



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का एक उपक्रम), पूर्वी क्षेत्र,

(CIN : U64202DL2000GOI107905)

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking), Eastern Region,
3rd & 16th Floor, Chatterjee International Centre,
33A, Jawaharlal Nehru Road,
Kolkata – 700 071

Website: IREPS portal: www.ireps.gov.in
RailTel website :www.railtelindia.com

ELECTRONIC TENDER DOCUMENT **for the work of**

Providing of 3 Nos. of vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Sambalpur, Talcher and Jharsuguda.

खुली-e-निविदा संख्या: RCIL_ER_2021-22_1269-1271 Dt. 13.04.2021

Open e- Tender No.: RCIL_ER_2020-21_1269-1271 Dt.13.04.2021

खुलने की तिथि: 13.05.2021

Date of opening: 13.05.2021

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रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का एक उपक्रम), पूर्वी क्षेत्र,
RailTel Corporation of India Limited
Eastern Region, 3rd & 16th Floor, Chatterjee International Centre,
33A Jawaharlal Nehru Road, Kolkata – 700 071.
Telephone:033-44009999 FAX: 033-44009990
Website: www.railtelindia.com

TENDER NOTICE

Tender No: RCIL_ER_2020-21_1269-1271

Dt.13.04.2021

RailTel Corporation of India Ltd., Eastern Region, Kolkata invites sealed open e-Tender in single stage single packet system for the work of Providing of 3 Nos. of vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Sambalpur, Talcher & Jharsuguda.

रेलटेल / पू० क्षेत्र द्वारा सम्बलपुर, तलचर और झारसुगुड़ा में मुख्यालय सहित रेलटेल कारपोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए एमसीएल परियोजना हेतु किराया आधार पर 3 की संख्या में वाहन किराये पर लेने के प्रावधान " हेतु योग्य बोलीदाताओं से इ-निविदा आमंत्रित की जाती है।

a)	Tender Document available from निविदा दस्तावेज उपलब्ध	13.04.2021 at 17:00 hrs.
b)	Last date of Submission of tender documents. निविदा दस्तावेजों को प्रस्तुत करने की अंतिम तिथि	13.05.2021 at 14.00 hrs.
c)	Opening of tender documents. निविदा दस्तावेज खुलने की तिथि	13.05.2021 at 14.30 hrs.(Online)
d)	Validity of offer ऑफर की वैधता	60 days from the date of opening of tender.
e)	Period of hiring हायरिंग की अवधि	One year and extendable by one year and further by one year on satisfactory performance
f)	Web address for availability of tender document	Detailed tender notice and tender document are available at website www.ireps.gov.in.

HQ	Tender No.	Cost of Tender Document (Incl. GST) (Rs.)	Earnest Money Deposit (Incl. GST) (Rs.)	Estimated hiring charges for one year (Exl. GST) (Rs.)
HQ - 1 Sambalpur	RCIL_ER_2020- 21_1269 Dt. 12.04.2021	590/-	13,000/-	5,49,600/-
HQ - 2 Talcher	RCIL_ER_2020- 21_1270 Dt. 12.04.2021	590/-	13,000/-	5,49,600/-

HQ - 3 Jharsuguda	RCIL_ER_2020- 21_1271 Dt. 12.04.2021	590/-	13,000/-	5,49,600/-
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Tender Document can be downloaded from the e-Tendering portal [https:// www.ireps.gov.in](https://www.ireps.gov.in). For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from Indian Railway's e-procurement portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

The bids will be opened at the above said address. Late/delayed/ incomplete tenders and tenders bids without submission of EMD/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 providing at least one vehicle on hiring basis to a single Central Government/State Government /Central PSU organization/office/ reputed private organization for continues 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 of preamble of tender document.

Note:

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 document & EMD for details refer clause 5, Section-I, Chapter-4, Preamble.

Payment of Earnest Money Deposit (EMD) and Tender Document Cost (TDC), in respect of e-tendering, will be accepted through net banking or payment gate way only. Fixed Deposit Receipt (FDR) / EMD in any other form will not be accepted as EMD for tender invited on IREPS (e-tender portal).

RailTel's Bank account details for Tender Document Cost & Earnest money Deposit are as below: -

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

**Asstt. General Manager/Contracts
for RailTel Corporation of India Ltd.
Eastern Region/ Kolkata**

Copy to: Notice board at RO office at Kolkata and TM office at Bhubaneswar

Section – I**Chapter – 1****OFFER LETTER****To**

M/s. RailTel Corporation of India Limited,
 3rd & 16th Floor, Chatterjee International Centre,
 33A Jawaharlal Nehru Road,
 Kolkata – 700071.

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 60 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to provide vehicle on hiring basis as per Schedule of requirement given in the Tender Document in Chapter-2 (SOR) 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 services according to the Specifications laid down by the RailTel for the present contract.

2. A sum of Rs. 13,000/- (Rupees Thirteen Thousand and only) submitted online through IREPS Portal, IREPS Ref No. _____ dated _____ “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period to that effect.

SIGNATURE OF Tenderer (s) with Seal
 Date:

SIGNATURE OF WITNESS TENDERER (S) ADDRESS

- 1.
- 2.

