
7. The supporting documents should be submitted online only duly digitally signed by the authorized signatory of the tenderer. The online uploaded document should be clearly visible & readable. The original documents shall be produced for verification only when called for.
8. The e-tender can be viewed and submitted through web site www.ireps.gov.in only. The tenderer / bidder must have Class-III Digital Signature Certificate and must be registered on IREPS portal. Only registered tenderer/bidder can participate in e-tendering. All relevant documents must be uploaded at the time of participating in e-tendering. Manual offers are not allowed for e-tender and any such manual offer received shall not be opened/accepted.
9. Further information is available at RailTel's website www.railtelindia.com, www.ireps.gov.in or from the office of Executive Director- RailTel /Kolkata.
10. The offers shall be opened on above said date in the presence of those bidders who choose to be present. 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.

11. **IRPES Helpdesk:**
Please visit Helpdesk section on IREPS Portal
RailTel Contact-1 (for general Information)
RailTel's Contact Person
Jogesh Prasad, Sr. Manager/HQ
Telephone/ Mobile 9007044149
E-mail ID: jogesh@railtelindia.com
- RailTel Contact-II (for general Information)**
RailTel's Contact Person
P D James, Asstt.GM/Contracts
Telephone/ Mobile 9007044114
E-mail ID: pdjames@railtelindia.com
12. **Other Instructions**
- 12.1 New contractors can get themselves registered free of charge by filling up online registration from which can be accessed through the New **Vendors/Contractors** (e-Tender) link available in the Quick Links section on IREPS Portal i.e., <https://www.irpes.gov.in>. Obtain a Digital Signing Certificate (DSC) from any of the Certifying Agencies (CAs) licensed by the controller of Certifying Agencies by CCA is available on the website of CCA (www.cca.gov.in).
- 12.2 **Install Java (JRE)** on your computer. If java is not installed on your system, or if it has got corrupted, you will get the error message "Failed to open Web Singer" in subsequent steps. Detailed guidelines on both the points listed above are available in the manual titled **Getting your system Ready for IREPS Application** which can be accessed through **Learning Centrelink** on IREPS portal.
13. **Offline submissions :**
- The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071 before due date & time of submission of bids specified in this tender document, in a **Sealed Envelope (Tender number should be superscribed on the face of envelope)**. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time):
- Original Power of Attorney** in favour of the signatory duly authorizing the signatory
 - Original Notarized Affidavit (Annexure-A)** shall be submitted in an envelope to the tendering authority before the due date and time of Tender Opening.
- NOTE: The Bidder has to upload the Scanned copy of all above original documents as Bid-Annexures during Online Bid-Submission.

ANNEXURE-A

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-.
The paper has to be in the name of tenderer)**

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents).

M/s _____(hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of RailTel Corporation of India Ltd., Eastern Region do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer (s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.irpes.gov.in I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire IR. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel Corporation of India Ltd.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/we above named tender do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place :
Dated :

* * * * *



CHAPTER – 2

OFFER LETTER

From :

Date : _____

To
The Executive Director,
Eastern Region,
RailTel Corporation of India Ltd.,
16th Floor, Chatterjee International Centre,
33A, Jawaharlal Nehru Road,
Kolkata – 700 071

Sub: Hiring of one Non-AC,TATA Sumo/ Mahindra Bolero or vehicle of similar capacity for ECL Project in West Bengal and Jharkhand States for RailTel Corporation of India Ltd., Eastern Region.

Ref: Tender No. RCIL_ER_2019-20_1124 Dt.08.11.2019

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 30 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 vehicle on regular hiring basis at the rates quoted in the attached schedules and hereby bind myself/ourselves to provide the service for one year extendable by a period of one more year 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 submitted **Earnest Money Deposit** for Rs. _____ with the following transaction details

