



RAILTEL CORPORATION OF INDIA LIMITED

2nd Floor, 'B' Block, Rail Nilayam,
Secunderabad – 500071.

Tele: 27821134 Fax: 27820682

TENDER DOCUMENT

Tender No: RailTel/Tender/OT/SR/HQ/2018-19/24

Dt.07.09.2018

Name of Work:

Providing of Vehicles on hire basis for Officers in Regional Office,
RailTel Corporation of India Ltd, Southern Region, Secunderabad as
per schedule of requirement



RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region Head Quarters, Second Floor, B-Block, Rail Nilayam, Secunderabad-500071 (AP)

visit www.railtelindia.com, Tel: 040-27821134 Fax: 27820682,

Corp.& Regd.Office: 10th Floor, Bank of Baroda Building, 16-Parliament Street, New Delhi-110001.

TENDER NOTICE

Tender Notice No. RailTel/Tender/OT/SR/HQ/2018-19/24 Dt.07.09.2018

RailTel Corporation of India Ltd., Secunderabad invites sealed tenders for "Providing of Vehicles on hire basis for Officers in Regional Office, RailTel Corporation of India Ltd, Southern Region, Secunderabad as per schedule of requirement (SOR) and conditions for a period of one year as per details given below:

| Sl no | Description of item /work/service | HQ | App. Cost for one year for 6 vehicles Excluding GST | EMD in Rs. |
|-------|---|--------------|---|------------|
| 1 | Providing of vehicles on hire basis for Executive Director/RGM /SR and General Managers | Secunderabad | 28,80,000/- | 57,600/- |

| | | |
|----|---|---|
| a) | Sale of Tender Documents. | From 10.09.2018 |
| b) | Closing of sale of Tender Documents | 10.10.2018 at 12.30 hrs (By Hand) |
| c) | Submission of tender documents. | 10.10.2018 on or before 15.00 hrs. |
| d) | Opening of tender documents. | 10.10.2018 at 15.30 hrs. |
| e) | Validity of offer | 45 days from the date of opening of tender. |
| f) | Address for availability of tender document | Office of Regional General Manager, Southern Region, RailTel Corporation of India Limited, 2 nd Floor, B-Block, Rail Nilayam, Secunderabad-71. |
| | Web address for availability of tender document | Detailed tender notice and tender document are also available at our website www.RailTelindia.com . |
| | Cost of Tender document by hand/downloaded from RailTel website | Rs.3,540/- (In the form of Bank Draft in Favour of RailTel corporation of India Ltd. Payable at Secunderabad) inclusive of GST@18% |
| | Cost of Tender document if required by post | Rs.4,130/- (In the form of Bank Draft in Favour of RailTel corporation of India Ltd. Payable at Secunderabad) inclusive of GST@18% |

| | |
|--|--|
| | If the tender document is downloaded from the website then the cost of tender document as stated above have to be submitted along with the offer in the form of Bank Draft in favour of RailTel Corporation of India Ltd. payable at Secunderabad. Documents received without the cost of tender will summarily be rejected. (please see NOTE for exemption) |
|--|--|

The tender document should be sealed in a cover duly superscripted tender No., and name of the work and shall be dropped in the Box kept in the office of Executive Director/RGM, Southern Region, RailTel, Second floor, B-Block, Rail Nilayam, Secunderabad, as mentioned above. RailTel is not responsible for delay or loss in transit. The tenderer may be present at the time of opening of tenders, if they desire. Late/delayed/ incomplete tenders and tenders with insufficient EMD will be summarily rejected*.

Eligibility Criteria for Tender:

- (1) Tenderer must have completed successfully and satisfactorily at least one single similar work of supplying at least 2 vehicles on hire basis to a single Central Government/State Government / Central PSU organization/office/ reputed private sector telecom service providers/infrastructure providers for continuation period of 12 months during the preceding three years (i.e. current financial year and three previous financial years).
- (2) The total contract amount received by the tenderer during the last three years as per Audited balance sheet should be a minimum of 150% of advertised Tender Value of work. Offers not accompanied by Audited balance sheet will not be considered.