SCHEDULE OF WORK & PRICE BID (SOR)

Open e-Tender No. : Tender No. RCIL_ER_2020-21_1269 Dt. 13.04.2021

Name of the work: Providing of 1 No. of vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Sambalpur.**Vehicle with HQ at Samalpur :**

Sl. No.	Description of Work	Unit	Qty. (period of hiring in months)	Estimated Rate per month /Km.(Rs.)	Total Amount for 36 months (Rs.)
1	Providing 01(one) Road Vehicle, Non-AC, TATA Sumo / Mahindra Bolero/ Mahindra Scorpio or of similar capacity Diesel Vehicle for MCL Project with HQ at Sambalpur in Odisha state. The rate includes all Taxes, Road Permit, License fee, Driver wages, all repair minor/major along with cost likely to be incurred for maintenance of vehicle complete in all respect.	Per vehicle per month	12 months	20,800.00	2,49,600.00
2	Running expenses per km. of uses of vehicle of any type of road kuccha/pucca in cities/villages/jungle/mine area etc. and as directed by the RailTel Area-in-charge. The rate will include all taxes, License fees, Road permit, cost of fuel, POL or any other incidental charges that may be required to run the vehicle complete in all respect.	Per km. per month	12 months, 2500 km. per month	10	3.00,000.00
Estimated cost (Rs.)					5,49,600.00

PRICE BID:

Estimated cost of the work: Rs. 5,49,600/- (Rupees Five Lacs Forty Nine Thousand Six hundred only) Excluding GST	Rate quoted _____% above/ below/at par <u>(Shall be filled online in IREPS portal only)</u>
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- (1) I/We am/are signing this document after carefully reading the contents.
- (2) I/We also accept all the conditions of the tender and have digitally signed the tender document in confirmation thereof.
- (3) Above rates are inclusive of all taxes, excluding GST, Toll Tax, Parking & Ferry Charges.

Signature of tenderer/s

SCHEDULE OF WORK & PRICE BID (SOR)

Open e-Tender No. : Tender No. RCIL_ER_2020-21_1270 Dt. 13.04.2021

Name of the work: Providing of 1 No. of vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Talcher.**Vehicle with HQ at Talcher_:**

Sl. No.	Description of Work	Unit	Qty. (period of hiring in months)	Estimated Rate per month /Km.(Rs.)	Total Amount for 36 months (Rs.)
1	Providing 01(one) Road Vehicle, Non-AC,TATA Sumo / Mahindra Bolero/ Mahindra Scorpio or of similar capacity Diesel Vehicle for MCL Project with HQ at Talcher in Odisha state. The rate includes all Taxes, Road Permit, License fee, Driver wages, all repair minor/major along with cost likely to be incurred for maintenance of vehicle complete in all respect.	Per vehicle per month	12 months	20,800.00	2,49,600.00
2	Running expenses per km. of uses of vehicle of any type of road kuccha/pucca in cities/villages/jungle/mine area etc. and as directed by the RailTel Area-in-charge. The rate will include all taxes, License fees, Road permit, cost of fuel, POL or any other incidental charges that may be required to run the vehicle complete in all respect.	Per km. per month	12 months, 2500 km. per month	10	3.00,000.00
Estimated cost (Rs.)					5,49,600.00

PRICE BID:

Estimated cost of the work: Rs. 5,49,600/- (Rupees Five Lacs Forty Nine Thousand Six hundred only) Excluding GST	Rate quoted _____% above/ below/at par <u>(Shall be filled online in IREPS portal only)</u>
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- (1) I/We am/are signing this document after carefully reading the contents.
- (2) I/We also accept all the conditions of the tender and have digitally signed the tender document in confirmation thereof.
- (3) Above rates are inclusive of all taxes, excluding GST, Toll Tax, Parking & Ferry Charges.

Signature of tenderer/s

SCHEDULE OF WORK & PRICE BID (SOR)

Open e-Tender No. : Tender No. RCIL_ER_2020-21_1271 Dt. 13.04.2021

Name of the work: Providing of 1 No. of vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Jharsuguda.**Vehicle with HQ at Jharsuguda HQ :**

Sl. No.	Description of Work	Unit	Qty. (period of hiring in months)	Estimated Rate per month /Km.(Rs.)	Total Amount for 36 months (Rs.)
1	Providing 01(one) Road Vehicle, Non-AC,TATA Sumo / Mahindra Bolero/ Mahindra Scorpio or of similar capacity Diesel Vehicle for MCL Project with HQ at Jharsuguda in Odisha state. The rate includes all Taxes, Road Permit, License fee, Driver wages, all repair minor/major along with cost likely to be incurred for maintenance of vehicle complete in all respect.	Per vehicle per month	12 months	20,800.00	2,49,600.00
2	Running expenses per km. of uses of vehicle of any type of road kuccha/pucca in cities/villages/jungle/mine area etc. and as directed by the RailTel Area-in-charge. The rate will include all taxes, License fees, Road permit, cost of fuel, POL or any other incidental charges that may be required to run the vehicle complete in all respect.	Per km. per month	12 months, 2500 km. per month	10	3.00,000.00
Estimated cost (Rs.)					5,49,600.00

PRICE BID:

Estimated cost of the work: Rs. 5,49,600/- (Rupees Five Lacs Forty Nine Thousand Six hundred only) Excluding GST	Rate quoted _____% above/ below/at par <u>(Shall be filled online in IREPS portal only)</u>
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- (1) I/We am/are signing this document after carefully reading the contents.
- (2) I/We also accept all the conditions of the tender and have digitally signed the tender document in confirmation thereof.
- (3) Above rates are inclusive of all taxes, excluding GST, Toll Tax, Parking & Ferry Charges.