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- 3

INSTRUCTIONS TO TENDERERS & CONDITIONS FOR TENDERING

- 1.1.1 Permitting downloading of tender document by RailTel is facility for convenience of Tenderer/s. In case, tender document is not uploaded on website download failure or incomplete document downloaded, RailTel shall not be responsible in anyway. RailTel shall not be responsible for any direct/indirect loss of business / Profit resulting from inability to use this facility.
- 1.1.2 The tenderer shall maintain the integrity of downloaded tender document and shall not make any change / alteration / deletion / tampering, whatsoever, in the downloaded documents. The tenderer offer shall be rejected and full earnest money shall be forfeited, in case it is detected after submission of offer, that they have made any modification in downloaded documents. In case such modification is noticed after award of contract, RailTel is liable to terminate the contract on Contractor's default. In addition RailTel reserves the right to take action against the firm as deemed fit, which may include banning of business dealings with the firm and the firm is also liable to be prosecuted as per the law. In case of any dispute over the discrepancy noted in tender document submitted by Tenderer, the master document kept with RailTel shall prevail and decision of RailTel thereon shall be final and binding on the tenderer/contractor.
- 1.1.3 The tenderer/s shall keep him updated about any modification in e-tender notice and e-tender document issued by RailTel through, website and shall act accordingly. Tenderers offer shall be rejected if he has/have not enclosed all the correction/corrigendum along with downloaded tender documents.
- 1.1.4 Joint Venture will not be considered in this tender.
- 1.1.5 After opening of the tender, any document/credential pertaining to the technical & financial eligibility and constitution of the firm will neither be asked nor be entertained/ considered under any circumstances & no claim or representation whatsoever in this regard, from the tenderer shall be entertained.
- 1.1.6 However, the RailTel reserves the right to ask for any clarification on the documents already submitted by the tenderer along with the offer.
- 2.0 Brief Scope of Work: Hiring of one Road Vehicle, Non-AC,TATA Sumo/Mahindra Bolero or vehicle of similar capacity for works at area as detailed below:

Area of work	No. of vehicle	Head Quartered at	State
ECL area of West Bengal & Jharkhand.	01 No.	Asansol	West Bengal

However if required by RailTel, vehicle shall be used beyond the area indicated above.

3.0 Eligibility Criteria:

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 6(six) months in the last 3 (Three) Years i.e. current year and last 3 previous financial years.

3.1 Earnest Money & Cost of Tender Document

- a) Tender without Earnest Money shall be summarily rejected.
 - b) Cost of the Tender document is non-refundable and tender document is non-transferable. Tender without Cost of Tender document shall be summarily rejected.
 - c) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The amount of Earnest Money Deposit (EMD) is 2% of the estimated cost of the work
 - d) Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered item / work/services is exempted from submission of cost of tender & EMD. These exemptions shall be applicable provided firms are registered with NSIC/MSME for tendered item/work and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC/MSME registration certificate for the tendered item/work, otherwise their offer would not be considered.
 - e) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable RailTel. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to RailTel.
 - f) If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 22 of this chapter. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but RailTel shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Earnest Money shall be deposited in through e-payment gateway mentioned in tender document.
- 3.2 Incomplete bids are liable to be ignored.
- 3.3 Payment will be remitted through NEFT. The tenderer must submit Scanned copy of the NEFT form mentioning the Bank Account Number, Type of Account, Name of the Bank with full address and the Bank Specific Code no., Branch Telephone no. & FAX no., MICR Code of Bank.
- 3.4 The tenderer shall submit along with the tender document, documents in support of his/their experience in execution of similar work, availability of vehicle as per requirement of tender with supporting document shall be submitted by the tenderer, shall be self attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self attestation shall include signature, stamp & date (on each page).

The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as "FORMAT - A". Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

- 3.5 Applicability of GST will be governed by latest circulars/directives issued by competent authority, and the same will be mandatory on the part of the tenderer.

- 3.6 Adjustment of Earnest money submitted with earlier tenderer or accepted tender shall not be done and tender received without prescribed Earnest money will be liable to be summarily rejected.
- 3.7 RailTel reserves its right to either cancel the tender or rejects any or all the tender without assigning any reason thereof.
- 3.8 If the tenderer/s deliberately gives wrong information/whose credentials/ documents in his/their tenders and thereby create(s) circumstances for acceptance of his / their tender, RailTel reserves the right to reject such tender at any stage, besides suspending business dealings for minimum of five years.
- 3.9 In case the date of OPENING mentioned above is declared Holiday/ Strike/Bandh or on any account, tender will be opened in the next working day.
- 3.10 The Tenderers are advised to visit the area of work and acquaint themselves with the conditions and expected quantum of work in their own interest before submitting their offer. For this, the tenderer should contact Asstt.General Manager/ RailTel Corporation of India Ltd./Asansol at his office.
- 3.10 The tender notice/documents is available on website <https://www.ireps.gov.in>. This facility is available during the above mentioned period up-to closing date & time of the tender.
- 3.11 After opening of the tender, any document/credential pertaining to the technical & financial eligibility and constitution of the firm will neither be asked nor be entertained/ considered under any circumstances & no claim or representation whatsoever in this regard, from the tenderer shall be entertained. However, the RailTel reserves the right to ask for any clarification on the documents already submitted by the tenderer along with the offer.
- 3.13 Care in Submission of Tenders:**
- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the area and locality of the works, that all conditions liable to be encountered during the execution of the work are taken into account and that the rates he enters in the tender forms are adequate and excluding GST..
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/ IGST/ UTGST/ SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RailTel immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) RailTel will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 4.1 Before Uploading the offer, please read carefully complete e-tender document Instructions to Tenderers, Special Conditions of Contract etc. as available on the page RailTel website www.railtelindia.com and on the web site www.ireps.gov.in.

