

RailTel Corporation of India Limited

(A Government of India Enterprise, Ministry of Railways)

Northern Region

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

Ph: (11) 22185933, 22185934, FAX: +91 (11) 22185978

Tender Document

For

“Hiring of one Non-AC Tata Sumo/Bolero/Xylo/Chevrolet Enjoy or similar vehicle with commercial registration for Maintenance of optical fiber cable in the section Lucknow of RailTel, having (06+01) or higher seating capacity along with fuel and driver for (7*24) Hrs and 2500 KM per month for a period of Two Years.”

(Tender No. RailTel/Tender/OT/NR/LKO/Vehicle-Lucknow/18-19/66 Dated:15.02.2018)

Index Sheet

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OPEN TENDER NOTICE

Tender No. RailTel/Tender/OT/NR/LKO/Vehicle-Lucknow/18-19/66

Dated:15.02.2018

RailTel Corporation of India Limited, Northern Regional Office, invites sealed tenders for “Hiring of one Non-AC Tata Sumo/Bolero/Xylo/Chevrolet Enjoy or similar vehicle with commercial registration for Maintenance of optical fiber cable in the section Lucknow of RailTel, having (06+01) or higher seating capacity along with fuel and driver for (7*24) Hrs and 2500 KM per month for a period of Two Years.”

a)	Type of Tender	Open Tender
b)	Sale of Tender Documents	From 11:00 Hrs on 14.03.2018
c)	Closing of sale of Tender Documents	Upto 17:00 Hrs on 17.04.2018
d)	Submission of tender documents	Upto 15:00 Hrs on 18.04.2018
e)	Date and time of opening of tender	At 15:00 Hrs on 18.04.2018
f)	Approximate Cost of the tender	Rs. 8,53,560/-
g)	EMD Cost	Rs. 17,100/-
h)	Validity of offer	90 Days
i)	Completion period	Two Years

Cost of Tender Document: Rs. 1180/- (One Thousand One Hundred and Eighty only) inclusive of GST as applicable (Rs. 1770/- if required by post) payable by Bank Draft in favor of **RailTel Corporation of India Limited Payable at New Delhi** from any scheduled bank(Non-Refundable).

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

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

Date
Place

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Signature of the contractor

Chapter-I

Offer Letter

To

GENERAL MANAGER/OPERATIONS
Regd. Office, Northern Region
RailTel Corporation of India Limited
6th Floor, Block III, Delhi IT Park,
Shastri Park, Delhi – 110053

I/We _____ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work "As per the SCHEDULE OF RATE" for Tender No. RailTel/Tender/OT/NR/LKO/Vehicle-Lucknow/18-19/66 Dated: 15.02.18 for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work with all respect within **Two Years** from the date of issue of Letter of Acceptance. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the work according to the Specifications for materials and works laid down by the Railtel for the present contract.

A sum of Rs.----- only as an Account Payee Demand Draft No.----- dt. ----- issued by ----- is herewith forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 30 days after receipt of orders to that effect.

SIGNATURE OF CONTRACTOR (S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2.

Date
Place

Chapter- II**SCHEDULE OF RATE****Tender No. RailTel/Tender/OT/NR/LKO/Vehicle-Lucknow/18-19/66 Dated:15.02.2018****Section - Lucknow State - U.P****HQ at Lucknow**

S.No.	Description	Unit	Rate (in Rs.)	Period(in Month)	Total Amount for Two Years (in Rs)
1	"Hiring of one Non-AC Tata Sumo/Bolero/Xylo/Chevrolet Enjoy or similar vehicle with commercial registration for Maintenance of optical fiber cable in the section Lucknow of RailTel, having (06+01) or higher seating capacity along with fuel and driver for (7*24) Hrs and 2500 KM per month for a period of Two Years."	Per month per vehicle		24	
2	Extra running charges of vehicle per KM local as well as out side jurisdiction/month (over 2500 km per month up to 3000 km)	Per km per vehicle	Rs. 9/-	FIXED	

Total Amount (in words): Rupees

Note:

1. The rates are inclusive of all the taxes including GST etc.
2. The tenderer shall quote for item no. 1 above only and the rate of item no. 2 is fixed as Rs 9/- per km beyond 2500 km up to 3000 km.