Signature of tenderer/s

Section – I

Chapter - 3

e-Tendering Instructions

1. This tender is processed as E-Tender

2. Submission of Bids only through online process is mandatory for this Tender

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://www.ireps.gov.in>, Indian Railways E-procurement system (IREPS).

Benefits to Suppliers are outlined on the Home-page of the portal. Bidders are advised to visit the IREPS Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc.

3. Tender Bidding Methodology:

Sealed Bid System - 'Single Stage - Single Envelope': In this, bidder has to submit the Technical and financial bid / Price Bid in in separate envelope "ONLINE".

IREPS Helpdesk

Please visit Helpdesk section on IREPS Portal.

RailTel's Contact Person & Designation

RailTel's Contact Person & Designation

Shri Jogesh Prasad,
Sr. Manager/ Tender/ HQ
Telephone/Mobile: 033-44009951/9007044149
E-Mail Id: jogesh@railtelindia.com
Shri P D James
Asstt.GM/Contracts,
Telephone/Mobile No. 033-44009923/ 9007044114
Email id. : pdjames@railtelindia.com

The entire bid-submission would be online on IREPS Portal.

4. Broad outline of submissions are as follows:

- I. Submission of Bid Security/ Earnest Money Deposit (EMD) & cost of tender document through IREPS portal
- II. Submission of digitally signed copy of Tender Documents/Addenda

III. Tenderer has to upload both Technical and Financial bid as Two Packet on IREPS portal

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of IREPS Portal.

5. Offline Submission:

The bidder is required to submit the following documents offline to the office of the Executive Director, RailTel Corporation of India Limited, Eastern Region, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071 before due date & time of submission of bids specified in this tender document, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time):

- a) **Power of attorney** in favour of the signatory duly authorizing the signatory shall be submitted to the tendering authority before the due date and time of submission of the Tender.
- b) Notarized Affidavit in original to be submitted as per clause No. 18 (ii) instructions to tenderers Section II Chapter 1.

NOTE: The Bidder has to upload the Scanned copy of all above original documents as Bid-Annexures during Online Bid-Submission.

EMD-Bid Security and cost of tender document shall be submitted through payment gateway of IREPS Portal.

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.

Supporting documents towards eligibility criteria i.e. technical and financial & others as per cl.no.6 below:

- 6. Eligibility criteria related documents viz. Technical & Financial Credential certificates and other documents as applicable shall also be scanned and submitted ONLINE.

Note: In case of internet related problem at a bidder's end, especially during 'critical events' such as - a short period before bid-submission deadline, during online public

tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction service provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly re-schedule the affected event(s). All the tenderers are advised to upload the bids well in advance before the tender closing time.

7. Instructions for Tender Document TO THE BIDDERS

The RailTel Tenders are published on IREPS Portal <https://www.ireps.gov.in>. However tenderers should submit their bid through IREPS Portal only.

NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from IREPS portal, and this should be done well before the deadline for bid-submission.

8. Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://www.ireps.gov.in>. For detailed instructions please refer to IREPS Portal.

- 9. Attendance of Representatives for Tender Opening:** Representatives of bidders desirous to attend the tender opening can do so, on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

- 10. Addenda / Corrigenda:** Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on IREPS Portal only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected. The information of Corrigendum/Addenda shall be published on RailTel website also. Prospective bidders are advised to check the website periodically for updates.

11. Ambiguity/ Pre- Bid Clarification Requests:

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to the RailTel in writing through emails to RailTel Contacts defined above. All clarification shall be responded through email.

12. Bid submission and Opening date

12.1 The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).

12.2 Power of attorney in favour of the signatory duly authorizing with sign and stamp shall be scanned and digitally signed and uploaded online through IREPS portal.

12.3 The bidder's bids will be opened at the time & date of opening of the tender online simultaneous in presence of such Bidders/ Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

13. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.ireps.gov.in>), and go to the User-Guidance Center.

14. Additional Instructions: Please note

For E-Tendering bids /information by bidders is to be submitted "Online" on IREPS's e-Procurement Portal. Any document / information pertaining to this chapter will have to be submitted by the bidder on line. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents.

All columns should be filled and blank columns if any should be marked as NIL. Please read the Schedule of Requirements, Instructions to the tenderers, General and Special Conditions including Technical Specifications before filling up the Tender Form carefully.

Section – I**Chapter- 4****Preamble**

Tender No. RCIL_ER_2020-21_1269-1271 Dt. 13.04.2021

1. Name of work: Providing of 3 Nos. of vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Sambalpur, Talcher and Jharsuguda.

Sl. no.	Type of Vehicle required	HQ	App. Hiring charges for one years (Rs.)	EMD (Rs.)
1	Tata Sumo / Mahindra Bolero/ Mahindra Scorpio of similar capacity Diesel vehicle	One vehicle at Sambalpur	5,49,600.00	13,000.00
2	Tata Sumo / Mahindra Bolero/ Mahindra Scorpio of similar capacity Diesel vehicle	One vehicle at, Talcher	5,49,600.00	13,000.00
3	Tata Sumo / Mahindra Bolero/ Mahindra Scorpio of similar capacity Diesel vehicle	One vehicle at Jharsuguda	5,49,600.00	13,000.00

- 1.1 Tender Bid The tender bid shall be submitted through e-tender portal at www.ireps.gov.in only. 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 percentage in figures at IREPS e-tender portal only.
3. Currency of the Contract:
The currency of the contract shall be one year from the date of issue of PO/LOA extendable by one year and further by one year depending on the performance of the contractor on completion of one year time period 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. 590/- (inclusive of GST@18%) towards cost of tender document shall be submitted through IREPS portal. The Tenders which are received after the time and date specified above shall not be considered.