- 4.2 Tenderer/s digital signature on the e-Tender form will be considered as your confirmation that you have read and accepted all the conditions laid down in the documents referred in para above as well as schedule of tender consisting of techno-commercial offer form (including special conditions attached to e-Tender), unless specific deviation is quoted in the Deviation Statement (Annexure-IV)
- 4.3 Tenderers can participate in the e-Tender duly paying the tender document cost and Earnest Money Deposit through Net Banking payment gateway only for the requisite amount. No other mode of payment is acceptable.
- 4.4 The cost of tender document shall not be clubbed with the Earnest Money Deposit. The e-bid submitted without requisite cost of tender document and Earnest Money Deposit in appropriate form is to be summarily rejected.
- 4.5 Offers without payment of requisite tender cost and Earnest Money Deposit online shall be liable to be ignored.
- 4.6 The prospective Tenderers are advised to revisit the website 07 (seven) days before the date of closing of tender to note any changes/corrigendum issued for this tender. In websites www.railtelindia.com and www.ireps.gov.in.
- 4.7 No Manual Offers sent by Post/FAX or in person shall be accepted against such e-tenders, even if these are submitted on the firm's letter head and received in time. The manual offer uploaded as attached document shall not be considered also. All such manual offers shall be considered as in-valid offers and shall be rejected summarily without any consideration. Offline documents shall be submitted as per clause no.13, Chapter-1.
- 4.8 e-tender is not transferable and the same is to be uploaded with digital signature by the pre-authorized personnel of the tenderer, already registered with the site.
- 4.9 If the required information asked for in the tender document is not furnished, the tender will be otherwise treated incomplete and hence will not be considered.
- 4.10 The on-line bidding doesn't permit submission of offer after stipulated date and time of the e-tender. Hence there is no scope for late/ delayed tenders.

5. RULES & GENERAL INFORMATION TO TENDERER

- i. Incomplete and Conditional tenders will generally not be considered and are liable to be rejected. RailTel also reserves the right to reject any special conditions stipulated by the Tenderer as considered unacceptable to the RailTel. If any deviations from the General conditions/special conditions/Technical specifications & Requirements/Schedule of works are proposed by the tenderer, they should be mentioned on —Statement of Deviation (in forms & Annexures part).
- ii. WRONG INFORMATION BY TENDERER OR TAMPERING WITH TENDER DOCUMENT
 - (a) If the Tenderer(s) deliberately give/s wrong information in his/their tender, create/s circumstances for the acceptance of his/their tender, the employer reserves the right to reject such tender at any stage.
 - (b) If it is found at any stage of the finalization of the tender or during actual execution the work that the information furnished in this tender including clarifications, is incorrect, the tenders are likely to be rejected. The RailTel reserves the right to reject the tender without assigning any reason. If any terms and condition of tender is changed/added/ deleted with malafide intention by the Tenderer/ Contactor and the same is detected at any stage even after award of the Tender, all necessary action including banning of business, would be taken by the employer. In addition tenderer is also liable to be prosecuted as per the law.
- iii. Tender without requisite earnest money in prescribed form will be summarily rejected.

- iv. All the relevant documents shall be attached along with tender form as per terms and condition of tender.
- v. **ERRORS, OMISSIONS & DISCREPANCIES (IN THE TENDER DOCUMENT)**
 - (a) 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 Tender Inviting Authority, 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.
 - (b) If a Tenderer finds discrepancies in, or omission or any of the Tender document or he has any doubt to their meaning, he should at once notify the Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata who may send a written clarification to all Tenderers.

6. Tender To Be Digitally Signed By Authorised Person:

- (a) If the tender is submitted on behalf of a partnership concern, each page of copy of the partnership deed should be submitted by the tenderer duly self attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page).
 - (b) The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorised representative, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No claim Certificate" and refer all or any disputes to arbitration. Each page of copy of the above document should be uploaded by the tenderer which shall be self attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page).
 - (c) RailTel will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the Contract. It may, however, recognize such power of Attorney and changes after obtaining proper legal advice of the satisfaction of RailTel, the cost of which will be chargeable to the Contractor.
- 7. No correspondence shall be entertained after opening of tender and any suo-moto letters or submission in regard to tender, except specifically mentioned to be submitted as per the terms of the tender or sought for by RailTel, shall be treated as Null & Void.
 - 8. In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of IREPS portal who will render all help and assistance related with the website and portal except that related with the details of the tender. RailTel will not take any responsibility for non-participation in the e-tender online for the reasons related to the website and portal or server etc. beyond the control of RailTel.
 - 9. RailTel and the IREPS website will not take the responsibility for any online payment made by the tenderer and debited from his/their account towards the tender cost or Earnest Money, if the same is not credited to RailTel Account. RailTel and IREPS website will not entertain any claim in this regard for refund of the amount unless the same has already been credited to RailTel Account.
 - 10. The tenderer(s) must fulfil/satisfy the following mandatory requirements failing which their offers shall be summarily rejected.

