



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम), पूर्वी क्षेत्र

(CIN: U64202 DL 2000GOI107905)

19वीं मंजिल, ऑरोरा वाटरफ्रंट बिल्डिंग, प्लॉट नंबर 34/1,
ब्लॉक जीएन, सेक्टर-V, साल्ट लेक सिटी,
कोलकाता - 700091

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking), Eastern Region,

(CIN: U64202 DL 2000GOI107905)

19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN, Sector-V,
Salt Lake City, Kolkata – 700091

RailTel Website: <https://www.railtel.in>

e-Tendering portal <https://railtel.enivida.com>

**“रेलटेल पूर्वी क्षेत्र, कोलकाता के लिए मासिक और वाहन/दिन के आधार पर
वाहन किराये पर लेने की सेवाएं प्रदान करना”**

के लिए

इलेक्ट्रॉनिक ईओआई दस्तावेज

ELECTRONIC EOI DOCUMENT FOR

**“Providing Vehicle Hiring Services – On Monthly and Vehicle/Day
Basis for RailTel Eastern Region, Kolkata”**

ईओआई संख्या (EOI No.): RailTel/Tender/EOI/ER/HQ/2024-25/1555, Dt. 21.03.2025

खुलने की नियत तिथि (Due date for opening): 11.04.2025

ईओआई दस्तावेज की लागत (EOI Document Cost): Rs. 590/- (Incl. GST)

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रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम),

RailTel Corporation of India Ltd.

19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN, Sector-V,
Salt Lake City, Kolkata – 700091
Tel. No.: 033-44041499

ईओआई संख्या (EOI No.) RailTel/Tender/EOI/ER/HQ/2024-25/1555,

Dt. 21.03.2025

रुचि की अभिव्यक्ति सूचना (Expression of Interest Notice)

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड पूर्वी क्षेत्र (बाद में आरसीआईएल के रूप में संदर्भित) एकल चरण एकल पैकेट प्रणाली में "रेलटेल पूर्वी क्षेत्र, कोलकाता के लिए मासिक और वाहन/दिन के आधार पर वाहन किराये पर लेने की सेवाएं प्रदान करना" के लिए पात्र बोलीदाताओं से प्रस्ताव आमंत्रित करता है।

RailTel Corporation of India Ltd. Eastern Region (hereinafter referred as RCIL) invites offers from the eligible respondents for "Providing Vehicle Hiring Services – On Monthly and Vehicle/Day Basis for RailTel Eastern Region, Kolkata" in single stage single packet system.

व्यापक आवश्यकताएं, नियम और शर्तें रुचि की अभिव्यक्ति दस्तावेज़ में प्रदान की गई हैं।

Broad requirements, Terms and Conditions are provided in the Expression of Interest Document.

a)	ईओआई दस्तावेज़ की उपलब्धता Eoi Document Availability	On eNivida portal: - https://railtel.enivida.com
b)	ईओआई प्रस्ताव जमा करने की आरंभ तिथि और समय Start date and time for submission of offer to Eoi	21.03.2025 form 17:00 Hr. (Online)
c)	ईओआई प्रस्ताव जमा करने की अंतिम तिथि Last date for submission of offer to Eoi	11.04.2025 up to 14:00 Hr. (Online)
d)	स्पष्टीकरण मांगने की अंतिम तिथि और समय, यदि कोई हो Last date and time for seeking clarifications, if any	28.03.2025 up to 14:00 Hr.
e)	प्रस्तावों के खोलने की तिथि और समय Opening Date & Time of Offers	11.04.2025 at 14:30 Hr. (Online)
f)	बयाना राशि जमा) ईएमडी) Earnest Money Deposit (EMD)	Rs. 10,000/-
g)	पैनल की अवधि Period of Empanelment	01 (one) year, extendable for further one year on satisfactory performance on same terms & conditions and rates.

h)	प्रस्तावों की वैधता Validity of offers	60 days from the date of opening of Offers
i)	1 साल के लिए अनुमानित लागत Estimated Cost for one year	Rs. 14,48,056/- (Incl. GST)
j)	ईओआई दस्तावेज़ की लागत Eoi Document Cost	Rs. 590/- (Incl. GST) #Non-refundable

UDYAM पंजीकृत फर्म के लिए: लघु उद्योग इकाइयों / सूक्ष्म और लघु उद्यमों के लिए, एमएसएमई मंत्रालय के तहत UDYAM के साथ पंजीकृत और इस ईओआई में भाग लेने वाले को, निम्नलिखित छूट उपलब्ध होंगी:

- (i) उन्हें ईओआई दस्तावेज़ की लागत (यदि लागू हो) जमा करने से छूट दी जाएगी।
- (ii) उन्हें बयाना राशि जमा करने से भी छूट दी जाएगी।

ये छूट तभी लागू होंगी जब प्रस्ताव जमाकर्ता उद्यम के साथ पंजीकृत हो।

आगे के विवरण के लिए ईओआई दस्तावेज़ के अध्याय-4 का खंड 1 देखें।

For UDYAM registered firm: For Small Scale Units / Micro & Small Enterprises, registered with UDYAM under Ministry of MSME and participating in this EOI, following exemptions shall be available:

- (i) They shall be exempted from submission of cost of EOI documents (if applicable).
- (ii) They shall also be exempted from depositing Earnest money.

These exemptions shall be applicable provided Respondent is registered with UDYAM.

For further details refer Clause 1 of Chapter- 4 of the EOI document.

नोट: ईओआई सूचना और ईओआई दस्तावेज़ रेलटेल की वेबसाइट पर उपलब्ध हैं और इन्हें <https://www.railtel.in> या ई-टेंडरिंग पोर्टल <https://railtel.enivida.com> से डाउनलोड किया जा सकता है। ऑनलाइन बोली जमा करने के लिए, निविदाकर्ता को <https://railtel.enivida.com> पोर्टल से आवश्यक रूप से ईओआई दस्तावेज़ की एक आधिकारिक ऑनलाइन प्रति डाउनलोड करनी होगी। इस ईओआई के लिए भविष्य की सभी जानकारी अर्थात् शुद्धिपत्र / परिशिष्ट / संशोधन आदि केवल इस ई-टेंडरिंग पोर्टल पर पोस्ट किए जाएंगे। ईओआई दस्तावेज़ की मुद्रित प्रतियां रेलटेल कार्यालय से नहीं बेची जाएंगी।

Note: EOI Notice and EOI Document are available on RailTel's website and can be downloaded from <https://www.railtel.in> or from the e-Tendering portal <https://railtel.enivida.com>. For online bid submission, the respondent will have to necessarily download an official online copy of the EOI document from the portal <https://railtel.enivida.com>. All future information viz. corrigendum / addendum/ amendments etc. for this EOI shall be posted on this e-Tendering Portal only. Printed copies of the EOI document will not be sold from the RailTel office.

आरसीआईएल बिना किसी कारण के प्रस्तावों को स्वीकार/अस्वीकार करने का अधिकार सुरक्षित रखता है।
RCIL reserves the right to accept/reject the offers without any reason.