Note:

- i. MSEs 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.
- ii. 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 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 providing at least one vehicle on hire basis to a single Central Government/State Government Central PSU organization/office/ reputed private organization for continues 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 at IREPS e-tender portal www.ireps.gov.in.

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.
9. Earnest Money Deposit (EMD): The tenderer shall submit for a sum of 13,000/- (Rupees Thirteen Thousand only) to be paid online at www.ireps.gov.in only.
 - 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 resale 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 as per Form No.3.
 - 9.2.3 To furnish performance guarantee in accordance with clause 22 of Instructions to Tenderers and Conditions for Tendering.
 - 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 part of Security Deposit for due and faithful fulfillment of contract.
 - 9.2.6 Any tender not accompanied by Earnest Money in the approved forms as mentioned in para 9 above will be summarily rejected.
 - 9.2.6.1 MSEs 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 applicable. 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. Offers without above will be treated as invalid and summarily rejected.

- 9.2.7 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 one year.
- 9.2.8 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 Inclusive GST. 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 60 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 of the work as tendered by him and accepted by RailTel Corporation within 15 days of issue of LOA/PO.
14. In all matters, decision of Executive Director/RGM (Eastern Region)/RailTel Corporation of India Ltd., will be final.

Section – I**Chapter – 5****TENDERER DATA SHEET**

Name of the work: Providing of 3 Nos. of vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Sambalpur, Talcher and Jharsuguda.

Tender No: RCIL_ER_2020-21_1269-1271 Dt. 13.04.2021

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	

Note:

1. Cost of Tender document and EMD should be paid online in IREPS Portal.

2. No changes/ additions/ deletions/ alterations to the tender document are permitted under any circumstances

Eligibility Criteria for Tender:

Srl. No	Conditions	Enclosed (Yes/No)																
1(a)	As per cl.no.5.1, Preamble Tenderer must have completed successfully and satisfactorily at least one single similar work of providing at least one vehicle on hire basis to a single Central Government/State Government /Central PSU organization/office/ reputed private organisation for continuation period of 12 months during the preceding three years (i.e. current financial year and three previous financial years).. Documentary support to be submitted along with tender offer. The minimum value of Single work should be of 35% of the tender schedule value.																	
1(b)	As per cl.no.5.2, Preamble 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 <table><tr><td></td><td>Year</td><td>Annual Turnover</td><td>Documentary support at page</td></tr><tr><td></td><td>2019-20</td><td></td><td></td></tr><tr><td></td><td>2018-19</td><td></td><td></td></tr><tr><td></td><td>2017-18</td><td></td><td></td></tr></table>		Year	Annual Turnover	Documentary support at page		2019-20				2018-19				2017-18			
	Year	Annual Turnover	Documentary support at page															
	2019-20																	
	2018-19																	
	2017-18																	
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), Section-II, Chapter-1.																	
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) should be submitted online and original shall be submitted to RailTel RO office at Kolkata.																	
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 EMD & for Cost of Tender																	
3 (a)	If MSE firm: Supporting documents & declarations as per para 9.2.6.1, preamble																	

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, 3rd & 16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata - 700071 from established and reliable contractors for Hiring of Vehicles for MCL Project at with HQ at Sambalpur, Talcher & Jharsuguda.

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 % basis as indicated in the IREPS portal.

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, 3rd & 16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700071 and Territory office at 1st Floor, Annex Building, B Block, Chandrashekharapur, Bhubaneswar – 761023.

"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 Companies 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 3rd & 16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700071.

"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

- a. 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.

- b. 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.
- c. 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

- 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 Firms should give details of similar works carried out giving details of the name of the firm, date of award, value of the contract, the original service time period and the actual service period.

5. SUBMISSION OF OFFERS

- 5.1 All offers in the prescribed forms should be submitted on IREPS Portal before the time and date fixed for the receipt of the offers.
- 5.2 In case the date of opening happens to be a holiday, the tender will be opened at the same time on the next working day.
- 5.3 Not used.

5.4 All copies of the tender papers shall be signed and scanned or digitally signed by the tenderer, in token of his having studied the tender papers carefully.

6. The bid shall consist of the following:

- i) Tender Document complete including Offer letter
- ii) Schedule of works (i.e., Schedule of Requirements)
- iii) Earnest Money in online IREPS portal
- iv) Constitution of Firm and Power of Attorney
- v) Clause wise compliance to tender conditions & statement of deviations (Para 4)
Form No.4
- vi) Any other information desired to be submitted by the tenderer.
- Vii) Notarized Affidavit.

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, 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 GST should be indicated.
9. **VALIDITY OF OFFER:** The tenderer shall keep the offer open for a minimum period of 60 (Sixty) days, from the date of opening of tender. Within that period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.
10. **RATES DURING NEGOTIATION:** The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.
11. **NON-TRANSFERABILITY AND NON-REFUNDABILITY:** The tender documents are not transferable. The cost of tender document is not refundable.
12. **ERRORS, OMISSIONS & DISCREPANCIES:** The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the misinterpretation shall be entertained.
13. **WRONG INFORMATION BY TENDERER:** If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.