MANDATORY REQUIREMENTS:

- (a) Earnest Money shall be deposited through Payment Gateway only available on IREPS Portal. No other mode of payment is acceptable.
 - (b) Cost of the Tender document shall be deposited through Payment Gateway only available on IREPS Portal. No other mode of payment is acceptable.
 - (c) The tenderer shall submit along with the tender document, documents in support. Each page of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page).
 - (d) Copies of documents in support of formation/registration of the company/firm/ legal authorization of the person to deal with the tender/notarized/registered copies of the documents/ documents wherever required as per tender conditions are to be uploaded along with offer. Each page of copy of the above document should be submitted by the tenderer duly self attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page).
 - (e) The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/ documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as FORMAT-A. Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
 - (f) The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as they may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the RailTel thereunder.
 - (g) Submission of wrong information: In case of any wrong information submitted by tenderer, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and the agency will be barred for doing business on entire Indian Railways for 5 (five) years.
11. **Special Conditions:**
- (a) The copies of the various letters/documentary proof/statement etc. must be uploaded with e-Tender and shall be properly indexed by indicating the Annexure Nos. like Annexure-1, Annexure-2 etc. on the right hand side top corner of the same and this Annexure No. shall also be indicated in relevant column of the Forms of the tender supplied to the tenderer with the Bid.
 - (b) The bidders are expected to obtain, on their own responsibility and expenses, all information which will be necessary for submitting the bid. Intending bidders may obtain clarification, if any, with regard to the tenders from the office the Executive Director, RailTel, Kolkata -71 on any working day during the working hours. For any further information in regard to site conditions, facilities available at the work spot etc., the bidder may contact from the office of the Asstt.GM / RailTel/ Asansol on any working day during the working hours.
 - (c) In addition to the information given in the prescribed form of the Bid, the tenderer may also upload any additional relevant information connected with this tender if considered necessary, uploading copies of the documents relied upon.
 - (d) Submission of Tender does not bind the RailTel Authority for any claim of any

nature whatsoever.

12. The rate include all major/minor repair, servicing of vehicle, cost of lubricant, and all other consumable required from time to time, driver salary and allowances. All taxes, duties, incidental charges, penalties etc. as imposed by Central/State/ Local Government Bodies for running of vehicles, statutory recoveries on account of GST and income tax as applicable shall also be made from running accountbills. The agency proving the vehicle 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"
13.
 - a. **If the vehicle is out of order an alternative vehicle in good shape will be temporarily made available to RailTel, failing which vehicle will be hired from the open market. The cost of hiring as per actual payment made for hiring along with token penalty of Rs. 1000/- (Rupees One Thousand) only per occasion will be recovered from the dues payable to the contractor. This will be in addition to non-payment of hiring charges for the period of brakedown.**
 - b. The vehicle should be available to the RailTel with driver, fuel, engine oil etc. on all days of week irrespective of holidays as per direction of Official In-charge. However the duty hours and timing as directed by official In-charge may vary from time to time as per requirement of RailTel and contractor shall not have any claim over that duty hours shall start from the time driver with vehicle reported to official In-charge and will end at the time when driver of vehicle is discharged off by the official In-charge. However, total Km. run of the vehicle shall be measured from the nominated garage as starting point and endpoint.
 - c. The vehicle may be stationed as per direction of RailTel official in-charge. The instruction in this regard will be given by the official utilizing the vehicle at that time. The vehicle may have to stay at any work site as per requirement in Area or outside as decided by the official-in-charge. During stationing of the vehicle from its normal station no additional payment will be made whatsoever beyond though specified in the schedule ofwork.
 - d. No accommodation and garage facility will be provided by RailTel to the driver and for the vehicle. Contractor has to make his own arrangements for thesefacilities.
 - e. The contractor shall be completely responsible for safe running of vehicle. RailTel will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle ordriver.
 - f. Driver of the vehicle shall maintain a log book indicating the following particulars therein (a) Date (b) Time (c) From and To (d) Km. (e) Name of the official using the vehicle (f) Signature of the RailTel Official (g) Remarks.
 - g. Payment of hire charges will be made once in a month in the form of **NEFT** after the verification of log book as necessary by the RailTel Official after deducting Security deposit, Tax as per extant rules of the RailTel. The official who has use the vehicle will certify the bills at the end of the month.
 - h. Description of the vehicle (a) Make (b) **Commercial Registration No.** (c) Year of manufacture (d) Drivers name and license No. (e) Copy of Road Tax Clearance Token (f) Fitness Certificate (g) Reference of Blue Book will be required to be submitted along with theoffer.
 - i. Minimum wages shall be paid to the driver and other statutory obligation should met by the contractor at his owncost.
 - j. The driver should have a valid driving license and the vehicle should be insured against accident etc. as per rules and statutoryobligation.
 - k. The contractor shall indemnity RailTel Administration against all claims which may arise due to accident or otherwise or due to the break of the terms and conditions herein

and/owing to any sort of act of omission on the part if the contract during the currency of the contract.