प्रस्ताव जमाकर्ता रुचि की अभिव्यक्ति की तैयारी, प्रस्तुत करने/भाग लेने से संबंधित सभी लागतों को वहन करेगा। रेलटेल इन लागतों के लिए किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा, चाहे बोली प्रक्रिया के आचरण या परिणाम कुछ भी हों।

The Respondent shall bear all cost associated with preparation, submission/participation of the Expression of Interest. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

प्रस्ताव उपर्युक्त तिथि को उन प्रस्ताव जमाकर्ताओं की उपस्थिति में खोले जाएंगे जो उपस्थित होना चाहते हैं। यदि बोली प्राप्ति/खोलने की तिथि को अवकाश होता है, तो इसे अगले कार्य दिवस पर किया जाएगा।

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

ई-टेंडरिंग के संबंध में ईओआई दस्तावेज़ लागत और ईएमडी केवल ई-निविदा पोर्टल के भुगतान गेटवे के माध्यम से स्वीकार की जाएगी। ई-निविदा (ई-टेंडर) पोर्टल पर आमंत्रित ईओआई के लिए सावधि जमा रसीद (एफडीआर) ईएमडी के रूप में स्वीकार नहीं की जाएगी।

EOI Document Cost & EMD in respect of e-tendering, will be accepted through payment gateway of eNivida Portal only. Fixed Deposit Receipt (FDR) will not be accepted as EMD for EOI invited on e-Nivida (e-tender) portal.

उप महाप्रबंधक/अनुबंध
रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए
DGM/Contracts
For RailTel Corporation of India Ltd., Eastern Region

Chapter – 1

e-Tendering Instructions to Respondent

INSTRUCTIONS TO THE RESPONDENT: PART 1

1.0 General

These are the Special Instructions to the Respondent for Tendering.

The RailTel Tenders are published on <https://www.railtel.in> and on e-Procurement Portal <https://railtel.enivida.com>

- 1.1 For E-Tendering bids /information by respondent is to be submitted “Online” on e-Procurement Portal <https://railtel.enivida.com>. Any document / information pertaining to this EOI will have to be submitted by the respondent on line. The digital signature of the respondent on the e-tender form will be considered as confirmation that the respondent has read, understood and accepted all the documents, unless special deviation is quoted by the respondent in the technical & commercial deviation templates.

Please note all columns should be filled and blank columns, if any, should be marked as nil.

Please read carefully all the clauses of the EOI Document before uploading the EOI form. Please sign on each page.

The respondent may download EOI document from the website ‘<https://www.railtel.in>’ or from the e-procurementportal ‘<https://railtel.enivida.com>’,

NOTE: For online bid submission the respondent will have to necessarily download an official online copy of the EOI document from e-Procurement Portal <https://railtel.enivida.com> and this should be done well before the deadline for offer-submission.

2.0 Submission of the Offer:

The respondent is required to submit the technical bid and Price bid in eNivida portal before due date & time of submission of offers specified in this EOI document.

Following documents shall be submitted in Technical and Price bid as given below:

“TECHNICAL BID”; -The bid shall consist of the following: -

- i. Completed Offer Letter.
- ii. Signed Copy of EOI Document/ Corrigendum(s).
- iii. E-receipt of EMD.
- iv. E-receipt of EOI Document fee.
- v. Power of attorney/Authorization.
- vi. Affidavit.
- vii. In case respondent happens to be Small Scale Units / Micro & Small

Enterprises, MSME registered with UDYAM under Ministry of MSME MSE, the documentary evidence for the same shall be submitted.

- viii. Bid Security Declaration (If respondent is claiming exemption under MSE clause).

- 2.1 Clause-wise compliance to EOI conditions shall be submitted
- 2.2 Documentary proof of qualifying criteria
- 2.3 Duly filled and signed all Annexures mentioned in the EOI Document.
- 2.4 Any other document asked in the EOI but not listed above.
- 2.5 Any Other information desired to be submitted by the respondent.

3.0 Fax Offers & Late Offers:

Fax Offer documents and Late/Delayed offers would not be considered.

4.0 Attendance of Representatives for EOI Opening:

Representatives of respondents desirous to attend the EOI opening can do so on production of a proper letter of authority from the respective firm along with identity proof, failing which they may not be allowed to attend the EOI opening.

5.0 Addendum / Corrigendum:

Addendum / Corrigendum to the EOI documents may be issued by RailTel prior to the date of opening of the offers, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on RailTel Website & eNivida portal. Respondents who are unable or unwilling to bring their offers to conform to the requirements of the RailTel are liable to be rejected.

6.0 Bid submission and Opening date

1. The offer should be submitted along with Technical & Price bid document (all documents) in eNivida portal as per date & time given in the EOI Notice.
2. The respondent's offers will be opened at the time & date of opening of the EOI given in the EOI Notice in presence of such Respondents/ Representatives who choose to be present.
3. Offers received after due date and time shall be summarily rejected and shall not be opened.

7.0 Submission of offline documents:

Original copy of following documents is needed to be submitted by the respondent in offline mode in sealed envelope before opening of offers:

- a. **Power of Attorney/Authorization/equivalent document.**
- b. **Affidavit as per Annexure-A.**
- c. **Bid Security Declaration (in case of MSE) as per Annexure-5.**

8.0 “Financial Bid”:

Only Financial Bid in the Excel format downloaded from the eNivida Portal to filled up and to be uploaded in the portal.

9.0 Queries/Clarifications:

The written queries/ clarification request may be sent to RailTel's office through e-mail to siddharthaghosh@railtelindia.com with copy to pdjames@railtelindia.com (in pdf & word or excel format) or by post latest by 28.03.2025.

Reply of relevant queries/ clarifications sought will be replied to the concerned respondent/ uploaded in eNivida portal, as applicable.

Clarifications sought should be submitted in the following format:

Sl. No.	Clause No.& Chapter No.	Page No.	Sub-clause No./ Point No.	Content of the clause requires clarification	Points of clarification required	Remarks

Chapter - 1A

E-Tendering Instructions to Respondent

INSTRUCTIONS TO THE RESPONDENT: PART 2

1.0 GENERAL:

These Special Instructions (for e-Tendering) supplement 'Instruction to Respondent', as given in Chapter- 1 of the EOI Document. Submission of offers only through online process is mandatory for this EOI.

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://railtel.enivida.com>. Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the respondent in registering on the e-tender Portal, and submitting their offer online on the e-tendering portal as per uploaded bid. More information for submitting online offers on the eNivida Portal may be obtained at: <https://railtel.enivida.com>

2.0 GUIDELINES FOR REGISTRATION:

1. Respondent are required to enroll on the e-Procurement Portal: <https://railtel.enivida.com/bidderRegistration/newRegistration> or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+ Applicable GST.
2. As part of the enrolment process, the respondent will be required to choose a unique username and assign a password for their account.
3. Respondent are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the respondent.
4. Upon enrolment, the respondent will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) with their profile.
5. Only valid DSC should be registered by a respondent. Please note that the respondents are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Respondent then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC /e-Token.

7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, respondent need to send their acknowledgement copy on our help desk mail id enividahelpdesk@gmail.com for activation of account.

3.0 SEARCHING FOR EOI DOCUMENT:

1. There are various search options built in the e-tender Portal, to facilitate respondent to search active tenders by several parameters.
2. Once the respondent has selected the tenders they are interested in, respondent shall scan pay the EOI Document fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then respondent may download the required documents / EOI schedules, Bid documents etc. Once respondent pay both fee, tenders will be moved to the respective 'requested' Tab. This would enable the e-tender Portal to intimate the respondent through SMS / e-mail in case there is any corrigendum issued to the EOI document.

4.0 PREPARATION OF OFFERS:

1. Respondent should take into account any corrigendum published on the EOI document before submitting their offer.
2. Please go through the EOI notice and the EOI document carefully to understand the documents required to be submitted as part of the bid.
3. Respondent, in advance, should get ready the bid documents to be submitted as indicated in the EOI document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option, which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the respondent. Respondent can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

5 SUBMISSION OF OFFERS:

1. Respondent should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Respondent will be responsible for any delay due to other

issues.