14. **AUTHORITY OF ACCEPTANCE:** The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser. However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
15. **AGREEMENT:** The successful tenderer/s shall be required to execute an agreement with the representative of RailTel for carrying out the work according to the tender documents as indicated.
16. **TENDERER'S ADDRESS:** Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post.
17. **EVALUATION OF OFFER**
The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser. However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
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 the 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. **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."
19. With the submission of the affidavit as mentioned above, the practice of verification of tenderer's documents by the RailTel may be dispensed with.
20. 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.
21. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.
22. **CONTRACT PERFORMANCE GUARANTEE & SECURITY DEPOSIT**

- 22.1 The successful tenderer shall submit 3% of total value of work (including GST) detailed in the Letter of Acceptance towards Performance Guarantee in the form of FDR or online transfer or irrevocable Bank Guarantee from any scheduled bank within 30 days of issue of the Letter of Acceptance, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA, for due fulfillment of contract.

Note:

- 1) 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.
- 2) Any performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only.
- 3) In case of submission of Security Performance in form of FDR then lien should be created in favor of "RailTel Corporation of India Ltd".
- 4) No Interest on Earnest Money and Performance Security:
No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.
- 5) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This PG shall be initially valid up to stipulated date of completion plus three months beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of PG. extended to cover such time for completion of work plus three months.
- 6) The value of P. G. to be submitted by the contractor will not change for variation up to + 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than + 25% of the original contract value, an additional Performance Guarantee amounting to 3% (three percent) for the excess value over the original contract value shall be deposited by the contractor.

- 7) The Performance Guarantee (PG) shall be released on completion of after successful completion of Contract including warranty period obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.
- 8) Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be encashed and the balance work should be got done separately.

23. **SECURITY DEPOSIT**

The security deposit amount will be equal to 5% of contract value for due fulfillment of the contract. The Earnest Money already paid by the successful Tenderer (see Clause 9, Chapter-4, Section-I Preamble) will be adjusted towards payment of this Security deposit

Balance amount towards SD shall be recovered from the contractor's "on account" bills as under:

- (a) The rate of recovery should be at the rate of 10% of the bill amount till 5% contract value is achieved.
- (b) No interest will be payable upon the Earnest Money and Security Deposit

- 23.1 The security deposit shall be released after the physical completion of period of hiring 'Satisfactory Performance Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The, however, Performance Guarantee (PG) shall be released after passing the final bill based on 'No Claim Certificate'.
- 23.2 Wherever the contractor is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a partnership firm, then every member/partner of such firm shall be debarred from participating in the tender for balance work either in his/her individual capacity or as a partner of any other partnership firm.

24. **GST**

- a) (i) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as

amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

- (ii) The successful tenderer who is liable to be registered under CGST/ IGST/ UTGST/ SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RailTel immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (iii) In case the successful tenderer is not liable to be registered under CGST/ IGST/ UTGST/ SGST Act, the RailTel may deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority as per the prevailing law.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) RailTel will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

25. **Other conditions**

- 25.1 The vehicle shall generally be used within Territorial jurisdiction but can even be used for outside the jurisdiction as per the need basis.
- 25.2 Normal working of vehicle will be all days in a month except Sunday and the drivers shall normally be given weekly off. However as per work requirement and circumstances the vehicle can be called on Sunday also, for which Sunday duty weekly rest will be given within next week. In this case the Sunday duty of vehicle shall be termed as normal duty and no other charges like extra day's pay shall be payable.
- 25.3 The offer shall not include Parking /toll entry fee etc. as these charges would be paid by RailTel separately on actual basis on production of original receipt.
- 25.4 In case the driver with the vehicle fails to report at the required time/place and the officer has to make alternate arrangements of his own, deduction of the charges paid for the arranged vehicle will be made from the bills of the firm and a penalty of Rs.500/- will be imposed for the failure on the part of the contractor.

- 25.5 In case the vehicle is not made available by the contractor for full day, penalty of Rs. 1000/- will be levied and the expenditure incurred by the user on making alternate arrangements will also be recovered from the contractor in addition to nonpayment for the day at pro-rata basis.
- 25.6 If the vehicle fails during the trip due to technical failure, insufficient fuel or any other reason and the contractor does not provide an alternative arrangement immediately, a penalty of Rs.500/- will be imposed for the day in addition to deduction of a day's charges on pro-rata basis and also the actual charges incurred by the Corporation for transportation of the officer for that day.
- 25.7 The vehicles provided should have sufficient fuel and the driver should be able to refuel the vehicle without loss of time. Delay due to non fuelling and resultant inconvenience to RailTel officials will be considered serious lapse and recurrence of such incidents frequently will render the contract liable for termination.
- 25.8 The vehicle shall not use reversal audio indication in residential premises and the driver will take all precautions not to cause any inconvenience to the residents of the locality.
- 25.9 The rates quoted shall be per month basis and shall include all charges for hiring of vehicle with Driver. No additional charges towards Night Charges (Local usage), cancellation charges, Driver's food allowance etc. is permissible. However, parking charges, toll charges will be reimbursed on submission of original bill.
- 25.10 RailTel does not guarantee availability of parking place.
- 25.11 The contractor shall be responsible for and shall pay any compensation to his employees (i.e Drivers) payable under the Workmen's Compensation Act 1923 and 1933 and the amendments thereto for injuries caused to the driver. The contractor shall be responsible for and pay the expenses for providing medical treatment to any of their drivers who may suffer any bodily injury as a result of any accident during the course of duty with RailTel Corporation of India Ltd.
- 25.12 The firm shall indemnify RailTel Corporation against any or all claims which may arise under the Motor vehicle act or Workman's compensation other act or any other act or statue having bearing over the services and for engagement of workmen directly or indirectly of performance of work under the contract.