- l. That, the contractor agrees to indemnify the RailTel Administration against all claims for compensation by or on behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the workmen's compensation Act VIII of 1923 and the RailTel Administration will be entitled to deduct from any sum of money due or payable to the contractor the amount of compensation the payable under the terms of Sec 12 of the said act. Together with all or any cost incurred by the RailTel Administration in such connection and the contractor further agrees that the decision of the engineering in-charge with respect the amount of such indemnify shall be accepted by him finally.
 - m. The model of the vehicle to be supplied will be **TATA SUMO (Non-AC) (Diesel model) /Mahindra Bolero or of similar capacity**. The vehicle should be in good fettle always.
 - n. The vehicle will be hire for **12 (twelve) months** from the date of acceptance of the tender. If RailTel desires, the period may be extend or reduce hiring period.
 - o. The vehicle should be **in good condition** and **should not be older than 4 (four) years** at the time of opening of tender.
 - p. The seats of the vehicle should maintain clean.
 - q. The driver should always **carry his identity card and driving license**.
 - r. The driver should always **wear proper uniform**.
 - s. The vehicle shall move as per the **direction of controlling official or other RailTel official** as per requirement.
 - t. The contractor shall have no claim if the vehicle are remaining **idle or runs more or less than 1150 (one thousand one hundred and fifty) kms. per month**.
14. **Validity of offer :**
The Tenderer(s) shall keep the offer open for a minimum period of 30 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.
15. **Price Basis, Currencies & Language of Bid**
The bidder shall quote rates only in the Schedule of work & Price Bid page 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 except GST Passenger tax, toll tax & parking which will be paid extra & will be 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.
16. The bidder shall quote rates for hiring vehicle in percentage below/above as required in the Schedule of work & price bid page, 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.
17. 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.
18. **Check – List**
The bidders are requested to duly fill in the checklist as per Annexure-VII. 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.

19. 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.
20. The rates accepted by RailTel Corporation shall remain unchanged till the currency of the contract. In case increase/ decrease the price of Diesel RailTel Corporation reserve the right to increase/ decrease rates as per the prescribed formula indicated below:
 - 20.1 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.
 - 20.2 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/-.
 - 20.3 For this purpose, firms are required to furnish initialed and current copy of bills (diesel price) along with monthly bill.
21. **PERFORMANCE BANK GUARANTEE:**
 - 21.1 **The successful bidder shall submit a Performance Bank Guarantee in the form of an irrevocable bank Guarantee amounting to 5% of contract value including GST**
 - 21.2 The successful bidder shall have to submit a Performance Bank Guarantee (PBG) within 15 (Fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PBG beyond 15 (Fifteen) days and up to 30 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any, payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
 - i) A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, Its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's bank.
 - ii) The Performance Bank Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This PBG shall be initially valid up to stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.B.G. extended to cover such time for completion of work plus 60 days.

- iii) The value of P.B.G. to be submitted by the contractor will not change for variation up to $\pm 25\%$ (either increase or decrease). In case during the course of execution, value of the contract increases by more than $+ 25\%$ of the original contract value, an additional Performance Bank Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
 - iv). The Performance Bank Guarantee (PBG) shall be released after work completion or satisfactory completion of service period and submission of no due certificate by the contractor.
- 21.3 Whenever the contract is rescinded, the Security Deposit as received shall be forfeited and the Performance Bank Guarantee shall be encashed. The balance work shall be got done independently without risk and cost of the failed contractor. The failed 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 a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other partnership firm.
- 22. **SECURITY DEPOSIT:**
 - 22.1 The amount of security Deposit is Rs. 5% of the contract value (Including GST). 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, etc. shall be accepted towards security deposit.
 - 22.2 Security Deposit shall be returned to the contractor after 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.
 - 22.3 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.
 - 22.4 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.
 - 22.5 The balance work shall be got done independently without risk and cost of the original contractor.
 - 22.6 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.
 - 22.7 The documents submitted along with the offer shall be page numbered, signed by the tenderer with their seal.
 - 22.8 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.
- 23. **PAYMENT:**
 - 23.1 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.