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

*** Note:**

1. 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. However, postage charges of Rs. 500/- would have to be paid by them, in case they need tender document by post.
2. **Firms claiming for the above exemptions under NSIC/MSME or others, have to submit supporting documents as per clause no 9.2.6.1 of preamble without which their offers will be considered as invalid and liable for rejection**
3. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process

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

Sd/-

Sr. Manager/Admn./SC
For RGM/SR

RailTel Corporation of India Limited, Secunderabad

Section I Chapter 1

Preamble

Tender No. RailTel/Tender/OT/SR/HQ/2018-19/24 Dt.07.09.2018

1. **Name of work:** Providing of Vehicles on hire basis for Officers in Regional Office, RailTel Corporation of India Ltd, Southern Region, Secunderabad as per schedule of requirement:

| Sl no | Description of work/service | HQ | App. Cost for one year for 6 vehicles Excluding GST | EMD |
|-------|---|--------------|---|---------|
| 1 | Providing of Vehicles on hire basis for Executive Director/RGM /SR and General Managers | Secunderabad | 28,80,000/- | 57600/- |

1.1 Tender Bid The tender bid shall be submitted in **sealed covers** super scribed with Tender No and addressed to Executive Director/RGM (Southern Region), RailTel Corporation of India Ltd, II floor, 'B' block, Rail Nilayam, Secunderabad-500 071 **Awarding contract or not awarding is at the sole discretion of the RailTel Corporation of India Ltd**

2 Tender offers: The Tenderers are required to quote **unit rate** in figures and words as indicated in the schedule of requirement at Section II Chapter 3. Rate of **GST tax** required to quote separately. If there is any discrepancy in the quoted rates both in figures and words, the rates quoted in words will be taken as final.

3. Currency of the Contract:

The currency of the contract shall be **one year** from the date of issue of PO/LOA extendable year after year depending on the performance of the contractor **on the same rate, terms & conditions of the contract at the discretion of RailTel**. However, the Contract may be terminated by giving one month's notice as and when required by RailTel.

4. **Cost of Tender Book:** Rs. 3,540/- (inclusive of GST@18%) (Rs.4040/- if required by post) towards cost of tender book to be submitted in form of Demand Draft from any scheduled bank in favour of RailTel Corporation of India Ltd., payable at Secunderabad. Tender sealed and super scribed as mentioned above can also be sent by Registered Post with acknowledgement due, to the above mentioned Office. The Tenders which are received after the time and date specified above shall not be considered. For delays by Department of Posts/courier agency RailTel will not be responsible.

Note:

- i. Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered supply/work/service is exempted from submission of Cost of Tender and EMD. However, copy of valid NSIC/MSME certificate must be submitted along with offer failing

which their offer will be rejected. However, postage charges of Rs. 500/- would have to be paid by them, in case they need tender document by post.

- ii. **Firms claiming for the above exemptions under NSIC/MSME or others, have to submit supporting documents as per clause no 5.6.1 of instructions to tenderers without which their offers shall be considered as invalid and liable for rejection**

5. **ELIGIBILITY CRITERIA:**

5.1 **Technical Capability:**

Tenderer must have completed successfully and satisfactorily at least one single similar work of supplying at least 2 vehicles on hire basis to a single Central Government/State Government /Central PSU organization/office/ reputed private sector telecom service providers/infrastructure providers for continuation period of 12 months during the preceding three years (i.e. current financial year and three previous financial years). MOU's will not be considered for eligibility.

5.2 **Financial Capability:**

The total contract amount received by the tenderer during the last three financial years as per Audited balance sheet, should be a minimum of 150% of advertised Tender Value. Offers not accompanied by Audited balance sheet and P&L A/Cs will not be considered

6. The tenderer shall produce along with tender paper the **documentary support for their experience**. The tenderer also state the number of vehicles, which shall be placed fully under the disposal of RailTel. Documentary support 1) for the possession such as RC, experienced staff with driving license etc. 2) GST registration shall be submitted along with the tender papers. The offer document should be serially numbered. The offer of Tenderers, who do not comply with these conditions, will be rejected
7. All tenders must be accompanied with Schedule of work attached as SOR duly filled in and signed complete with technical details. No unsealed tenders will be accepted.
8. The RailTel Corporation is not bound to accept the lowest or any tender nor assign any reason for doing so and RailTel Corporation reserves the right to accept any tender in respect of whole or any portion of the items specified. RailTel also reserves the right to add or delete any section. However, payment will be made on pro – rata basis on accepted rate.
9. **Earnest Money Deposit (EMD):** The tenderer shall submit demand draft or Bankers cheque from any scheduled bank for a sum of Rs.57600/- (**Rupees Fifty Seven thousand Six hundred only**) in favour of RailTel Corporation of India Limited, Secunderabad, payable at Secunderabad.
- 9.1 The tenderers shall hold the offer open till such date as specified in below Para 10. It being understood that the tender documents have been sold/issued to the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not rescile from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the RailTel.
- 9.2 **The earnest money may be forfeited:**
- 9.2.1 If a tenderer withdraws its tender during the period of tenders validity specified in below Clause 10

- 9.2.2 In the case of successful tenderer, if the tenderer fails to Sign the contract in accordance with clause 2 of Special Conditions of Contract.
- 9.2.3 To furnish performance guarantee in accordance with clause 21 to 22 of work specification.
- 9.2.4 The earnest money of unsuccessful tenderer will be returned within reasonable time to the unsuccessful tenderer but the RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- 9.2.5 If the tender is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfillment of contract. The Earnest Money of successful tenderer will be returned after the Contract Performance Guarantee (Security Deposit) as required of work specification is furnished and formal contract duly signed is received by the purchaser.
- 9.2.6 Any tender not accompanied by Earnest Money in the approved forms as mentioned in para 5 above will be **summarily rejected**.*
- 9.2.6.1*** Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered supply/work/service is exempted from submission of EMD. Exemption of submission of SD&PBG is not available in any case. **These exemptions shall be applicable provided firms are registered with NSIC/MSME for tendered item/work/services 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.