Date
Place

Chapter III

Commercial Terms & Conditions

1. Offer letter and validity of offer

- 1.1 The bidder shall complete the offer letter and the price schedule furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices, etc.
- 1.2 The offer should remain valid for a period of **90 days** from the date of opening of the tender.

2. Delivery of vehicle

- 2.1 The vehicle will be hired for Two Years from the date of issue of Letter of Acceptance.
- 2.2 This vehicle will be required for Dept-Team in **Lucknow** section HQ at **Lucknow** for local journey/travel in the section as well as other parts of state of U.P.

Please see details of vehicle requirement in Special Terms and Conditions, Chapter V.

3. Payment Terms

- 3.1 On monthly basis Bills shall be submitted in triplicate along with the
 1. Log Book showing the kilometerage.
 2. RC of the vehicle on first time payment and after than everytime if vehicle changed.
 3. Toll tax, Parking Receipts should be signed by user.
 4. The bill should be verified by user to ensure that the bill is in accordance with log book, toll tax, parking charges etc.

Bill passing officer is Territory Manager and Bill paying officer is DGM/JGM/Finance.

4. Performance Guarantee

On receipt of the Letter of Acceptance of Tender from the RailTel the successful Tenderer should give a Performance Guarantee in the form of irrevocable bank guarantee from State Bank of India/any Nationalized Bank or from any Scheduled Bank in the Form no. 2, amounting to 10% of the contract value and

valid for a period of 4 months beyond delivery period towards satisfactory performance of contract. The Performance Guarantee shall be returned after successful completion of contractual obligation and acceptance of material duly accepted by consignee. The Performance Guarantee will be forfeited if the contract is terminated by the Purchaser on account of Contractor's default.

The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 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 PG 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.

4A. Agreement

The successful Tenderer shall within 30 days after award of contract be bound to execute an agreement based on accepted rates and condition in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and schedule of prices referred to therein completed (Form no. 1)

5. Bid Prices, Taxes & Duties

5.1 The rates quoted shall be all inclusive & should include following inter alia on monthly basis

- a) **Wages of driver**
- b) **Maintenance of vehicle**
- c) **Petrol/Diesel/Lubricant charges**
- d) **GST and other levies**
- e) **State entry Charges**

5.2 The price quoted by the bidder shall remain fixed during the entire period of Two Years contract and shall not be subject to variation on any account. However any increase/decrease in GST /Statuary tax will be on the purchaser account.

6. Statutory Deduction

These will be made at source as per the rules prevalent in the area of work.

7. Issue of Purchase Order / Award of Contract

The purchaser shall consider placement of orders for commercial supplies on those bidder whose offers have been found technically and commercially acceptable and are lowest. The issue of purchase order shall constitute the award of contract on the bidder. The bidder shall within 30 days of issue of Purchase Order / Letter of Acceptance, give his acceptance along with Performance Guarantee as per Clause 4.

8. Purchaser's right to vary quantities

The Purchaser reserves the right at the time of award of contract to increase or decrease by upto 50% of the quantity of goods and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions.

9. Purchaser's right to accept any bid and to reject any or all bids

The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the purchaser's action.

10. Earnest Money Deposit (EMD)

Earnest Money as per Tender Notice shall be submitted in the form of Demand Draft from any Nationalised / Scheduled Bank in India in favour of "RailTel Corporation of India Ltd. payable at New Delhi." EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer before validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase Order and furnish performance security in accordance with Clauses 4 and 7.

10.1 Tenders not accompanied by Earnest Money shall be summarily rejected.

10.2 Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible.

10.3 The successful bidder's bid security will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the Performance Guarantee in accordance with Clause 4.

11. Tenderer shall submit a 'No deviation' certificate as per Form no. 3.

12. Force Majeure

Force majeure shall mean –

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

13. Settlement of Disputes

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

14. Governing Laws

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

15. Termination for Default

- A. The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part.
 - a) If the contractor fails to deliver any or all of the Vehicles within the time period(s) specified in the contract.

- b) If the contractor fails to perform any other obligation(s) under the contract; and
 - c) If the contractor, in either of the above circumstances(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- B. In the event the purchaser terminates the contract in whole or in part, the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the contractor shall be liable to the Purchaser for any excess cost for such similar goods. However, the contractor shall continue performance of the contract to the extent not terminated.

16. Termination for Insolvency

The purchaser may at any time terminate the contract by giving written notice to the contractor, without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect to the Purchaser.