- 23.2 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 Area in charge of RailTel Corporation, for sanction of the amount of bill and pass the bill for payment. Claimed to be made through Tax invoice only being compiled to GST rule.
- 23.3 All payment shall be made by RTGS/NEFT only.
- 23.4 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.
- 23.5 The term "Payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract after deducting statutory deductions and any dues to the contractor.
- 23.5 Payment of on account monthly bill of the Tendered work will be arranged by Executive Director/Eastern Region through Jt. General Manager/ Finance/ Eastern Region.
- 23.6 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. GST will be paid as actual.
22. **Opening of E-Tender:**
- (a) The e-tenders will be opened online using the IREPS portal. No representative is required to be present for opening of tender and details of rates quoted and ranking of all the bidders etc. shall be available to the bidders in the website after the opening of the tender.
- (b) In case the date of closing mentioned in the NIT Header of e-tender document is declared a holiday/bandh/strike etc. on any account, the date of closing tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender. However, opening of tenders online will be on the following working day after the closing date/time of tenders.
23. **Determination of the Contract:**
- 23.1 **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.
- 23.2 **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 satisfaction of the user. The RailTel's decision on the necessity and propriety of such expenditure shall be final and conclusive.
- 23.3 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.
- 23.4 **TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**
- 23.4.1 (A) If the Contractor :
- (i) become bankrupt or insolvent or lunatic.
- (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 Engineer with regard to work, or contravene any provision of the contract, or
- (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 Fail to give at time of submitting the said tender:

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.

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

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.

- 23.4.3 **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.

24.0 **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.

25 **SETTLEMENT OF DISPUTE AND ARBITRATION**

- 25.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.
- 25.2 All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 25.3 The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 Lakhs. The arbitrator will be appointed by the CMD/MD/Chairman /RailTel. If the value of claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman /RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Chairman /RailTel shall appoint out of the panel, one name RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel Corporation of India Ltd.
- 25.4 Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.
26. **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.
27. **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.

28. 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.

For Executive Director
RailTel Corporation of India Ltd.
Kolkata – 700 071

The above instructions to Tenderers and Conditions for Tendering are understood and accepted by me/us.

Signature of Tenderer/s _____

Date :
Stamp :

रेलटेल
RAILTEL

CHAPTER – 4

Special Conditions of Contract

1. The scope of the work is Hiring of 01(one) No. Road Vehicle, Non-AC,TATA Sumo/ Mahindra Bolero or of similar capacity for ECL Project in West Bengal and Jharkhand States for RailTel Corporation of India Ltd., Eastern Region. The vehicle shall be used for RailTel's communication network maintenance in Eastern Coalfields Ltd. Way Bridges/ Mines/Collieries Area command area of the states for use of Eastern Coalfields Ltd.
2. The vehicle offered on hire 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 area of work for which tender submitted and adjoining area/States. 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 States with sufficient balance.
4. The contract shall be valid for a period of oneyear from the date of issue of letter of acceptance by RailTel Corporation of India Ltd. However if RailTel desires, the period of hiring may be reduced/ extendedfor further period of 1(one) year with the same rates, terms and conditions.
5. **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.
- (i) Vehicle shall mean the vehicle specified as per Schedule. The vehicle shall be based at headquarter indicated below:

Area of work	No. of vehicle	Head Quartered at	State
ECL area of West Bengal & Jharkhand states	01 No.	Asansol	West Bengal

- (iii) The vehicle will generally be utilized for 10-12 hours per day including Saturday. 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 Communication link failure/ 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.
6. 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.
7. The contractor shall supply the vehicles in good conditionand 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.
8. If desired by RailTel, 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. Decision of the committee with regard to the condition of the vehicle shall be final and binding on the tenderer.

9. This rate quoted by the tenderer shall be deemed to be inclusive of the following:-
 - 9.1 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, Driver's salary, driver's mobile phone charges, all types of payable taxes and his incentive or overtime allowance etc.
 - 10 Normal duty of the driver shall be 10-12 hours in a day round the year, including Festival time. Normal working hours shall be advised by the Area-in charge of RailTel to the driver. The driver of the vehicle shall keep himself in contact with the work-in charge of RailTel and shall be provided with mobile phone.
 - 11 The vehicle may have to travel the sites of all types of roads including Kachha road, mine area etc. The vehicle shall also be required to travel along the Railway embankment for approaching any desired spot or site. Any excuses about condition/non-existence of proper road will not be accepted.
 - 12 For travel outside the designated area of work necessitating night halt, Rs.200/- per night halt will be admissible/ payable.
 - 13 The kilometer calculation for the purpose of "vehicle run" shall reckon from designated garage (within 5 km. from normal reporting place) to garage. Normally the place of reporting shall be RailTel Office/Camp office distance from the garage of the vehicle. In case of situations where this is not applied, the official to whom the vehicle is attached shall decide the count of duty hours and KMs for both reporting and release of vehicle.
 - 14 The rates quoted by the tenderer shall not be revised or altered during the currency of the contract period.
 - 15 Bills for vehicle charges for any month shall be preferred in the first week of the following month to the office of Asst.GM/RailTel/Eastern Region at Asansol.
 - 16 The drivers of the vehicles will maintain log book. The log book should be signed by the work-in charge of RailTel. The book should be submitted to the work-in charge of RailTel or his representative for inspection whenever called for.
 - 17 The Company/Agency will ensure punctuality; booking and making available of the vehicle round the clock even at short notice.
 - 18 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 Area-in charge of RailTel shall be the final and binding on the contractor.
 - 19 Contractor shall provide a spare wheel (stepney) and necessary tools in a good working condition.
 - 20 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 RailTel Asansol office.
 - 21 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 upto 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.