2. The respondent has to digitally sign and upload the required bid documents one by one as indicated in the EOI document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Respondent has to select the payment option as “e-payment” to pay the EOI Document fee / EMD as applicable and enter details of the instrument.
4. Respondent are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the EOI document, then the same is to be downloaded and to be filled by all the respondent. Respondent are required to download the BOQ file, open it and complete the Colored (unprotected) cells with their respective financial quotes and other details (such as name of the respondent). No other cells should be changed. Once the details have been completed, the respondent should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the respondent, the bid will be rejected.
5. The server time (which is displayed on the respondent' dashboard) will be considered as the standard time for referencing the deadlines for submission of the offer by the respondent, opening of offer etc. The respondent should follow this time during bid submission.
6. The uploaded EOI documents become readable only after the EOI opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful EOI submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The EOI summary has to be printed and kept as an acknowledgement of the submission of the EOI. This acknowledgement may be used as an entry pass for any bid opening meetings.

Note: Respondent has to submit original copy of affidavit, Power of Attorney and Bid Security Declaration (if applicable) to RailTel/ER office before due date and time of bid opening. However, scan copy is to be uploaded in e Nivida Portal.

6. For any clarification in using eNivida Portal:

1. Any queries relating to the EOI document and the terms and conditions contained therein should be addressed to the EOI Inviting Authority for a EOI or the relevant contact person indicated in the EOI Document.

2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/8448288988

Mail id: - enividahelpdesk@gmail.com

Chapter- 2

DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this EOI and contract have the following meanings:

- i. “RCIL” means RailTel Corporation of India Ltd., Eastern Region
- ii. “Principal” refers to RailTel Corporation of India Ltd Eastern Region
- iii. “Respondent” means firm/company/business entity that submits Offer in response to this Expression of Interest.
- iv. “Offer” means a proposal submitted by Respondents in response to this Expression of Interest issued by RailTel for selection of “Vehicle Hiring Agency”.
- v. “Committee” means the committee constituted by RailTel for evaluation of Offers.
- vi. “Company” means the firm/company/business entity, selected through the competitive process in pursuance of this EOI, for providing The Vehicle Hiring Services to RailTel/Kolkata on Monthly & daily basis.
- vii. “EMD” means “Earnest Money Deposit”.
- viii. “PG” means “Performance Guarantee”.
- ix. “SD” means Security Deposit.
- x. “Contract Agreement” refers to the contract agreement to be signed between RCIL and the Company.

Chapter- 3

NOTICE INVITING EXPRESSION OF INTEREST

RailTel Corporation of India Ltd., Eastern Region (hereinafter referred as RCIL) invites Expression of Interest for “Providing Vehicle Hiring Services – On Monthly and Vehicle/Day Basis for RailTel Eastern Region, Kolkata”. Terms and Conditions are as follows.

Broad requirements:

1. RailTel may place order vehicle on hire to the enlisted agency as and when there is a requirement of vehicle.
2. The empaneled agency should provide the vehicle hiring services all over West Bengal. The prescribed rates for the Vehicle hiring services shall include all type of LMVs on monthly or daily basis and the rates will be including all applicable taxes and charges.
3. RailTel may form a panel consisting of maximum three agencies, for each category of Vehicle Services. If sufficient number of offers (with reasonable rate) for a particular category of service is not received, RailTel may issue counter offers to the agencies with reasonable rates, on acceptance of counteroffer, the agency will be included in the panel.
4. The agreement shall be valid for a period of 01 (one) year from the date of issue of Letter of Acceptance. The agreement may be extended beyond 01 (one) year for a further period of one year on the same terms & conditions and rates, at the sole discretion of RailTel.
5. RailTel reserves the right to obtain services of any number of agencies, at any point of time even at a short notice
6. The drivers of the vehicle to be provided with Mobile Phones in working condition.

NOTE: Please note that after review of offers received, short listed parties will be suitably conveyed for further necessary action. RCIL reserves the right to accept/reject the offers without any reason.

Chapter – 4

TERMS & CONDITIONS OF CONTRACT

1.0 Exemption/ Preference for UDYAM registered firms: For Small Scale Units / Micro & Small Enterprises, registered with UDYAM under Ministry of MSME and participating in this EOI, following exemptions shall be available:

- (i) They shall be exempted from submission of cost of EOI documents.
- (ii) They shall also be exempted from depositing Earnest money.

These exemptions shall be applicable provided respondent is registered with UDYAM.

Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid UDYAM registration certificate and Bid Security Declaration as per Annexure-5, otherwise their offer would not be considered, will be treated as invalid and summarily rejected.

- (iii) As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119 (E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.
- (iv) However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. Further, as mentioned in O.M. No. 5/2(2)/2021- E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only. Accordingly, in Udyam site if it is mentioned as "TRADING" "[For availing benefits of Priority Sector Lending]" Then, the respondents submitted Udyam certificate showing above in Udyam site will not be considered for exemption of cost of EOI Document and EMD and their offer will be summarily rejected.

(v) TReDS facility:

1. RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The respondent is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
2. MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

3. MSE vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
4. RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

(vi) Purchase preference to MSEs:

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the respondent wants to avail the Purchase preference, the respondent must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the respondent must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such agencies shall be given opportunity to match L-1 price and enlisted.

2.0 Eligibility Criteria:

I.	Technical Eligibility Criteria	
	Eligibility Criteria	Documentary proof to be Submitted
	<ol style="list-style-type: none"> 1. The respondents having a minimum fleet 05 Commercial vehicle of 2022 make or later models registered with RTOs situated in Kolkata metropolitan area and authorized to ply as hired vehicle as per section 66 MVA-1988 are eligible to participate in the bid. The vehicle should be registered for use as hired vehicle in the name of firm or in the name of proprietor or in the name of partner(s) of the firm or lease agreement with the owner of the vehicle. 2. The respondents must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which EOI is invited to any 	<ol style="list-style-type: none"> 1. Self-attested copy of partnership Deed or Article of Association or ownership certificate to be enclosed. The firms will have to submit a list of vehicles / cars segment wise indicating the make, registration no. and model along with photocopies of registration certificate with copy of lease agreement with the owner of the vehicle if it is leased by the respondent from the owner. 2. The respondent will have to submit the proof of establishment for the Eligibility. 3. "Similar work" for this EOI shall be "Supply of vehicle hiring services on monthly basis or vehicle/day basis in Kolkata/

	Govt. / Semi-Govt. / PSU / Public Listed Company: i. Three similar works each costing not less than the amount equal to 30% of advertised value of the EOI, or ii. Two similar works each costing not less than the amount equal to 40% of advertised value of the EOI, or iii. One similar work each costing not less than the amount equal to 60% of advertised value of the EOI.	Howrah area” to Govt. / Semi-Govt. / PSU / Public Listed Company”. The respondent shall furnish the Work completion certificate along with Purchase Orders/ Work Orders issued by customer/s for the service.
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Note:

1. Respondent must submit a certificate along with documentary evidence to prove that he/agency/firm is in the similar business for more than last 7 years.
2. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization or PSUs, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange (NSE) or Bombay Stock Exchange (BSE), incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case respondent submits work experience certificate issued by public listed company, the respondent shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

3. Respondent submitting the bid should submit an affidavit that he or his firm has not been black-listed by any of the government department / PSUs etc. upto the date of submission of the offer to RailTel as per **Annexure – 3**.
4. In case the firm(s) is / are registered as partnership firm, a copy of the “Partnership Deed” will have to be attached along with EOI documents. Any person who is in Govt. service or is an employee of RCIL shall not be a partner to the agency. (Partnership registered after opening of the EOI will not be accepted. In case of partnership, eligibility criteria should be fulfilled by the partnership firm and not by any of the individual partnership firm).
5. Respondent Agency/Firm should have their registered office in Kolkata /Howrah area (i.e. Municipal corporation of Kolkata), copy of registered office address proof should be submitted.