25.13 Contractor should take out and keep valid during the Contract period a Third Party Insurance as applicable in the Vehicle Act. A copy of this insurance should be submitted to this office along with the Agreement.

25.14 Logbook to be maintained detailing therein reporting KM, reporting time, releasing KM, releasing time of vehicles which will be countersigned by the RailTel user and the Driver (Driver's name should be indicated on the Logbook). This signed logbook shall be the basis for monthly payment to the Firm.

26.0 **Other General Conditions of Contract**

26.1. **GENERAL OBLIGATIONS**

26.1.1 If for administrative or other reasons the contract is transferred to the other region of RailTel the contract shall notwithstanding anything contained herein contrary thereto, be binding on the Contractor and the other region in the same manner and take effect in all respects as if the contractor and the other region had been parties thereto from the date of this contract.

26.2 **Law governing the contract**

26.2.1 The Contract shall be governed by the law for the time being in force in the Republic of India.

26.2.2 **Compliance** to regulations and bye-laws – The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected. The Contractor shall be bound to give all notices required by statute, regulations or bye -laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

26.3 **Communications to be in writing** – All notices, communications, references and complaints made by the RailTel or the Engineer or the Engineer's representative or the Contractor interest concerning the works shall be in writing and no notice, communication, references or complaint not in writing shall be recognized.

26.4 **Service of Notices on Contractors** – The Contractor shall furnish to the Executive Director(ER)/ RailTel the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contract if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have

been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by contractor to the Executive Director (E.R) / RailTel.

26.5 Assignment or subletting of contract:

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the RailTel.

26.6 Force Majeure Clause

If at any time, during the continuance of this Contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/ regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non- performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

26.7 Illegal Gratification

26.7.1 Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or his partner, agent or servant or anyone on his behalf, to any officer or employees of the RailTel, or to any person on his behalf in relation to obtaining or the execution of this or any other contract with the RailTel shall, in

addition to any criminal liability which he may incur, subject the contractor to the rescission of the contract and all other contracts with the RailTel and to the payment of any loss or damage resulting from such decision and the RailTel shall be entitled to deduct the amounts so payable from any moneys due to the Contractor (s) under this contract or any other contracts with the RailTel.

26.7.2 The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the RailTel and if he shall do so, the RailTel shall be entitled forthwith to rescind the contract and all other contracts with the RailTel. Any question or dispute as to the commission or any shall offence or compensation payable to the RailTel under this clause shall be settled by the Executive Director of RailTel, in such a manner as shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the Contractor will not be paid any compensation whatsoever except payments for his services.

27 **Claims**

27.1 **Monthly Statement of Claims** - The contractor shall prepare and furnish to the office once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled.

28 **Payments**

28.1 **Manner of payment:** Unless otherwise specified payments to the Contractor will be made through RTGS on monthly basis on submission of the bills along with the documents such as log book etc. the bill should be signed by the contractor and the user.

29 **Refund of security deposit** – The total security deposit shall become due and shall be paid to the Contractor after the successful completion of the contract.

30 **Non-Employment of drivers below the age of 18**

The Contractor shall not employ children below the age of 18 as drivers directly or through petty contractors or sub-contractors.

31 **Determination of Contract**

31.1 **Right of RailTel to determine the contract:** The RailTel shall be entitled to determine and terminate the contract at any time, should in the RailTel's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the RailTel of such determination and the reasons therefore shall be conclusive evidence thereof.

30 **Payment on determination of contract:**

30.1 Should the contract be determined under sub-clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the user. The RailTel's decision on the necessity and propriety of such expenditure shall be final and conclusive.

31.2 The contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

32. **TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**

32.1 The Contract shall be liable for termination if the Contractor:

- (i) becomes bankrupt or insolvent, or
- (ii) makes an arrangement with or assignment in favour of his creditors, or
- (iii) being a Company or Corporation, go into liquidation (other than voluntary liquidation) for the purpose of amalgamation or reconstruction, or
- iv) persistently disregards the instructions of the RailTel's Officials with regard to service quality or contravenes any provision of the contract, or
- v) promises offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel,
- vi) **(A)** at any time after the tender relating to the contract has been signed and submitted by the contractor, being a partnership firm admits as one of its partners or employ under it or being an incorporated company elect or nominate or allow

to act as one of its directors or employ under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railtel Corporation of India Ltd. for the time being owned and administered by the President of India before the expiry of two years from the date of retirement from the said service of such Executive or Officer unless such Executive or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be,

or (B) Fails to give at time of submitting the said tender:

- (a) The correct information as to the date of retirement of such retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the contractor at the time of submitting the said tender, or
- (b) the correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
- (c) being a partnership firm the correct information as to, whether any of its partners was such a retired engineer or retired officer, or
- (d) being an incorporated company, the correct information as to, whether any of its directors was such a retired engineer or retired officer, or
- (e) being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor. then and in any of the above said clauses, the Officer on behalf of the RailTel may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after the delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the RailTel, the RailTel shall be entitled after giving 48 hours' notice in writing to rescind the contract, to issue A Final Termination notice by RailTel after expiry of 48 hrs notice.

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

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

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

35 SETTLEMENT OF DISPUTE AND ARBITRATION

35.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.

35.2 All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

35.3 The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is up to Rs. 10 Lakhs. The arbitrator will be appointed by the Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Managing Director/RailTel shall appoint out of the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator

who shall act as deciding. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel Corporation of India Ltd.