- 22 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.
- 24 It is the responsibility of the contractor to ensure that the vehicles hired are clean, presentable and well-maintained at all times. Any defect in the vehicle pointed out by RailTel shall be got rectified by the contractor at his own cost.
- 25 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.
- 26 The contractor shall be liable to be fined upto 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 observe 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.
- 27 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.
- 28 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.
- 29 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 20 of “Instructions to tenderers and conditions of Tendering”

- 30 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.
- 31 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 inadvertent) by the contractor or his employees, representative etc. of such statutory provisions in force.

- 32 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.
- 33 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.
- 34 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.
- 35 The contract shall be governed by the General Conditions of Contract of RailTel.
- 36 The Driver shall ensure that the vehicle is always having sufficient fuel.
- 37 No mileage will be allowed for the Drivers to take lunch, breakfast or dinner.
- 38 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.
- 39 The agency should have commercial permit to use vehicle as a commercial vehicle.
- 40 The tender shall enclose with the offer copies of the following:
 - (i) Registration of firm/Trade license,
 - (ii) Valid 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) GST Registration Certificate as applicable
 - (vi) Valid vehicle insurance Policy
 - (vii) Offered Vehicle Fitness Certificate
 - (viii) Pollution under control certificate
- 41 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 offer.
- 42 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.
- 43 Conditional tender liable to be rejected.

Chapter –5

SCHEDULE OF WORK& PRICE BID

Open e-Tender No. : Tender No. RCIL_ER_2019-20_1124 Dt.08.11.2019

Name of the work: Hiring Non-AC, TATA Sumo/Mahindra Bolero or vehicle of similar capacity for ECL Project in West Bengal and Jharkhand States for RailTel Corporation of India Ltd., Eastern Region.

Schedule 'A'

Sl. No.	Description of Work	Unit	Qty. (period of hiring in months)	Estimated Rate per month (Rs.)	Amount (Rs.)
1	Hiring of 01(one) No. of Non-AC, TATA Sumo/Mahindra Bolero or vehicle of similar capacity for ECL Project in West Bengal and Jharkhand States. The rate includes all Taxes, Road Permit, License fee, Driver wages, all repair minor/major along with cost likely to be incurred for day today maintenance of vehicle complete in all respect.	Per vehicle per month	12 months	21,500.00	2,58,000.00
2	Running expenses per km. of uses of vehicle of any type of road kuccha/pucca in cities/villages/jungle/mine area etc. and as directed by the RailTel Area-in-charge. The rate will include all taxes, License fees, Road permit, cost of fuel, POL or any other incidental charges that may be required to run the vehicle complete in all respect.	Per km. per month	12 months, 1150 km. per month	10	1,38,000.00
Estimated cost (Rs.)					3,96,000.00

PRICE BID:

Estimated cost of the work: Rs. 3,96,000/- (Rupees Three Lacs Ninety Six Thousand only) Excluding GST	Rate quoted _____ % above/ below/at par (Shall be filled online in IREPS portal only)
--	---

- (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 digitally signed the tender document in confirmation thereof.
- (3) Above rates are inclusive of all taxes, excluding GST, Toll Tax, Parking & Ferry Charges.

Signature of tenderer/s
Address:

General Notes:

- (1) Tenderer shall supply all material/ consumables required.
- (2) 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.

- (3) 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.
- (4) The vehicle should be available round the clock, as and when required.
- (5) Price variation in respect of fluctuations in cost of Diesel of normal quality as per clause no.20.1 & 20.2 of "Instructions to tenderers and conditions of Tendering"

(Signature of the Tenderer with Seal)



ANNEXURE – I

FORM OF AGREEMENT

An Agreement made this..... day of two thousand and nineteen 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 to 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. Tender No. RCIL_ER_2019-20_1124 Dt.08.11.2019
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 vehicle not more than 4 years old 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. 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.
9. 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 13a of Instructions to Tenderers and conditions for Tendering of the Bid Document.
10. 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:-
11. Non-availability or refusal of vehicles as requisitioned by RailTel for whatsoever reason under this contract shall invite penalty as per clause 13a. of Instructions to Tenderers and conditions for Tendering of the Bid Document per occasion.
12. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the Contractor. RailTel shall have no liability whatsoever.
13. 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.
14. 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.