II.	Financial Eligibility Criteria	
	Eligibility Criteria	Documentary proof to be Submitted
	<p>The respondent should have minimum cumulative turnover from operation in the previous 03 (three) financial years (i.e., FY: 2021-22, 2022-23, 2023-24) and the current financial year, at least 150% of the advertised value of the EOI. The respondents shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/ Certificate.</p> <p>Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.</p>	<ol style="list-style-type: none"> 1. Audited Balance Sheet for FY 2021-22, FY 2022-23 and F.Y.2023-24; and for current F.Y. 2024-25 statement of contract receipt received duly certified by CA should be submitted. 2. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/ Certificate.

3.0 Verification of documents and Certification: -

The respondents shall submit along with the EOI document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the EOI document. Each page of the copy of documents/certificates in support of credentials, submitted by the respondents shall be self- attested/digitally signed by the respondents or authorized representative of the respondent firm. Self- attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the respondent as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their offer.

The respondents shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the respondent is enclosed as **Annexure-A. Non submission of an affidavit by the respondent shall result in summary rejection of his/their bid.** It shall be mandatorily incumbent upon the respondent to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the qualifying criteria mentioned in the EOI Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of the respondent as far as his qualification for the EOI is concerned.

- a) The RailTel reserves the right to verify all statements, information and documents submitted by respondent in his EOI offer, and the respondent 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 respondent of its obligations or liabilities here under nor will it affect any rights of the RailTel there under.
- b) In case of any wrong information submitted by the respondent, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Bank Guarantee (PBG) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

Annexure-A**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY RESPONDENTS ALONGWITH THE EOI DOCUMENT**

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

I..... (Name and designation) ** Appointed as the attorney/authorized signatory of the respondent (including its constituents),

M/s (hereinafter called the respondent) for the purpose of the EOI documents for the work of as per the EOI No..... of (RailTel Corporation of India Limited/Eastern Region), do hereby solemnly affirm state on the behalf of the respondent including its constituents as under:

1. I/We the respondent(s) am/are signing this document after carefully reading the contents.
2. I/we the respondent(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have used EOI document received from RailTel through speed post/courier service/ e-mail and there is no addition no deletion or no alternation to be content of the EOI documents. In case of any discrepancy noticed at any stage i.e. evaluation of offers, 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 clarify 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 information and documents submitted along with the EOI 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 the process for evaluation of offers, it shall lead to forfeiture the EMD besides banning of business for five years on entire RailTel. Further, I/we (Insert name of the respondent) ** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, It will lead to termination of the contract, along with forfeiture of EMD/SD and performance bank guaranty besides any other action provided in the contract including banning of business for five years on entire

RailTel.

DEPONENT

SEAL AND SIGNATURE OF THE RESPONDENT

VERIFICATION

I/we above named EOI 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 RESPONDENT

Place:

Dated:

** The details as appropriate are to be filled in suitably by respondent. Attestation before Magistrate/Notary Public.

4.0 Period of validity of Offers: -

- 4.1 The price quoted in the bid shall remain valid for accepted by the purchaser for a period as detailed below:

60 days from date of opening of Offers.

A bid valid for a shorter period shall be rejected by purchaser as non-responsive.

- 4.2 In case the purchaser requests in writing, the respondent as to extend the period of validity of their offers, they may have confirmed the extension of the validity of their offers in writing unconditionally. A respondent may refuse the request without forfeiting its EMD. A respondent accepting the request and granting extension will not be permitted to modify its bid.

Chapter- 5

ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

1. **Earnest Money Deposit (EMD):** All The respondents shall submit the EMD of Rs. 10,000/- payment through gateway of eNivida portal only.

On completion of the enlistment, the EMD of unsuccessful respondents will be released; and EMD of successful respondent shall be released after receiving of Performance Guarantee.

2. **PERFORMANCE GUARANTEE (PG):** The successful respondent shall submit 5% of awarded cost including GST detailed in the Purchase Order/ Letter of Acceptance towards **Performance Guarantee*** in the form of online transfer or irrevocable Bank Guarantee from any scheduled commercial bank (either Private or PSU) but not from any cooperative Bank or NBFC within 30 days of issue of Purchase Order/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 PO/LOA, till the date of PG is received. If Performance Guarantee is not submitted by the successful bidder within 60 days from the date issue of LOA/Purchase Order, RailTel may terminate the contract.

* Round off to nearest higher Rs. 1000/- (one thousand).

The Performance Guarantee Amount shall be initially valid up to stipulated date of completion of all contractual obligations plus 03 (three) months along with a claim period of 01 (one) year (time period between expiry date and claim date) on top of guarantee period. Performance Guarantee Amount shall be released after satisfactorily completion of the work and on expiry of warranty. The Bank Guarantee should be issued & confirmed through SFMS (Structured Financial Messaging System).

Note:

- I. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of respondent 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.

Detail for online SFMS confirmation using the platform is as below:

BG advising message – IFN 760COV/ IFN 767COV via SFMS

To mandatorily send the Cover message at the time of BG issuance.

IFSC Code of ICICI Bank to be used (ICIC0000007).

Mention the unique reference (RAILTEL6103) in field 7037

- II. Any Performance Guarantee up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.

RailTel' Bank Account Details for online transfer are given as under:

Bank: Union Bank of India,
A/C No.: 401601010519491
IFSC Code: UBIN0540161
Branch: Camac Street Branch
Address: 1/1, Camac Street, Ground Floor,
Kolkata, West Bengal, PIN-700016

III. Performance guarantee in the form of Fixed deposit receipt (FDR) will not be accepted.

- IV. No Interest on Earnest Money and Performance Guarantee:
No interest shall be paid on the amount of earnest money and Performance Guarantee held by RailTel, at any stage.
- V. The Performance Guarantee shall be submitted by the successful respondent after the Letter of Acceptance (LOA)/Purchase Order 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.
- VI. The value of PG 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 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- VII. The Performance Guarantee (PG) shall be released on completion of Contract including warranty period obligations under the contract, duly adjusting any dues recoverable from the successful respondent.
- 2.1 Whenever the contract is rescinded, the Performance Guarantee as received shall be encashed. The balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the EOI for executing the balance work. If the failed contractor is a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the EOI for the balance work in his/her individual capacity or as a partner of any other partnership firm.
- 2.2 The original contractor shall be debarred from participating in the EOI for executing the balance work. If the failed contractor is a partnership firm, then every member/partner of such firm would be debarred from participating in the EOI for the balance work either in his/her individual capacity or as a partner of any other partnership firm.
- 2.3 No interest will be payable upon the amounts payable to the Contractor under the Contract.
- 2.4 The documents submitted along with the offer shall be page numbered, signed by the respondent with their seal.
- 2.5 Non-adherence to these as well as stipulations of Special Conditions at variance to those specified herein and having financial implications are likely to make their offer non-acceptable.
3. **Security Deposit:** Not Applicable.
4. The Rates must be unconditional. Incomplete or conditional quotes shall be rejected summarily. Agency submitting the bid must sign each paper of the EOI documents and shall be uploaded in the e-tendering portal.
5. RailTel reserves the right to reject all or any of the offer, accept more than one offer.
6. The agreement shall be valid for a period of 01 (one) year from the date of issue of the letter (LOA) engaging the firm by the RailTel which can also be extended on the same terms and conditions for a further period of 1 more year, extendable at a time on the basis of satisfactory services.