*** The firm has also to submit a declaration along with tender bid stating that: "I/We am/are a Micro and Small Enterprise registered from ----- (body approved by Ministry of MSME) with registration no -----and terminal validity up to .----- ----for similar service contracts" and details as per table below:**

Declaration of Tenders awarded under NSIC/MSME

| S No | No. of Tenders participated in current FY: 2018-19 with NSIC/MSME | No. of Tenders Awarded in current FY: 2018-19 with NSIC/MSME | Details of awarded tenders | | |
|------|---|--|----------------------------|---------------------|--------------|
| | | | Tender No & Date | Name of Work/Stores | Value in Rs. |

It may please be noted that supporting documents as above to be submitted i.e. copy of NSIC/MSME, declaration and details as per above table. Offers without above will be treated as invalid and summarily rejected.

- 9.27 If the tenderer deliberately gives wrong information in his/her tender or creates such circumstances for the acceptance of his/her tender, then RailTel reserves the right to reject such tender at any stage. In case credential certificate(s) submitted by the contractor are found to be incorrect, the EMD deposited shall be forfeited in respective tenders he has quoted and he will be barred from quoting in RailTel tenders for a period of 3 years.
- 9.28 If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the RailTel shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the RailTel shall deem such tender as cancelled, unless the firm retains its character

Note: The unit rate quoted in the schedule should be excluding GST. GST Tax rate should be quoted separately. Tenderer's special attention is invited to the fact that no material shall be arranged /supplied by RailTel.

10. The tenderer shall keep **the offer open for a minimum period of 45 forty five days**

from the date of opening of the tender within which period the tenderer cannot withdraw his offer. Any contravention of this condition will make tenderer liable for forfeiture of his earnest money deposit

11. The submission of tender will be deemed to imply that this memorandum and all documents enclosed have been studied and understood and the tenderer is aware of the full scope of the work to be done and the conditions affecting the execution.
12. The tenderer shall not increase the quoted rates in case RailTel Corporation negotiates for reduction in rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer. **The enclosed Tenderer data sheet should invariably be filled and submitted along with the offer.**
13. The successful tenderer shall sign an agreement for the execution the work as tendered by him and accepted by RailTel Corporation within thirty days of issue of LOA/PO.
14. In all matters, decision of Executive Director/RGM (Southern Region)/, RailTel Corporation of India Ltd, Secunderabad, will be final.

रेलटेल
RAILTEL

TENDERER DATA SHEET**For**

Providing of Vehicles on hire basis for Officers in Regional Office, RailTel Corporation of India Ltd, Southern Region, Secunderabad as per schedule of requirement (SOR) and conditions
(Tender No: RailTel/Tender/OT/SR/HQ/2018-19/24 dt.07.09.2018)

| | | |
|----|---|---|
| 1 | Name of the Organization | : |
| 2 | Name of the Authorized Person Submitting the Tender Documents (Submit the proof of authorizing the person to sign the tenders by the company on its behalf) | |
| 3 | Main line of Business | |
| 4 | Years of Experience | |
| 5 | Location (indicate address, tel.no., fax and the year from which they are operating in that location) | |
| 6 | Contact person | |
| 7 | Address | |
| 8 | Tel. No. | |
| 9 | Fax No. | |
| 10 | E-mail ID | |
| 11 | Tender bids: Whether Downloaded: Yes/ No (No changes/ additions/ deletions/ alterations to the tender document are permitted under any circumstances) | |