17. Insurance

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

18. Submission of Tender Bid (Single Packet System)

- 18.1 The tender bid shall be submitted at the following address in a sealed cover super-scribing it with 'the name of Tender' and 'due date of opening' and shall be addressed to:

GENERAL MANAGER/OPERATIONS
Regd. Office, Northern Region
RailTel Corporation of India Limited
6th Floor, Block III, Delhi IT Park,
Shastri Park, Delhi – 110053

- 18.2 **Earnest Money Deposit (EMD)** equal to as indicated in the Open Tender Notice in the form of Account Payee Bank Draft in favour of RailTel Corporation of India Limited, payable at Delhi, should be enclosed with the tender bid. The envelope containing the bid should be sealed by the personal seal of the bidder. Each and every page of the bid should be numbered and signed by authorized representative of the firm. Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed with the bid.

- 18.3 Bid should be delivered to the above address so as to reach **upto 15.00** hours of dt as indicated in the Open Tender Notice. The bids shall be opened **at 15.00** hours on the same day in the above office in the presence of those representatives of the bidders who choose to be present. Bids received after due date and time shall be summarily rejected and shall not be opened. If the above said date happens to be a holiday the same shall be done on the next working day.12.30 hours
19. All Clauses of Commercial Conditions of Contract shall be applicable for this tender.



Chapter IV

FORMS OF TENDER



Form No. 1

AGREEMENT

(On Stamp Paper of Rs 100.0)

(CA No.)

This AGREEMENT is made at New Delhi on this ____ day of _____ two thousand and by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered office at RailTel Corporation of India Limited, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi – 110053, acting in the premises through ED/Northern Region (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

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

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

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

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

Date
Place

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Signature of the contractor

purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

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

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

The contract within named in the presence of :

1. Signatures

Date

Name in Block Capitals

Address:

2. Signatures

Date

Name in Block Capitals

Address:

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

The contract within named in the presence of :

1. Signatures

Date

Name in Block Capitals

Address:

2. Signature

Date

Name in Block Capitals

Address:

Annexure "A" : Tender Paper no. With corrigendum

Annexure "B" : Firm's offer,

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

Annexure "D" : copy of contract performance guarantee



Form No. 4

CONTRACT PERFORMANCE GUARANTEE BOND

(On Stamp Paper of Rs one hundred) (To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, Northern Region, 6th floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110 053 (Herein after called the RailTel) having agreed to exempt..... (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. dated made between RailTel Corporation of India Limited and..... for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rs. only). We,..... (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We,(name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....only.

Date
Place

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Signature of the contractor

We,(name of bank) undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We,(name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.

We,.....(name of bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s)/ Supplier(s).

We (the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated theday of 2018

for (indicate the name of the Bank)

Witness

Signature

Name

Signature

Name

NOTE: The Guarantee shall be valid for a period of four months beyond delivery period towards satisfactory performance of contract.



Form No. 3

STATEMENT OF DEVIATIONS

(PROFORMA FOR STATEMENT OF DEVIATIONS)

1. The following are the particulars of deviations, Commercial Terms & Conditions(Chapter-III) and Special conditions of Contract (Chapter -V):

Commercial Terms & Conditions(Chapter-III)

Clause	Deviation	Remarks (Including Justification)
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Special Conditions of Contract (Chapter V)

Clause	Deviation	Remarks (Including Justification)
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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

Date
Place

Chapter V

Special Terms and Conditions

1. This vehicle is required for the official use of Departmental team as stated in the Open Tender Notice of this Tender Document **for Maintenance of optical fiber cable in the referred section of RailTel**. Although the vehicle will be based at HQ of the Section mentioned in Open Tender Notice but it may have to go to the adjacent places wherever and whenever it is required. This vehicle is required for 24 hour services.
2. No additional charges/taxes in any form including state entry charges will be admissible except parking charges / Toll Tax which will be as per actual.
3. The vehicle offered shall be a commercial vehicle and not be more than 2 years old at the time of induction into the service. Also firm shall be registered with concerned appropriate government authority having GST & PAN no. Firm shall provide proof of both while submitting the tender.
4. The vehicles must be mechanically sound and decently maintained with neat and clean loose seat covers.
5. The drivers must be well mannered, and attend the duty on time in proper and clean uniform with name badge and with valid driving license.
6. The vehicle being sent by the agency will be regularly inspected by the officers nominated for the purpose and in case of non-compliance of any of the conditions, a penalty up to Rs 500/- per case shall be imposed on the defaulting agency/firm.
7. The contract shall normally be valid for a period of Two Years from the date of issue of acceptance letter of RailTel Corporation of India Limited.
8. No night charges will be paid.
9. The kilometreage for the purpose of vehicle-run shall reckon from Dept team HQ to Dept team HQ.
10. In cases wherever the car/Vehicle fitted with AC system are supplied, only ordinary charges will be paid.
11. The rates quoted by the tenderer shall not be revised or altered during the currency of the contract period.
12. 15 minutes time will be allowed both ways for reporting and off duty for the purpose of charges. Reporting and relieving time as directed by the officer concerned should be strictly adhered to by the driver concerned.