7. Contract can be short closed/terminated at the discretion of the RailTel on account of unsatisfactory services rendered by the firm.
8. RailTel during the period of contract, reserves the right to obtain services upto+25% or -25% number of vehicles or Vehicle/days or contract period of original agreement or extended agreement.
9. The firm(s) shall irrevocably consent to the sole jurisdiction of the courts of Kolkata in connection with any action(s) or proceeding arising out of or in relation to this contract.
10. The agency submitting the offer should have a valid Permanent Account number issued by the Income Tax Department of the Government of India and a copy of the same is to be attached with the EOI document.
11. Agency submitting the offer should have valid West Bengal GST registration Number and should attach a copy of the same with the tender.
12. The agency should have proven experience of Vehicle Hiring Service in any Govt. / Semi-Govt. / PSU / Public Listed Company in the last 07 (seven) FYs.
13. The offered rates for vehicle hiring services shall be all inclusive. No additional charges will be admissible, except given in Clause No. 5 & 6 of Chapter- 6: Special Conditions of Contract.
14. The agency should provide names, addresses and mobile phone number of the drivers deployed in RCIL.
15. The rates quoted by the agencies shall not be revised or altered during the currency of the contract period / extended contract period.
16. Invoices for Vehicle Hiring service for any month shall be preferred in the first week of the following month to PED/ER or his representative or other authority specifically mentioned.
17. The service should be available 24 hours on all seven days of the week.
18. The agency will ensure booking and punctuality of the Vehicle Hiring Services.
19. In case of unsatisfactory service in any other respect whatsoever, the decision of the RCIL will be final.
20. Government taxes as applicable from time to time will be deducted at source by RCIL.
21. In case the agency desires to terminate the agreement, it should give 01 (one) month's notice in advance.
22. In case of acceptance of offer, the contract containing these terms and conditions will have to be signed and stamped by the proprietor/ partner / authorized signatory of the agency, failing which the offer shall be treated as withdrawn and no further request in this regard shall be entertained.
23. All applicable laws, ordinances, statues, rules, regulations, order or decrees in effect, issued by Government of India, State Government, local Municipal and other legal governing bodies, at the time of the empanelment shall apply to Vehicle Hiring Service agency and its employees and representatives.

24. The respondent shall be responsible for the compliance of the provision as required by the various course of their work. The respondent shall be responsible for the compliance of the provisions as required by various statutory requirement for this kind of job.
25. The agency shall be legally liable and responsible for any controversy of any legal requirements and consequent liability with regard to the person deployed by the respondent in connection with the work assigned to the agency by the company.
26. In the event of the contract not being performed or carried out to the RailTel's satisfaction, it would be construed as a breach of the contract, and RailTel will be at liberty to terminate this agreement after serving 01 (one) month's notice and no compensation in lieu thereof will be considered.
27. In case the firm(s) is /are registered as partnership, a copy of the "Partnership Deed" will have to be attached along with offer documents. Any person who is in Govt. service or is an employee of RailTel shall not be a partner to the agency.
28. RCIL reserves the right to reject all or any of the bid, accept more than one bid or terminate the agreement at any point of time during the currency of the agreement without assigning any reason(s) whatsoever.
29. The rates in the Bid should be in figures as well as in words. Alterations, if any, should be attested by the agency or its authorized signatory.
30. RailTel shall not be responsible for any postal delay resulting in non-receipt of Bids/Offer in the regional office of RCIL.
31. Rates must be unconditional. Incomplete or conditional bids/offers shall be rejected summarily. The agency submitting the bids/offers must sign each paper of the Bid.
32. Agency submitting the bids/offers should submit an affidavit that he/ she or his/her firm has not been black-listed by any of the organization/ government departments till the date of submission of the bid to RailTel.
33. The completed bid will be accepted till 14.00 hrs. on 11.04.2025 and will be opened on the same date at 14:30 hrs. In case 11.04.2025 is declared holiday, the bids/offers shall be opened on the next working day at 14.30 hrs. The respondents are welcome to attend the bid opening.
34. RailTel may decide to empanel more than 1 (one) respondent if needed. For this purpose, the respondents have to come down at the rate of L1 respondent.

35. Termination of Contract:

35.1 RailTel, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the respondent giving 01 (one) month's notice, may terminate the Contract in whole or in part:

- a) If the Vendor fails to deliver any Services within the period(s) specified in the Contract, or within any extension thereof granted by RailTel;

and/or

- b) If the Vendor fails to perform any other obligation(s) under the contract.

and/or

- c) for any reasons which RailTel, at its sole discretion consider a fit and proper ground for termination of the Agreement;

and/or

- d) on the happening of any termination event mentioned herein above in this Agreement;

and/or

- e) in the interest of RailTel

35.2 In the event the RailTel terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered. However, the Vendor shall continue performance of the Contract to the extent not terminated.

36. Resolution of Disputes:

36.1 RailTel and the successful respondent shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

36.2 If RailTel and the successful respondent have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below:

- (i) 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.
- (ii) 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.
- (iii) 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 Chairman cum 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. Chairman cum 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 Chairman cum 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.
- (iv) 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.

37. Updation of Labour data:

- A. Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages act in terms 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.shramikkalyan.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:
- a) Contractor shall apply for one time registration of his company/firm etc. in the Shramik kalyan 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.
 - b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Contract Agreements on Shramik kalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramik kalyan portal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. "While processing payment of any "On Account Bill" or "Final Bill" or release of "Advances" or "Performance Guarantee/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 payments made to them during the wage period in Railway's Shramik kalyan portal at "www.shramikkalyan.indianrailways.gov.in" till _____ Month _____ Year."

38. AGREEMENT:

- 38.1 The successful Respondent shall within 15 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions, in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and Schedule of Requirements referred to therein duly completed. The format for agreement is included in **Annexure- 2**.
- 38.2 In the event of any respondent whose offer is accepted, refuses to execute the Contract as herein before provided, RailTel may determine that such respondent has abandoned the contract and thereupon his offer and the acceptance thereof shall be treated as withdrawn and RailTel shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damage for such default.

39. Right of RailTel to deal with Tenders

- 39.1 The RailTel reserves the right of not to invite tenders for any of RailTel work or works or to invite open or limited tenders and when tenders are called to accept a offer in whole or in part or reject any offer or all offers without assigning reasons for any such action.
- 39.2 The authority for the acceptance of the EOI will rest with the RailTel. It shall not be obligatory on the said authority to accept the lowest offer or any other offer and no respondent(s) shall demand neither any explanation for the cause of rejection of his /their offer nor the RailTel undertake to assign reasons for declining to consider or reject any particular offer or offers.
- 39.3 If the Respondent (s) deliberately gives/give wrong information in his/their offer or creates/create circumstances for the acceptance of his/their offer, RailTel reserves the right to reject such offer at any stage.

40. Force Majeure

Force majeure shall mean –

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

41. Governing Laws

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

42. Termination for Insolvency

The purchaser may at any time terminate the contract by giving 01 (one) Month's written notice to the contractor, without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect to the Purchaser.

43. Insurance

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

44. Variation of Quantities at the Time of Award

44.1 RailTel reserves the right to cancel the EOI for full or part quantity tendered without assigning any reason.

44.2 The purchaser reserves the right to increase and / or decrease the order quantity The tendered quantity can be increased or decreased by 30 (Thirty per cent) for ordering, if so warranted.

45. Bid Prices, Taxes & Duties:

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

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

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

46. The agency should provide all registered vehicles holding required permit of contract carriage for passenger transportation from the State Transport Licensing authority. The agency shall at all times be responsible and accountable for any illegality arising out of any violation of such of such permit at any time during the period of the contract. Even in cases where the agency resorts to sub-contracting of vehicles, it is its own duty to ensure that only registered vehicles holding such permit from the license authority are provided without prejudice to the fact that the responsibility and accountabilities of such sub-contracting rest with the agency itself and in no way, RailTel shall be held liable to undertake any kind of responsibility in any manner. It is the agency who shall keep RailTel indemnified from all losses, claims, or outgoings whatsoever if any on account of any default committed or cause to have been committed at any item by the agency or its sub-contractor(s) in providing the vehicles to RailTel under the contract.