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

Eligibility Criteria for Tender:

| S. no | Conditions | Enclosed (Yes/No) | Page No | | | | | | | | | | | | |
|----------|---|-----------------------------|-----------------|-----------------------------|---------|--|--|---------|--|--|---------|--|--|--|--|
| 1 (a) | As per cl.no.5.1 Tenderer must have completed successfully and satisfactorily at least one single similar work of supplying at least 2 vehicles on hire basis to a single Central Government/State Government /Central PSU organization/office/ reputed private sector telecom service providers/infrastructure providers for continuation period of 12 months during the preceding three years (i.e. current financial year and three previous financial years). MOU's will not be considered for eligibility. Documentary support to be submitted along with tender offer | | | | | | | | | | | | | | |
| 1 (b) | As per cl.no.5.2 The total contract amount received by the tenderer during the last three financial years including current financial year as per Audited balance sheet should be a minimum of 150% of advertised Tender Value of work. Offers not accompanied by Audited balance sheet will not be considered. Please indicate the Annual Turnover for the last preceding Three years duly enclosing the chartered Accountant /Auditor /Authorized certified documentary evidence: <table><tr><th>Year</th><th>Annual Turnover</th><th>Documentary support at page</th></tr><tr><td>2017-18</td><td></td><td></td></tr><tr><td>2016-17</td><td></td><td></td></tr><tr><td>2015-16</td><td></td><td></td></tr></table> | Year | Annual Turnover | Documentary support at page | 2017-18 | | | 2016-17 | | | 2015-16 | | | | |
| Year | Annual Turnover | Documentary support at page | | | | | | | | | | | | | |
| 2017-18 | | | | | | | | | | | | | | | |
| 2016-17 | | | | | | | | | | | | | | | |
| 2015-16 | | | | | | | | | | | | | | | |
| 1 (c) | Documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria – as per cl.no.18 i | | | | | | | | | | | | | | |
| 1 (d) | Notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified ---as per cl.no.18 ii | | | | | | | | | | | | | | |
| 2 (a) | The tenderer should produce copy of PAN Number & GST registration no. | | | | | | | | | | | | | | |
| 2 (b) | The tenderer should produce Audited Balance Sheet, P&L A/c and Income statement of all the Preceding Three financial years. | | | | | | | | | | | | | | |
| 3 | The tenderer should enclose DD towards EMD & for Cost of Tender | | | | | | | | | | | | | | |
| 3 (a) | If NSIC/MSME registered firm: Supporting documents & declarations as per para 9.2.6.1 | | | | | | | | | | | | | | |

Place
Date

(Signature of the Tenderer with Seal)

SECTION - II

CHAPTER-1

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS

Tenders are invited on behalf of M/s. RailTel Corporation of India Limited, Secunderabad -500071 from established and reliable contractors for Providing of Vehicles on hire basis for Officers in Regional Office, RailTel Corporation of India Ltd, Southern Region, Secunderabad.

1.1 The Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Schedule of Requirements and all Annexure & Forms etc. shall, hereafter, be collectively referred to as the "**Tender Papers**".

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

2. INTERPRETATIONS

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

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

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

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

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

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

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

"**MONTH**" Means any consecutive period of thirty days.

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

"**PURCHASER**" Means M/S RailTel Corporation of India Limited, 2nd Floor, 'B' Block, Rail Nilayam, Secunderabad – 500 071.

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

"**SUB-CONTRACTOR**" Means an individual or a firm of Contractor or a Company registered under Indian Company Act or an approved supplier of materials to whom

the Contractor sublets portions of the contract.

"CONSIGNEE" Means the person specified in the Acceptance of Tender to whom Stores are to be delivered at the destination.

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

"RailTel" Means M/s. RailTel Corporation of India Limited, Southern Region, 2nd Floor, 'B' Block, Rail Nilayam, Secunderabad – 500 071.

"SITE" Means the areas to be taken up by the permanent works, together with any other area or areas as shall be determined by the Purchaser's Engineer, which may be placed at the disposal of the Contractor for the purpose of the contract and also such area or areas used for store yards, works yards or workshop in proximity of the works as the Purchaser's Engineer may have authorized as an extension of the site, irrespective of the terms and conditions under which they are occupied by the Contractor.

"BLOCK SECTION" Means the distance along the railway track between two consecutive Railway Block stations.

"TENDERER" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submit the Tender which has been invited.

"WORK OR WORKS" Means all or any of the items of the work for which the Tenderer /Contractor has Tendered/contracted according to the specifications, drawings and Annexure hereto annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.

"WRITING" Includes all matters written, typewritten or printed either in whole or in part.

3 LOCAL CONDITIONS

- 3.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchase on account of any local condition or factor.
- 3.2 The intending tenderer is advised to study the tender papers carefully. Any submission of a quotation by the tenderer shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his quotation. Failure to adhere to anyone or all these instructions may render his offer liable to be ignored without any reference.
- 3.3 Should a tenderer find discrepancies in, or omission from, the drawings or any of the Tender papers or he has any doubt to their meaning, he should at once notify the RailTel who may send a written clarification to all tenderers.

4. COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS & DRAWINGS

- 4.1 The tenderer shall indicate paragraph by paragraph for each section of the tender document that either his tender complies in every respect with the requirements of each clause and sub clause or if not, precisely how they differ from the requirements of the tender. In later case, the tenderer shall enclose a separate statement as per proforma given, indicating only the deviations for any clause or sub clause of Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Technical Specifications, Preamble etc. which he proposes with justifications for deviations proposed. The purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final (see Form 5).
- 4.2 The equipment offered shall be in accordance with the drawings and specifications. Details of variation from the drawings and specifications, if any, should be clearly indicated separately for each annexure with justification for deviations proposed. The Purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final.
- 4.3 Firms should give details of similar works carried out giving details of the name of the project, date of award, length of the section, value of the contract, the original execution period and the actual execution time taken.

5 SUBMISSION OF OFFERS

- 5.1 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be summarily rejected.
- 5.2 In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the **next working day**.
- 5.3 All offers shall be either type written or written neatly in indelible ink in English. Each page of the offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right hand corner of the top page. The supporting documents should be submitted either in original or duly signed by the authorized signatory of the tenderer. The original documents shall be produced for verification when called for.
- 5.4 All copies of the tender papers shall be signed by the tenderer, on each page including closing page in token of his having studied the tender papers carefully.

5.5 RATES IN FIGURES & WORDS:-

- 5.5.1 All prices and other information like discounts etc., having a bearing on the price shall be written both in figures and in words in the prescribed offer form. In case of difference in words and figures the amount written in words will be taken in to consideration.
- 5.5.2 In the event of any discrepancy between unit rate and total cost, the value shown in unit rate will be taken for evaluation purpose.
- 5.5.3 In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

- 5.6 ATTESTATION OF ALTERATION:** No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/tenderers in his/their entries must be signed (not initialed) by him/them.

5.7 The bid shall consist of the following:

- i) Offer letter complete. (Form No.1)
- ii) Schedule of works (i.e., Schedule of Requirements) with rate and total amount duly signed by the tenderer in figures and words.
- iii) Earnest Money in prescribed form
- iv) Solvency Certificate -deleted
- v) Constitution of Firm and Power of Attorney
- vi) Clause wise compliance to tender conditions & statement of deviations (Para 4). Form No.5
- vii) Any other information desired to be submitted by the tenderer.
- x) Complete tender document duly signed in all pages including above

7. CONSTITUTION OF FIRM AND POWER OF ATTORNEY

- 7.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -
- (a) As sole proprietor of the concern or as attorney of the sole proprietor;
 - (b) As a partner or partners of the firm;
 - (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association
- 7.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 7.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 7.4 In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- 7.5 The duly notarized Power of Attorney, Partnership Deed, Memorandum of Joint Venture as the case may be in original or duly signed.
- 8. UNIT PRICES:** The unit prices should be quoted by the Contractor after taking all the relevant factors into consideration and these should be Firm without any variation clauses. The prices shall be quoted in rupees for the units under metric system. The prices shall be inclusive of all taxes and statutory payments (excluding GST tax). Rate of service tax should be quoted separately.
- 9. VALIDITY OF OFFER:** The tenderer shall keep the offer open for a minimum period of 45 (forty five) days, from the date of opening of tender. Within that period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.
- 10. RATES DURING NEGOTIATION:** The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.
- 11. NON-TRANSFERABILITY AND NON-REFUNDABILITY:** The tender documents are not transferable. The cost of tender document is not refundable.
- 12. ERRORS, OMISSIONS & DISCREPANCIES:** The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the misinterpretation shall be entertained.
- 13. WRONG INFORMATION BY TENDERER:** If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the

acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.

- 14. AUTHORITY OF ACCEPTANCE:** The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser.

However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

- 15. AGREEMENT:** The successful tenderer/s shall be required to execute an agreement with the representative of RailTel for carrying out the work according to the tender documents as indicated.

- 16. TENDERER'S ADDRESS:** Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post.

17. EVALUATION OF OFFER

- i. The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser.
- ii. However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

18. System of Verification of Tenderer's Credentials:

- i. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy 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). 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
- ii. **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 Annexure-A (Form 11). 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 by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of

the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

- a) **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 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 here under nor will it affect any rights of the RailTel thereunder.**
- b) **In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deport (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.**

19. Rates, Taxes & Duties

- i) The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti Dumping, CGST,SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- ii) Bidder shall issue a valid tax invoice to RailTel for availing proper credit of CGST,SGST, IGST, UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- iii) For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- iv) If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- v) In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- vi) Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST,CGST, IGST, UT GST along with respective HSN/SAC code under GST Law (including tax under reverse charges payable by the recipient)
- vii) Wherever the law makes it Statutory for the purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- viii) In regards to works contract, the tenderer should have registration no for GST in respective State where work is to be executed and shall furnish GST registration certificate along with Tender.
- ix) The imposition of any new tax and /or increase in the aforesaid taxes, duties levies after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/ levies / cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues / payments of bidder and make payment to State / Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date of tender, bidder has to pass on the benefits to RailTel.
- x) In case of imported equipment: Anti dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India has to be borne by the tenderer and shall be

- deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.
- xi) Evaluation Criteria: inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty GSST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable.
- On reverse charge by RailTel, wherever applicable.
- xii) **However, if the extension of contract period is on account of failure of contractor, no compensation shall be made towards upward revision or imposition of any new taxes. Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to RailTel**
- Note:** "In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority."