13. Bills for hire of vehicle charges for any month shall be preferred in the first week of the following month to TM of the concerned territory, RCIL or his representative.
14. The drivers of the vehicles will maintain log books which will be supplied by RailTel in respect of each vehicle. The log book should be signed on daily basis by the officer travelling. The log book should be submitted to Territory Manager of the concerned territory, RCIL or his representative on demand. Log Book should contain- Name of Driver, Vehicle Number and Running Kilometer.
- 14.1 Bill passing officer is Territory Manager and Bill paying officer is DGM/JGM/Finance.
15. The company/agency will ensure punctuality; Supply of vehicles round the clock, with team Hq.
16. No mileage will be allowed for the drivers to take lunch or breakfast.
17. 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.
18. In the case of monthly package, the company/ agency will ensure that the vehicle and driver of the vehicle once engaged for Dept team should not be changed frequently other than in exceptional condition.
19. In case of unsatisfactory service, kilometreage or in any respect whatsoever, the decision of RailTel shall be final.
20. In case of breakdown of vehicle or other such eventuality alternative vehicle will be arranged by the contractor promptly at his own cost.
21. Govt. Taxes as applicable from time to time will be deducted at source by RailTel.
22. The driver of vehicle shall carry a mobile phone for receiving calls from RailTel officials. No payment shall be made by RailTel, however, on this account.
23. Contractor must obey and meet all the Government direction and guidelines as per law.
24. The following definitions shall apply for the purpose of this tender:-
 - (i) Day means a Calendar day starting from 00.00 hours to 24.00 hours.
 - (ii) Vehicle shall mean the vehicle specified as per Schedule. The vehicle shall be based at **HQ**.
 - (iii) The vehicle will generally be utilized for 10-12 hours per day but can be called at any time in terms of Clause 1. Time of reporting may be charged 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. No extra payment will be made for night duty. In emergency like Railway accident / communication link failure 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.

25. The tenderer shall quote the monthly rate of hire of the vehicle. This rate shall be deemed to be inclusive of the following:-
 - 25.1 All maintenance expenditure of the vehicle, i.e. major or minor repairs required for good running of the vehicles.
 - 25.2 Rate shall include the cost of Diesel/Petrol for running of the vehicle upto the specified kms run per month. This includes lubricants and all consumables required. In case, the vehicle is required to run beyond the stipulated kms in a month, payment shall be made at fixed rate per km as mentioned in Schedule of Rates Item No. 2 beyond the stipulated kms.
 - 25.3 Rate shall include the driver's salary, all types of payable taxes.
 - 25.4 Any other charges required for of this contract.
26. In kilometre calculation for the purpose of “**vehicle run**” shall reckon from garage (Team Hq) to garage (Team Hq). Normally the place of reporting shall be RailTel Departmental Team for Lucknow Section at HQ Office or the residence of the team. The count of duty hours and kms is start when vehicle are outgoing from Hq and closed at returning of vehicle in Hq.
- 27.1 The contractor shall ensure that the vehicle is made available every time to the officer-in-charge, failing which penalty shall be imposed at the rate of Rs 1000.00 per day.
- 27.2 In addition to the Clause 27.1 above, for non-provisioning of vehicle, the per-day basis charges shall not be paid as per schedule rate.
- 27.3 In case the contractor fails to supply the vehicle on demand, RailTel reserve the right to hire the vehicle from other agency. In such case, the extra amount paid for hiring of the vehicle from other agency will be deducted from the contractor's bill in addition to as per clause 27.1 & 27.2 above.
- 27.4 In case of break-down of any hired vehicle provided the agency, the agency should provide similar substitute vehicle within a reasonable time i.e. one hour from the time of intimation. Failing which a penalty of Rs. 1000/- per such case will be deducted. In case no vehicle is arranged then, per day charges will be deducted in addition to Rs. 1000/-