47. The Antecedents of the driver provided with the vehicles should be thoroughly checked by the agency and should verify authenticity of the Identity indicated in the Driving license.

The terms and conditions mentioned in paras 1 to 46 above are acceptable to me/ us and shall be binding on me /us in all circumstances.

Signature of the Respondent with Seal/Stamp

Chapter- 6

SPECIAL CONDITIONS OF CONTRACT

(Operation & Maintenance of Vehicles) FOR “Providing Vehicle Hiring Services – On Monthly and Vehicle/Day Basis for RailTel Eastern Region, Kolkata”.

1. The Vehicle should display prominently “On Govt. of India (RailTel) Duty”.

The driver must be well-mannered, well acquainted with Kolkata area and should attend the duty on time in proper and clean uniform with name badge and with valid driving license. RailTel Corporation of India Ltd. (hereinafter referred to as RailTel) has the right to ask the agency for removal of the driver of a vehicle who is not found competent, orderly or disciplined. Any unsatisfactory performance or rude manner or such similar case from the Driver will attract Penalty as per case on written complaint of the Vehicle using officer. In case of any misbehavior by the vehicle driver or any negligence in duties/driving the vehicle, RailTel reserves the right to ask for the change of the driver and the contractor shall be liable to be fined up to sum of Rs. 500/- at the sole discretion of the administration.

2. The Vehicle provided by the agency will be regularly inspected by the officers nominated for this purpose and in case of non-compliance of any of these terms & conditions, or any unsatisfactory service of the Vehicle, penalty as per EOI Document Clause per case shall be imposed on the agency against each violation separately on coming to notice under each inspection or on being brought to the notice by the concerned official availing the service. In case the vehicle is required to be changed on the request of the concerned officer or on account of any unavoidable replacement, a new vehicle number shall have to be advised to RailTel's nominated officer for this purpose and duly inspected by him before deployed by the agency.
3. Each vehicle which are being hired on monthly basis will be required for approximately **2000 kms.** per month with aggregated duty of **300 hrs. per month.**

For running on daily basis, vehicle is required for **100 Kms per day** with aggregated duty of **10 hrs. The Vehicle may be required for all the 7 days in a week, including holidays.**

4. For the purpose monthly basis hiring services, Extra Kms. & hours charges and Night halt charges will be provided as under:

S. No.	Vehicle type	Approx. No. of Vehicle required on monthly Basis	Local		Outstation
			Extra Kms. (above 2000 Kms) (Incl. GST)	Extra Hrs. (above 10 hrs.) (Incl. GST)	Night halt charges including Driver's Allowances (per night) (Incl. GST)
1.	Sedan	1	13.65	136.50	525
2.	Premium Sedan	1	14.7	147.00	525

5. For the purpose of vehicle hiring service – per vehicle-day basis. Extra Kms. & hours charges and Night halt charges will be provided as under:

S. No.	Vehicle type	Approx. No. of Vehicle required monthly	Local		Outstation
			Extra Kms (above 100 Kms) Incl. GST)	Extra Hrs. (above 10 hrs.) Incl. GST)	Night halt charges (per night) Incl. GST)
1	Sedan	10	13.65	136.50	525
2	Premium Sedan	5	14.7	147.00	525
3	SUV/MUV	5	20	200	500
4	Premium SUV/MUV	2	25	250	500

Note: Parking charges and toll charges (if applicable) shall be reimbursed as per actual on submission of the receipt along with monthly bill.

6. RailTel is not liable to provide parking place for the Vehicles. The Vehicles shall be deployed exclusively for RailTel's official use only and it should not be used elsewhere and for any other reason.
7. Vehicle should not use reversal audio indication in the residential premises and Driver should take precaution not to cause any inconvenience to the residents of the locality.
8. No mileage will be allowed for the drivers to take lunch / breakfast / dinner / filling fuel. However, in case of outstation journey, only outstation night charges will be paid, wherever applicable.
9. If CNG driven vehicles are provided, then they will be accepted provided these vehicles are registered with the appropriate Motor Transport Authority.
10. Reporting and relieving time as directed by the concerned officer should be strictly adhered to by the concerned driver.
11. The agencies while claiming payment should furnish the bills indicating – the name of the Agency, the Registration number of the vehicle provided, the name of the official to whom the vehicle is provided along with a copy of the log book duly verified by the official and RTGS details / cancelled cheque. Monthly Bills for hiring of Vehicles for any month shall be preferred in the first week of the following month to Principal Executive Director/RailTel Eastern Region. Along with the bill for the first month, the agency should submit copy of EPF registration, if applicable.
12. The drivers of the vehicles will maintain log book on daily basis, each page of the Log Book should be indicated with the Registration Number of the Commercial vehicle. The log book should be got signed by the officer using the vehicle. The log book should be submitted to AGM/P&A or his representative or other authority specifically identified, on demand.

13. The agency while claiming parking charges / toll charges etc. in addition to the monthly expenses, the receipts produced should bear the date of issue / vehicle Number and the Amount paid. Parking charges / toll charges etc. should be entered in the log book also against the concerned date.
14. The agency will ensure booking, supply and punctuality of the vehicle round the clock even at short notice. Penalty as per EOI Document Clause will be imposed in case of delays.
15. In case driver(s) engaged by the agency for driving the vehicles for RailTel do not report to work, the agency must ensure engagement of alternative driver(s)/Vehicle (Agency owned vehicle only) immediately to ensure continuity of service without any break.
16. Subject to the provisions contained, in case of monthly packages, the agency will ensure that the vehicles and drivers are not changed frequently. One vehicle once engaged for one officer should not be changed other than in exceptional circumstances.
17. Numbers of vehicles hired on monthly basis may be increased/decreased by the RailTel within the permissible limits of contract on joining/transfer of eligible officers as per policy of RailTel.
18. In case of unsatisfactory service, kilometrages or in any other respect whatsoever, the decision of the RailTel will be final.
19. The agency shall indemnify RailTel through indemnity Bond against all damages / charges / expenses etc. for which RailTel may be held liable to pay on account of the negligence of the agency or its staff / driver or any other person under his control whether in respect of accident or injury to any person or damages to the property of any member of the public or any other public property in execution of the work or otherwise and against all claims or demands thereof. RailTel shall not be responsible financially or otherwise for any injury to the driver or any other person deployed by the agency during the course of performance of work. The Contractor shall be responsible for and shall pay any compensation to the Driver payable under Workmen's Compensation Act 1932 and 1933 in case of any accident during the course of RailTel duty.
20. The vehicle and the driver shall remain available all the time as per duty roster and shall not leave place of work without prior permission of the officer concerned. RailTel will not provide rest room or sitting room for drivers and will not allow to park inside the office complex.
21. In case any officer desires, the agency shall provide roof carriers on vehicles.
22. The rates accepted by RailTel Corporation shall remain unchanged till the currency of the contract. In case, Government decided to increase/decrease the price of Petrol/Diesel/CNG, RailTel Corporation reserves the right to increase/decrease rates of vehicle hired on monthly basis depending upon the type of fuel being used as per the prescribed formula indicated below: -

For increase/decrease in the Petrol/Diesel/CNG prices upto 10% no change in prescribed rate will be allowed. In case the increase/decrease is beyond 10%, the rates shall be increased/decreased by 1/4th such percentage increase/decrease in the fuel price beyond 10%. For this purpose, the "Base Rate" will be rate prevailing on the date of issue of LOA.