20. QUANTUM OF WORK AND VARIATION IN QUANTITIES

The quantities indicated in Schedule of Requirements are approximate and purport to convey the tenderer an idea of the magnitude of the work. The Purchaser reserves the right to increase or decrease by up to 25 % of the quantity of goods and services specified in the Schedule of Requirement without any change in unit price of the ordered quantity or other terms and conditions

- 21. VITIATION CLAUSE:** Quantities shown in the schedule are approximate and can vary depending on site conditions. If any vitiation arises on account of variation of quantities, the contractor shall not be paid more than the lowest rate obtained after working out with the final operated quantities

22. AMENDMENT OF TENDER DOCUMENT

22.1 RailTel may modify the Tender Document by issuing ADDENDA/CORRIGENDA

22.2 Tenderers are advised to submit the tender well in advance before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications (addenda/corrigenda) published subsequently Web site and the same shall be taken into account while submitting the tender. No addenda/corrigenda will be issued within 15 days of the date of tender opening.

22.3 To give prospective bidders a reasonable time to take ADDENDUM/CORRIGENDUM into account in preparing their bids, the RailTel may at their discretion extend as necessary, the deadline for submission of Tender document.

22.4 The quantities indicated in the schedules are approximate and will only support to convey to the contractor an idea of the magnitude of the work. The rates mentioned in Schedules are deemed to hold good for any increase in quantities up to 25%. The description of items is given as a guide and approximately only and is subject to variation according to the needs of the RailTel. The RailTel accepts no responsibility for their accuracy. Further, the RailTel does not guarantee work under each item of the Schedule.

SECTION - II

CHAPTER-2

Work Specifications

1. The contract is initially for one year from the date of issue of PO/ Letter of Acceptance (LOA) and extendable on annual basis based on satisfactory performance. The extension of currency is sole discretion of RailTel.
2. **The vehicle provided should be of Taxi Plate / Yellow Plate for public transportation and the vehicle should have Full valid insurance during the period of contract.** The contractor should be in the business of transportation.
3. The vehicle shall be made available at the residence of controlling officer with the driver readiness between 7.30 am to 07.30 pm every day or any commencement time as required by the controlling officer throughout the month. RailTel shall reserve the right for calling the vehicle round the clock in case of emergencies on call basis. Failing which a penalty of Rs.750/- per such case will be deducted in addition to that day charges. An additional amount of Rs.100/- per hour will be paid on utilization of vehicle for more than 12 Hrs in a day.
4. Drivers should be in Uniform of the agency and provided with cell phone. Driver should be instructed not to switch off the cell phone. RailTel shall not bear the cost of the cell phones or its call charges to the driver. If the cell phone is not working, a penalty of Rs.150/- per day will be levied.
5. Four days rest will be provided in a calendar month.
6. Driver should keep available all the required documents like driving license, RC Book, Life tax, pollution control, proper road travel permission etc in the vehicle and should be submitted for verification to the concerned RailTel Manager/Sr. Manager.
7. Log book should be supplied by the agency and shall be kept in the custody of the driver who shall get the same filled up for the journeys undertaken by the RailTel Officials every day.
8. **The vehicle reading and time for starting and closing will be recorded from the residence of controlling officer. No additional mileage/time will be permitted for to & fro for the movement of the vehicle from supplier's premises/vehicle shed.**
9. **The component of GST shall be shown separately.** The firm should furnish proof of payment of GST along with bill of payment. GST registration number should be furnished along with bills.
10. The vehicles Model should be of 2016 (Two Thousand Sixteen) or Later year of manufacture.
11. The vehicle should be kept in good, neat and clean conditions at all times. Air purifier, towels/seat covers to be provided in the vehicle which needs to be replenished / cleaned as required.
12. Obligations to comply with various statutory formalities like Road tax permits, pollution check, parking charges & toll gate charges to be borne by the vehicle supplier. However, parking & toll gate charges will be reimbursed on submission of documentary proof along with monthly bill.
13. 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.750/- per such case will be deducted. In case no vehicle is arranged then, per day charges will be deducted in addition to Rs.750/-. Similar penalty is also applicable for not attending the phone calls/mobile kept in not coverage area/mobile switched off condition and not reporting at required time.

Any servicing/repairs are to be carried out during Rest days or at the discretion of the RailTel officer concerned.