- 35.4 Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

36.0 **Payment Terms**

- 36.1 Payments will be made on monthly basis on submission of Invoices along with log books, Vehicle insurance, RC details, Lease Agreement of Vehicle (if applicable) etc. No Invoice shall be entertained with incomplete and unsigned log books. Log Books should be filled/completed in all respect i.e indicating therein the reporting KM and time, releasing KM and time, destination and purpose of travel etc. and also concerned releasing authority's Signature on the log book. (Invoice should indicate Invoice No., Invoice date, PAN No., GST No., GST breakup on the Invoice. Invoice should be raised in favour of M/s. RailTel Corporation of India Ltd., Bhubaneswar with GST No. 21AABCR7176C1ZP.
- 36.2 Payment of bills will be made through ECS/RTGS. For this purpose details of the bank account and the code number /address of the bank will have to be advised by the agency along with the bill.
- 36.3 Tax deduction at source will be made as per statutory provisions.
- 36.4 Contractor should submit the monthly Invoice along with completed and signed Logbook to the Office In-charge of RailTel at Bhubaneswar.
- 36.5 1st bill of Contractor will be processed only after the Performance Guarantee as per LOA is submitted and after fulfilling the terms and conditions stipulated in this contract.

37.0 **Period of contract**

- 37.1 The services are required for a period of one year from the date of issue of LOA. The period of service contract may be further extended by one year and further by

one year provided satisfactory the performance of the contractor on the same rates and same terms and conditions.

38.0 Termination of the Contract.

38.1 The contract is liable to be terminated after giving 7 days notice, in case the services of the contractor are found unsatisfactory and /or any of the terms and conditions of the contract are violated.

39. Labour Law

39.1 Contractor is to abide by the provisions of payment of Wages act & Minimum Wages act in terms of of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same an application has been developed and hosted on website „www.shramikkalayn.indianrailways.gov.in“. Contractor shall register his firm/Company etc. and upload requisite details of Labour and their payment in this portal. These details shall be available in public domain. The registration / updation of portal shall be done as under;

39.2 Contractor shall apply for one time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of letter of acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.

39.3 Contractor once approved by any Executive, can create password with login ID (PAN No.) for subsequent use of portal for all LOA's issued in his favour.

39.4 The Contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA) /Contract Agreements on Shramikkalyan portal within 15 days of issue of any LOA for approval of concerned Executive. Executive shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.

39.5 After approval of LOA by Executive, contractor shall fill salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal on monthly basis.

39.6 It shall be mandatory upon contractor to ensure correct and prompt uploading of all salient details of engaged contractual Labour & payments made thereof after each wage period.

39.7 While processing payments of any "On Account Bill" or "Final Bill" or release of Advances" or "Performance Guaranty/ Security Deposit", Contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and made

payments made to them during the wage period in Railway's Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in till ____ Month, ____ Year"

SECTION – II

CHAPTER-2

Special Conditions of Contract

1. The contract is initially for one year from the date of issue of Letter of Acceptance (LOA) and extendable by one year and further one year provided the performance is satisfactory during previous one year. The extension of currency is sole discretion of RailTel.
2. The vehicle provided should be commercial registration for public transportation and the vehicle should have Full valid insurance and other statutory requirement like PUC, Fitness certificate shall be available during the period of contract.
3. **Duty hours & kilometers**
 - 3.1 Normal period of working will be 8.00 hours to 20.00 hours. The timings may be varied based on actual requirement of the officials subject to 12 hrs. per day. However they have to report any time during day and night as and when the vehicle is required.
 - 3.2 KMs will be counted from the reporting km. of the vehicle upto releasing km run of the vehicle as per actual duties. The kilometer on account of travel to and from the firm's garage shall not be payable. RCIL is not liable to provide parking place for the vehicle. The vehicles shall be deployed exclusively for RCIL and it should not be used anywhere else.
4. **Other conditions**
 - 4.1 The vehicle shall generally be used within area jurisdiction but can even be used for outside the jurisdiction as per the need basis.
 - 4.2 Normal working of vehicle will be all days in a month except Sunday and the drivers shall normally be given weekly off. However as per work requirement and circumstances the vehicle can be allied on Sunday also, for which week day off will be given.
 - 4.3 In case the driver with the vehicle fails to report at the required time/place and the RailTel official has to make alternate arrangements of his own, deduction of the charges paid for the arranged vehicle will be made from the bills of the firm and a penalty of Rs.500/- will be imposed for the failure on the part of the contractor.

- 4.4. 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 of the driver is not working, a penalty of Rs.150/- per day will be levied.
5. 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.
6. 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.
7. The vehicle odometer reading and time for starting and closing will be recorded at the reporting place. No additional mileage/time will be permitted for to & fro for the movement of the vehicle from supplier's premises/vehicle shed.
8. 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.
9. The vehicles should be of 2018 (Two Thousand Eighteen) or Later year of manufacture/registered.
10. The vehicle should be kept in good, neat and clean conditions at all times towels/seat covers to be provided in the vehicle which needs to be replenished /cleaned as required.
11. 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.
12. 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.