For example, if fuel price is increased by 12% in relation to the price on the date of acceptance

of the contract and the prescribed rate is Rs. 20,000/- then the prescribed rate may be increased by Rs. 20,000/- x 2% (i.e. 12%-10%) x $\frac{1}{4}$ =Rs. (20000 x 0.02 x 0.25) i.e. Rs. 100/-

For this purpose, firms are required to furnish list of petrol/diesel/CNG driven vehicle supplied by them on monthly basis. This statement must indicate petrol/diesel/CNG vehicles separately and must be furnished to RailTel Corporation along with their monthly bills. In the absence of this declaration, no increase will be permissible.

23. The price will be firm for a period of one year. If there is variation in the price of fuel +/-10% the price will be reviewed proportionally after completion of each year of service. The contractor will have to submit a certificate from the oil company / dealer on their letterhead certifying the current / prevailing diesel prices or newspaper cuttings from Economic Times / Financial Express in support of variation of fuel prices.
24. The contract is liable to be terminated after giving 01 (one) Month's notice, in case the services of the contractor are found unsatisfactory and /or any of the terms and conditions of the contract are violated.
25. All applicable laws, ordinances, statutes, rules, regulation, order or decrees in effect, issued by Government of India, State Government, local Municipal and other legal governing bodies, at the time of the contract shall apply to agency and its employees and representatives.
26. All the case related of Arbitration / determination of settlement, if any, shall be subject to New Delhi jurisdiction. In case of dispute, the decision as given by CMD, RailTel, New Delhi shall be final and binding on the Contractor.
27. In exigencies, the vehicle may be required to go beyond its HQ or definition of local travel area. For the purpose of local area in addition to the definition of local area covered in EOI Document, area up to Asansol/Barasat on Eastern Railway line and Kharagpur on South Eastern Railway Line.
28. The kilometer calculation for the purpose of vehicle run shall be reckon from garage to garage. (both ways).
29. This contract is for supply of AC cars and the air-conditioning system should be in proper working condition.
30. The drivers of the vehicles will maintain Duty slip in respect of each car. The Duty Slip should be submitted to Office of Principal Executive Director/ Eastern Region or his representatives or other authority specify identified, on demand.
31. The agency while claiming parking charges/toll charges etc. in addition to the expenses, the receipts produced should bear the date of issue/ vehicle Number and the Amount paid. Parking/Toll charges should be entered in the duty slip and got countersigned by the officer travelled.
32. In case driver(s) engaged by the agency for driving the vehicles for RAILTEL do not report to work, the agency must ensure engagement of alternative driver(s) immediately to ensure continuity of service without any break.

33. In case of unsatisfactory service, km. run or in any other respect whatsoever, the decision of the RailTel will be final.
34. In case of breakdown of a vehicle or other such eventuality, alternative vehicle will be arranged by the agency immediately at its own cost.
35. The agency will be responsible for getting the vehicle checked periodically for pollution at the authorized Pollution Checking Centre. If any penalty is imposed on the vehicle for violation of prescribed vehicular pollution norms, the cost will be borne by the agency.
36. The agency shall indemnify RAILTEL against all damages/ charges/ expenses etc. for which RAILTEL may be held liable to pay on account of the negligence of the agency or his staff / driver or any other person under his control whether in respect of accident or injury to any person or damages to the property of any member of the public or any property in execution of the work or otherwise and against all claims or demands thereof. RAILTEL shall not be responsible financially or otherwise for any injury to the driver or any other person deployed by the agency during the course of performance of work.
37. The agency will ensure that the tanks of all vehicles supplied to RAILTEL are fully filled up with fuel before these are sent for use.
38. The respondent will arrange for vehicle immediately on RailTel's requisition. Generally, RailTel will raise the requisition before 8: 00 PM on the preceding day. However, due to exigency the demand for car also be given with 4 hours' notice. However, the respondent shall fully endeavor to provide the car even if the is raised at a shorter notice than what is mentioned above.
39. The agency shall be legally liable and responsible for any contravention of any legal requirements and consequent liability with regard to persons deployed employed by the respondent in connection with the work assigned to the agency by the company.
40. The agency shall carry out supervision of his own employees deployed in the company premises by his representative. The company will not have any direct control over them. The Manager of the company will have the right and discretion to ensure that jobs are carried out as per the contract.
41. The agency's personnel shall not accept or give any reward or gratification in any form from or to any representative of the company.

The Terms and Conditions mentioned in Paras 1 to 41 above are acceptable to me /us and shall be binding on me / us in all circumstances.

Signature of the Respondent with Stamp

Chapter- 7

PAYMENT TERMS

- 1 Bills shall be submitted on monthly basis in triplicate along with the following documents:
 - i. Log Book/Duty Slip showing the kilometrage run duly signed by authorized officials.
 - ii. RC of the vehicle on first time payment and after then every time if vehicle changed.
 - iii. Toll tax, Parking Receipts should be signed by user. The bill should be verified by user to ensure that the bill is in accordance with logbook, toll tax, parking charges etc.
 - iv. Bill passing officer is Sr. DGM/Jt.GM/GM level officer and Bill paying officer is Head of Finance/ER.
 - v. Vendor should submit E invoice with tax breakup, if not applicable, declaration for non-submission of E invoice should be given.
- 2 Payment of invoices 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 invoice.
- 3 Tax deduction at source will be made as per statutory provisions.
- 4 Contractor should submit the monthly Invoice along with MIS to the Office In-charge of RailTel at Kolkata.
- 5 Payment will be strictly on the monthly basis as per actual uses of services and applicable night halt & toll charges, parking fee only.
6. The copy of invoice with all the supporting documents have also to be submitted through RailTel's Bill Tracking System (BTS) portal.

Chapter- 8

DOCUMENTS TO BE SUBMITTED ALONG WITH OFFER

1. Documents of the agencies like profile, office address, date of incorporation, coverage of business, experience in Vehicle Hiring Services etc.
2. Copy of PAN & GST number of the service provider.
3. Affidavit as per Annexure-A, Declaration by the agency that it has not been blacklisted by any Government department till the date of submission of Bid.
4. Work completion/Experience certificate issued from any Central Government/State Government Central PSU organization/office/ Public Listed Company during the preceding 07 (seven) years (i.e. current financial year and 07 (seven) previous financial years).
5. Documentary evidence against financial eligibility criteria.
6. A copy of the "Partnership Deed", where applicable.
7. Attested/self-certified copy of completion certificate issued by the Competent Authority.
8. EOI document duly signed and stamped on each and every page by the authorized signatory.
9. Acceptance of Terms & Conditions for providing the Vehicle Hiring Services required.
10. Power of Attorney/ Authorization
11. Affidavit as Per Annexure-A
12. Required EMD amount or document in support of claiming the exemption under MSE registration.
13. Required Cost of EOI Document or document in support of claiming the exemption under MSE registration.
14. Bid Security Declaration (Applicable in case of MSEs).
15. Completely filled Offer Letter.

Chapter- 9**Forms & Proformas****Annexure-1****OFFER LETTER****Ref:** EOI No. RailTel/Tender/EOI/ER/HQ/2024-25/1555,

Dated 21.03.2025

To,

Principal Executive Director,
 RailTel Corporation of India Ltd., Eastern Region,
 19th Floor, Aurora Waterfront Building,
 Plot No. 34/1, Block GN,
 Sector-V, Salt Lake,
 Kolkata – 700 091

1. I/We _____ have read the various conditions detailed in EOI document attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this EOI open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof. I I/We offer to do the work of **“Providing Vehicle Hiring Services – On Monthly and Vehicle/Day Basis for RailTel Eastern Region, Kolkata”** as per Schedule of Requirement for EOI No. **RailTel/Tender/EOI/ER/HQ/2024-25/1555, Dt. 21.03.2025** for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to execute the work within 15 (fifteen) days from the date of issue of Letter of Acceptance/ Purchase Order.