14. If the vehicle/driver performance is not up to the standards as mentioned above RailTel reserves the right to terminate the contract without attributing any reason with one month notice.
15. During the course of the contract period, if there is a hike in the diesel price, proportionate payment for the increased diesel price will be paid over tendered amount after taking an average of 10 Kilometers per liter. If there is a decrease in the diesel price, similar exercise will be done for reducing the proportionate amount from the tendered value. The present rate of diesel is **Rs.75.30 (Rupees Seventy five and paise thirty)**.
16. Bill passing officer is GM/P and Bill paying officer is GM/Finance. A copy of the last receipt of payment of GST tax should accompany the bill.
17. Consolidated Monthly Bill to be submitted to the RailTel by attaching the signed copy of LOG SHEET & certificate of satisfactory condition of vehicle without which payment will not be made.
18. Payment will be made through NEFT/RTGS and Income tax will be recovered from the bill as per Income tax rules in vogue. PAN number should be submitted along with bills. All the tenderers should submit format for RTGS payment as prescribed in page No.21 of this tender document.
19. Vehicle hire charges should not vary unless usage of additional kilometer (i.e. more than 2400Km per month) or extra hours of usage as certified by RailTel official.
20. Fixed Rate per Extra Km Running in a month is Rs.12/- per KM of each vehicle.
21. **Security Deposit (SD):** An amount equivalent to 5% of the contract value has to be remitted in the form of Bank Draft /Irrevocable Bank Guarantee in favour of RailTel corporation of India Ltd payable at Secunderabad valid till four months beyond the completion period for due fulfillment of contract.
22. **Contract Performance Guarantee (PG):** An amount equivalent to 5% of the contract value has to be remitted in the form of Bank Draft/ Irrevocable Bank Guarantee in favour of RailTel corporation of India Ltd payable at Secunderabad valid till four months beyond the completion period for due fulfillment of contract.
 - a. The successful tenderer shall have to submit Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA)/PO. Extension of time for submission of PG beyond 30 (thirty) days and up to 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, a notice shall be served to the contractor to deposit the PG immediately (however not exceeding 90 days from the date issue of LOA).In case the contractor fails to submit the requisite PG even after 90 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.
 - b. **If BG is submitted for SD/PG:** 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

23. **Certificate of Satisfactory condition of vehicle:** Certificate of Satisfactory condition of vehicle to be given by the RailTel official concerned, which should be attached along with monthly bill.
24. **Staff of Agency should have Uniforms/ID Cards for entering in RailTel premises**
25. Staff of Agency should not infringe/disturb the work of RailTel/Railways and if any damage occurs to assets of RailTel/Railways while plying & parking of vehicles, Agency will be responsible for the same
26. RailTel reserves the right to terminate the contract at any time after giving one month's notice should in RailTel's opinion the cessation of work become necessary, owing to paucity of funds, the Agency inability to perform, non possession of vehicle arrangement. The Security Deposit should be forfeited in case of termination.
27. Both the parties agree that neither party shall be liable for each other for delay or non-performance of respective obligations in the event beyond the control of each party which can be termed as **force major**.
28. **Arbitration:** will be dealt in accordance with provisions contained in Arbitration and Conciliation Act 1996 and venue will be Secunderabad (Telangana)
29. Surrender: Out of the 6 vehicles supplied, one or two vehicles may be surrendered with one month notice. In the event bill has to be raised proportionately
30. If any of the officers uses the vehicle during the nominated rest day, rate will be paid Rs 2,000/- (Incl of Tax) for 12 hours/80 KMs, beyond the above An additional amount of Rs.100/- per hour will be paid on utilization of vehicle for more than 12 Hrs in a day and Rs 12 per KM for more than 80 KMs
31. It is mandatory to submit Rs.100.00 non-judicial stamp papers to enter into an agreement within fifteen days from the date of the letter of acceptance.

RAILTEL

OFFER LETTER

To
RailTel Corporation of India Limited,
2nd. Floor, B_Block, Rail Nilayam,
Secunderabad_500 071.

Ref: Tender notice no: RailTel/Tender/OT/SR/HQ/2018-19/24 for Providing of Vehicles on hire basis for Officers in Regional Office, RailTel Corporation of India Ltd, Southern Region, Secunderabad as per schedule of requirement and conditions and work specifications.

I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **45 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to provide vehicle on hiring basis as per Schedule of requirement given in the Tender Document in Chapter 3 (SOR A) at the rates quoted in the attached schedule are hereby bind myself/ourselves. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs. _____ as an Account Payee Demand Draft No. _____ dt. _____ issued by _____ in favour of RailTel Corporation India Ltd. Secunderabad is herewith forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period to that effect.

SIGNATURE OF SUPPLIER (S) with Seal

Date:

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

- 1.
- 2.