28. The tenderer shall submit all papers, certificate (i.e., Registration Certificate, fitness certificate and insurance policy, driver license and his Aadhar number, etc.) of the vehicle along with offer.
- 29.1 In case the vehicle offered for hiring is not owned by the tenderer, a copy of notarized lease/hire agreement between the owner of the car and the tenderer shall be enclosed with the tender.
- 29.2 In case the tenderer wishes to purchase a new vehicle or intends to hire a new vehicle for RailTel, if their offer is accepted, they have to submit an undertaking stating that the vehicle will be purchased and given to RailTel on hire within 30 days from the date of issue of Letter of Acceptance. If the tenderer does not comply the undertaking after awarding of work, RailTel will forfeit the EMD. If the tenderer complies with the above condition, EMD will be released within a reasonable time from date of deployment of the vehicle. During the intervening period between time of award of contract and provision of new vehicle on hire, the contractor shall provide an alternate vehicle.
30. No frequent change of driver will be allowed. The contractor shall be liable to be fined up to sum of Rs 500/- at the sole discretion of the administration for every change of third driver without permission of officer concerned. However, in case of any misbehavior by the vehicle driver or any negligence in duties/driving the vehicle, RailTel reserves the right to ask for the change of the driver and/or levy the penalty under Clause 6 above.
31. The contractor shall ensure that the antecedents of the driver reporting for duty are verified by the Police and he is in possession of the same while on duty. Driver should be a valid driving license holder and should be well conversant with the road routes in the area mentioned in 2.2 of commercial terms & condition of chapter -III. The contractor shall be responsible for discipline and behavior of drivers deployed by contractor. Drivers are not to leave their duty unless permitted to do so by the officer/representative of RailTel. Driver once deployed can only be changed after the approval of the concerned officer in charge.
32. **(a)** In circumstances, when the hired vehicle is involved in any violation of traffic rules, of an accident resulting in loss or damages to property and life with respect to the vehicle, driver, passenger or any third party the responsibility for any legal or financial implication shall rest solely with the contractor. The RailTel administration shall have no liability what-so-ever in this regard.
- (b)** The contractor shall fulfill all obligations under various labour laws in force regarding deployment of contract workers in respect of services provided under this contract.
- (c)** By virtue of this agreement, no relation will be created between the driver of the vehicle and the RailTel.

33. Compliance of all statutory obligations shall be ensured by the contractor and claims against any liability falling on RailTel due to non-compliance of statutory obligations by the contractor or any of its agents/servants/driver or for any reason whatsoever would be borne by the contractor.
34. The contractor shall be responsible for all litigation arising out of accident, non-payment of road tax and other dues to the appropriate authority and also for payment of compensation to drivers and any other involved parties in the event of death/injuries/damage etc.
35. The contractor shall be responsible for keeping the vehicle insured in compliance of the provisions of Motor Vehicle Act.
36. The contractor shall be responsible for compliance of the legal provision in respect of the vehicle and shall indemnify the RailTel for any loss on this account.
37. Any tampering found with the distance meter of the vehicle shall result in imposition of heavy penalty which shall be equivalent to Rs.500/- in first instance, Rs.1000/- in second instance and Rs. 1500/- in third instance and thereafter on every occasion. Notwithstanding anything stated above, detection of such a mistake may lead to discharge/termination of services at the discretion of nodal officer in-charge of hiring vehicle.
38. The contractor will ensure that the tanks of vehicle supplied are fully filled up with diesel/petrol/CNG before this is sent for duty.
39. During the periodical maintenance of the vehicle contractor/service provider shall provide standby vehicle.
40. The vehicle shall always carry first aid box and mandatory spares viz. tool kit, fuses, spark plugs, fan belts, fire extinguisher, torch, umbrella etc.
41. **Wages to labour**
The Agency shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 and latest amendment , if any.
42. **Provisions of Payments of Wages Act**
The Agency shall comply with the provisions of the Payment of Wages Act, 1936 and latest amendment, if any.

43. The contract with mutual consent is extendable further for one year after completion of two years.
44. RailTel can short close the contract at any point of time during the currency of contract by serving one month notice to the contractor.





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