13. 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.
14. The contractor shall possess the vehicle which he/she proposed to use under this tender/ contract, registered with the competent authority in his/her name/ company or firm's name/partner's name or shall have a power of Attorney of the vehicle in his name/ company or firm's name/partner's name.
15. If the tenderer wishes to purchase new vehicle/(s) or intends to hire a new vehicle/(s) for providing service to RailTel, if their offer is accepted, they have to submit an undertaking stating that the vehicle/(s) 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 adjusted against part of Security Deposit. During the intervening period between time of award of contract and provision of new vehicle on hire, the contractor shall provide a vehicle of make and model indicated in the SOR.
16. The rates accepted by RailTel Corporation shall remain unchanged till the currency of the contract. In case of increase/ decrease in the price of Diesel RailTel Corporation reserve the right to increase/ decrease rates as per the prescribed formula indicated below:
 - 16.1 For increase or decrease of in diesel prices by less than 10%, no change in the prescribed rate will be allowed. In case increase/ decrease is beyond 10%, the rate shall be increased/ decreased by 1/4th of such percentage increase/ decrease in the fuel price. For this purpose the 'Base Rate' will be rate prevailing on the date of issue of LOA.

- 16.2 For example if fuel price is increased by 12% in relation to the price on the date of acceptance of the contract and the prescribed monthly accepted is Rs. 45,000/- then the prescribed rate may be increased by Rs. $45,000 \times 2\%$ (i.e. $12\% - 10\% \times \frac{1}{4} = (\text{Rs. } (45,000 \times 0.02 \times 0.25) \text{ i.e. Rs. } 225/-$.
- 16.3 For this purpose, firms are required to furnish initialed and current copy of bills (diesel price) along with monthly bill.
17. Bill passing officer is Jt.GM/TM/ Bhubaneswar and Bill paying officer is Jt.GM/Finance/Kolkata. A copy of the last receipt of payment of GST tax should accompany the bill.
18. 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.
19. 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 form No.5 of this tender document.
20. **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.
21. Staff of Agency should have Uniforms/ID Cards for entering in RailTel/MCL premises
22. Staff of Agency should not infringe/disturb the work of RailTel/MCL/Railways and if any damage occurs to assets of RailTel/MCL/Railways while plying & parking of vehicles, Agency will be responsible for the same
23. 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 and Performance Guarantee encashed.

Section – II

Chapter – 3

Forms of Tender

Form No.1
Annexure-A

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

*(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-. The stamp 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 Corporation of India Ltd., Eastern Region, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/We the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded tender documents from IREPS portal, I/We have verified the content of the document and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, 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 year on entire RailTel Corporation of India Ltd. Further, I/we (*insert name of the tenderer*) ** _____ and all 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 year on entire RailTel Corporation of India Ltd.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

** 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.

Form No.2

GURANTEE BOND FOR SECURITY DEPOSIT/PERFORMANCE GURANTEE
(On Stamp Paper of requisite value)
PERFORMANCE BANK GURANTEE BOND
(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks applicable for more than Rs. 5 Lacs)

In consideration of the RailTel Corporation of India Limited, 3rd & 16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071, (Herein after called RailTel)

1. (Herein after called 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
 and
 for (hereinafter called “the said
 Agreement”) of security deposit for the due fulfilment 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 and our local branch at
 (indicate detail address of local Branch with code no.) 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 there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

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 We shall be discharged from all liability under this Guarantee thereafter.

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.

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

We, the Bank further agree that this guarantee shall be invocable at our place of business at/..... (indicate detailed address of local with code no.). The branch at is being advised accordingly.
(indicate the name of Bank) lastly undertaken not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2021

for
(Indicate the name of the Bank)

Witness

1. Signature
Name

2. Signature
Name

Form No.3**AGREEMENT**

(CA No. _____ for the work of "Providing of 3 Nos. of vehicle on hire basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Sambalpur, Talcher & Jharsuguda".

This AGREEMENT is made at Kolkata on this _____ day of _____ two thousand and twenty One by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Corporate office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 and Eastern Regional Office at 3rd & 16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata - 700071 acting in the premises through _____/Eastern 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 "Providing of 3 Nos. of vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Sambalpur, Talcher & Jharsuguda" 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 "Providing of 3 Nos. of vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Sambalpur, Talcher & Jharsuguda" as per copy of Letter of Acceptance of Tender No. _____ Dated _____ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs. _____ (Rupees _____ Only) duly accepted by the contractor.

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

IN 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. Signature :
Date :
Name in Block Capitals :
Address :
2. Signature :
Date :
Name in Block Capitals :
Address :

Signed and delivered by Shri. _____ for and on behalf of _____, the contractor within named in the presence of:

1. Signature :
Date :
Name in Block Capitals :
Address :
2. Signature :
Date :
Name in Block Capitals :
Address :

Annexure – A : Tender Paper No. _____ with corrigendum, if any.

Annexure – B : Firm's offer.

Annexure – C : Letter of Acceptance No. _____ with all enclosures.
 Annexure – D : Copy of Contract Performance Guarantee.

Form No.4**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
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1.2 Preamble

Clause	Deviation (Including Justification)	Remarks
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1.3 Special conditions of Contract.

Clause	Deviation (Including Justification)	Remarks
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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

Form No. 13

Jt. General Manager (Finance)
RailTel Corporation of India Ltd. (Eastern Regional Office)
16th Floor, Chatterjee International Centre,
33A Jawaharlal Nehru Road,
Kolkata – 700 071

Sub. : Option for Payment through RTGS/NEFT

Sir,

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

DETAIL REQUIRED FOR PAYMENT THROUGH RTGS/NEFT

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

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

For Verified above Bank Particulars for Online payments

Authorized Signatory

Bank's Authorized Signatory