SECTION II

Chapter 3 (SOR – A)
SCHEDULE OF REQUIREMENT

Name of the work: - Providing of Vehicles on hire basis for Officers in Regional Office, RailTel Corporation of India Ltd, Southern Region, Secunderabad

| S. No | Schedule of Work <u>SAC code is 9966</u> | Vehicle to be allotted to | HQ at | Running Kms per month per vehicle | Vehicle Type | Total Qty | Rate per month per vehicle in figures and words | Amount for month for Six vehicles (Rs.) in figures and words |
|--|---|---------------------------|---------|-----------------------------------|---|-----------|---|--|
| 1 | Providing of Vehicles on hire basis 12 Hrs per day (Model: 2016 or later) for Officers in Regional Office, RailTel Corporation of India Ltd, Southern Region, Secunderabad as per terms and conditions given in tender document | ED/ RGM / SR | Sec-bad | 2400 | Ford Classic/ Tayota Etios/ Suzuki Ciaz | 1 | | |
| 2 | | General Managers | Sec-bad | 2400 Kms per Vehicle | Maruthi Swift Dzire / Hundai Xcent | 5 | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| Amount for 12 months | | | | | | | | |
| GST percentage (%) | | | | | | | | |
| GST amount for 12 months | | | | | | | | |
| Total Amount (including GST) in Figure Rs _____ and words Rupees..... | | | | | | | | |

Note:

- Unit Rate quoted should be **excluding GST tax** which should be shown separately.
- If any discrepancy in Rates in figures and words, rates in words shall be taken as final.
- Fixed rate per Km beyond 2400Km is Rs.12/- (Including GST Tax)
- Additional rate for beyond 12 hours is Rs. 100/- per hour.. (Including GST Tax)
- Work specification in Section-II, Chapter II to be referred.
- Officers uses the vehicle during the nominated rest day, rate will be paid Rs 2,000/- Including GST Tax for 12 hours/80 KMs, beyond the above An additional amount of Rs.100/- per hour will be paid on utilization of vehicle for more than 12 Hrs in a day and Rs 12 per KM for more than 80 KMs

Signature of Tenderer with Seal

GURANTEE BOND FOR SECURITY DEPOSIT/PBG (Form-4)

(On Stamp Paper of requisite value) (To be used by approved Scheduled Banks)

1. In consideration of the Regional General Manager (Southern Region), RailTel Corporation of India Limited, Secunderabad – 500 071 (Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of a Letter of Acceptance/PO No. dated made between 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, or 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, 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 is 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.

3. We, 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.

4. We, 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.

5. We, We, (indicate the 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 of 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.

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

4. (Indicate 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 the day of 2018 for (Indicate the name of the Bank)

Witness 1. Signature&Name

2. Signature&Name

PROFORMA FOR STATEMENT OF DEVIATIONS

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

1.1 Instructions to Tenderers and Conditions of Tendering

Clause

Deviation
(Including Justification)

Remarks

1.2 Preamble

Clause

Deviation

Remarks

(Including Justification)

1.3 Special conditions of Contract.
Clause Deviation Remarks

(Including Justification)

2. The following are the particulars of deviations from requirement of the technical specifications.

Annexure Clause Deviation Remarks (Including Justification)

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

राज्वाडा
RAILTEL

Annexure-A

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH 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 the 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), 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 RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation 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 RailTel. 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.

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:

Date:

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.**

राज्वाडा
RAILTEL

**VENDOR CREATION MASTER/RTGS
(MUST BE FILLED BY CONTRACTOR)**

| | | |
|--|-----------------|---|
| Region (Mandatory) | Southern | |
| Supplier Name (Mandatory) | | |
| Bank Name (Mandatory) | | |
| Bank Branch Name (Mandatory) | | |
| Bank Account Number (Mandatory) | | |
| IFSC Code (Mandatory) | | |
| Site Name (Mandatory) | | |
| Address Line1 (Mandatory) | | |
| Address Line2 (Mandatory) | | |
| Address Line3 (Mandatory) | | |
| City | | |
| State | | |
| Excise Reg No. | | |
| CST No | | |
| TIN No. | | |
| LST No | | |
| VAT Reg No. | | |
| GST Tax No. (Mandatory) | | |
| PAN No (Mandatory) | | |
| TAN No | | |
| Ward No. | | |
| Moblie Number (Mandatory) | | |
| Mail ID | - | - |
| Contact Person (Mandatory) | | |
| Service Type (In Case of Execution, Services) (Mandatory) | | |
| Item Description (in case of Material) (Mandatory) | | |
| OEM/Trader (In case of Material) | | |
| Working Area (Name of State under Region) (Mandatory) | | |

Signature of Tenderer with Seal