15. 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.
16. The Contractor shall also be liable for all fines, penalties, and the like traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and accordingly indemnifies the RailTel against all such liability.
17. 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.
18. 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.
19. 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.
20. Contractor shall not engage any person below 18 years of age.
21. 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.
22. 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 and @ Rs. ___/(in fig.)-(Rs. In words) per km. run charges 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:

Signature:

Name:

Name:

Address:

Address:

Date:

Date:

Annexure 'A': Tender No. _____ Dt. _____

Annexure 'B': LOA No. _____ Dt. _____

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 & 16th 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 _____ 2019

For
(Indicate the name of the Bank)

Witness:
Signature :
Name :
Signature :
Name :

NOTE: The Guarantee shall be valid for a period of 60 (sixty) days after the expiry of the warranty period of the contract



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. (valid)	:	
6.	FAX Nos.	:	
7.	Category of the firm: Whether Partnership/ Ltd. Co./ Sole proprietorship etc.	:	
8.	Details of Vehicle owned/Undertaking given	:	
9.	Email id	:	

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

STATEMENT OF DEVIATIONS
PROFORMA FOR STATEMENT OF DEVIATIONS

The following are the particulars of deviations from requirement of the Instructions to Tenderers and Conditions of Tendering and Special conditions of Contract.

Preamble (Chapter I)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
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Instructions to Tenderers and Conditions of Tendering(Chapter-3)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
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Special Conditions of Contract (Chapter-4)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
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Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "no deviations".

SIGNATURE AND SEAL OF THE
MANUFACTURER / TENDERER

२०१८०१
RAILTEL

ANNEXURE 'V'

Jt. General Manager (Finance)
RailTel Corporation of India Ltd. (Regional Office)
Chatterjee International Centre,
33A Jawaharlal Nehru Road,
Kolkata – 700 071

Sub. : Option for Payment through RTGS/NEFT

Sir,

You are requested to remit the payment due to us through RTGS/NEFT into our Current Account. The detail required duly verified by our bank for online payment is provided here under for needful please.

DETAIL REQUIRED FOR PAYMENT THROUGH RTGS/NEFT

1	Beneficiary Name	: M/s
2	Beneficiary Address :	:
3	PAN No.	:
4	GSTIN (list)	:
5	Bank A/c No.	:
6	Bank A/c No.	:
7	Bank Branch Address	:
8.	Branch Id Code :	:
9.	Current Account No.	:
10.	RTGS / IFSC Code	:
11.	NEFT/ IFSC Code	:
12.	MICR No.	:

I do hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, RailTel will not be held responsible. Further, I undertake that till we request a change, paying authority may kindly continue to make the payments in our account as per above detail.

For Verified above Bank Particulars for Online payments

Authorized Signatory

Bank's Authorized Signatory

ANNEURE-VI**NO NEAR- RELATIVE DECLARATION AND CERTIFICATES**

(To be submitted by either authorized signatory or proprietor, or each partner/ director in case of partnership Firms/Companies/ Agencies)

I _____ son/ daughter/ wife of
 Shri _____ Proprietor/
 Partner/ Director/ Authorized Signatory/ Representative of M/s. _____

(Name and address of the bidder) is competent to sign this declaration /certification and execute the tender document regarding "Hiring of one Road Vehicle, Non-AC, TATA Sumo/Mahindra Bolero or vehicle of similar capacity for ECL Project in West Bengal and Jharkhand States for RailTel Corporation of India Ltd., Eastern Region";

I _____ resident _____ hereby certify that none of relatives of mine/proprietor/ partners/ directors of the Firm/ Company/ Agency is / are employed in the units where he/ she is going to apply for the Tender.

I have carefully read and understood all the Terms & Conditions of the Tender Document and undertake to abide by the same;

I also certify that our Firm/Company/Agency will observe all legal formalities or/and obligations under the contract well within time. In case of failure to observe any of the legal formalities or/and obligations. I shall be personally liable under the appropriate law.

I also hereby certify that the Firm/Company/Agency namely M/s. _____ is currently not blacklisted or debarred by RailTel, or any other Government Department from taking part in Government tenders.

The Information/documents furnished here and along with the tender document are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Bidder/Proprietor/Partners/Director/Authorised Signatory)

Date:
Place:

Full Name: _____
 Address: _____
 Seal: _____

ANNEXURE – VII**CHECK LIST OF DOCUMENT SUBMISSION**

S No.	Documents to be submitted	Submitted	Not submitted	Remarks
1.	Offline submission of Power of attorney and Affidavit as per Annexure 'A' (Page No. 7 & 8 of the Tender Document)			
2.	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 GST Registration number copy of 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/document for exemption of submission 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 and Notarized lease/ hire agreement between the owner and the tenderer if the car offered is not owned by the tenderer (if applicable)			
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.			
12.	Last three years Income Tax Return			