I/We also hereby agree to abide by the Various Conditions of LOA/PO and to carry out the supply according to the Specifications for materials laid down by the RailTel for the present contract.

2. A sum of Rs. _____ (Rupees _____) only is deposited through payment gateway of eNivida portal as “Earnest Money”

3. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if:

a) I/We do not execute the contract agreement within 30 days after receipt of notice issued by the RailTel that such documents are ready

or,

b) I/We do not commence the work within 15 days after receipt of orders to that effect.

4 Until a formal agreement is prepared and executed the acceptance of this EOI shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the “Letter of Acceptance” of my/our offer for this work.

Date

SIGNATURE OF CONTRACTOR (S)
 CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

- 1.
- 2.

ACCEPTANCE OF EOI:

I accept the EOI Offer as above and agree to pay the rate as entered in Schedule of requirements.

for and on behalf of RailTel Corporation of India Limited Eastern Region,
Kolkata

WITNESS

- 1.
- 2

Annexure- 2**CONTRACT AGREEMENT**

(CA No. _____ for the work of **“Providing Vehicle Hiring Services – On Monthly and Vehicle/Day Basis for RailTel Eastern Region, Kolkata”**.

This AGREEMENT is made at _____ on this _____ day of _____ two thousand and twenty _____, 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 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake, Kolkata – 700 091 acting in the premises through Principal Executive Director/ 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 EOI by RailTel for the work of **“Providing Vehicle Hiring Services – On Monthly and Vehicle/Day Basis for RailTel Eastern Region, Kolkata”** as per EOI Document at Annexure ‘A’ read with Corrigendum..... issued by RailTel hereto, the Contractor has submitted an Offer as per Annexure ‘B’ hereto.

AND WHEREAS the said EOI of the Contractor has been accepted for the work of **“Providing Vehicle Hiring Services – On Monthly and Vehicle/Day Basis for RailTel Eastern Region, Kolkata”** as per copy of Letter of Acceptance of EOI No. _____ Dated _____ complete with enclosures at the accepted rates and agreed deviations from EOI 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 provide service as per the said EOI 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 : EOI Document No. _____ with corrigendum, if any.
 Annexure – B : Firm's offer.
 Annexure – C : Letter of Acceptance No. _____ with all enclosures.
 Annexure – D : Copy of Performance Guarantee.

Annexure-3

DECLARATION OF CLEAN TRACK RECORD/ NO BLACKLISTING

(To be submitted by Respondent on original letterhead)

Date:

To,

Principal Executive Director,
RailTel Corporation of India Ltd., Eastern Region,
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN,
Sector-V, Salt Lake,
Kolkata – 700 091

Subject: Expression of Interest for “Providing Vehicle Hiring Services – On Monthly and Vehicle/Day Basis for RailTel Eastern Region, Kolkata”.

Reference: EoI No. RailTel/Tender/EOI/ER/HQ/2024-25/1555, Dt. 21.03.2025

Sir,

I/We hereby declare that we/my company has not been debarred / black listed as on Offer submission date by any State Government, Central Government, Central & State Govt. Undertakings / Organizations and by any other Quasi Government bodies / Organizations, and any other major Enterprise / Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

Annexure-4

VENDOR DATA SHEET

Supplier Name	
Bank Name	
Bank Branch Name	
Bank Account Number	
IFSC Code	
Address	
City	
State	
GST No.	
PAN No	
Ward No.	
Mobile Number	
Mail ID	
Contact Person	
Service Type (In Case of Execution, Services)	
Working Area (Name of State under Region)	

Annexure-5

Bid Security Declaration

(Ref: Tender clause)

Note: Bidders exempted from submission of bid security/EMD are required to submit this form.

Bid Security Declaration

(on Company Letterhead)

Bidder's Name _____

[Address and Contact Details]

To

Principal Executive Director,
RailTel Corporation of India Ltd
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN, Sector-V,
Salt Lake City, Bidhannagar,
Kolkata-700091.

Ref: EoI No. RailTel/Tender/EOI/ER/HQ/2024-25/1555, Dt. 21.03.2025

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Security Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Security Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in RailTel Corporation of India Ltd for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) Being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - b. Fail or refuse to sign the contract.

We know that this bid-Security Declaration shall expire if the contract is not awarded to us, upon:

- 3) Receipt by us of your notification
 - a. of cancellation of the entire tender process or rejection of all bids or
 - b. of the name of the successful bidder or
- 4) Ninety days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

(Name & Address of bidder and seal of the company)

Dated onday of(insert date of signing)

Place(insert place of signing)

DA

Annexure-6

BID DATA SHEET

Reference	Description
Notice Inviting EOI for	Providing Vehicle Hiring Services – On Monthly and Vehicle/Day Basis for RailTel Eastern Region, Kolkata
Eligibility Criteria	Please Refer Clause No. 2 of Chapter- 4.
EOI notice	<p>Last date of submission of bids/offers: Date: 11.04.2025, Time: 14:00 hrs.</p> <p>Date of opening of bids/offers: Date: 11.04.2025, Time: 14:30 hrs.</p>
Venue of opening of offers	RailTel Corporation of India Limited, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake, Kolkata – 700 091.
Validity of Offers	<p><u>Validity of offers:</u></p> <p>60 days from date of opening of EOI</p> <p><u>Documents and Certification:</u></p> <p>Each of documents/certificates in support of credentials submitted by the respondent shall be duly signed by the respondent or authorized representative of the respondent firm. Only those documents which are declared explicitly by the respondent “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their offer.</p> <p>The respondent shall submit a notarized affidavit on a non-judicial stamp paper as per Annexure-A stating that they are not liable to the disqualified and all their statements/ documents submitted along with bid are true and factual.</p>
Performance Guarantee (PG)	Successful respondent shall submit a Performance Guarantee (PG) valid for 15 (12+3) months, within 30 days from the date of issue of Purchase Order/letter of acceptance. The amount of PG will be 5% of the one year annual charges including GST. Format of Performance Bank Guarantee is enclosed in Annexure-7.
Duration of contract	01 one) Year from the date of issuance of LOA, extendable by 01 (one) year on same terms & conditions and rates
Queries/ Clarifications	<p>Clarification Requests:</p> <p>Last date of Submission of Queries/ Clarifications: 28.03.2025</p>

Annexure-7

PERFORMANCE BANK GUARANTEE FORMAT

(To be in accordance with Stamp act)

[To be used by approved scheduled commercial bank, (either Private or PSU)
but not from any cooperative Bank or NBFC]

1. In consideration of the RailTel Corporation of India Limited, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake, Kolkata – 700 091 (Herein after called the RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No/PO no dated made between RailTel Corporation of India Limited and ... for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rs only). We, (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, Bank and our local branch at Kolkata **(indicate detail address of local Kolkata 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 as claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rsonly.

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

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

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

Guarantee is made onus in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.

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

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

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

We, the Bank further agree that this guarantee shall be invokable at our place of business at /Kolkata (indicate detailed address of local Kolkata branch with Code No.). The branch at Kolkata being advised accordingly.

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE

(i) The liability of the surety under his Bank Guarantee shall not exceed Rs..... (Rupees...only).

(ii) This Bank guarantee shall be valid upto

(iii) We are liable to pay the guaranteed amount or nay part thereof under this Bank Guarantee only and only if you serve upon the bank, written claim or demand on or before

Dated theday of..... 2025

for
(Indicate the name of the Bank)

Witness:

Signature :
Name :

Signature :
Name :

Annexure-8

Proforma for Deviation Statement

(TO BE SIGNED BY RESPONDENT)

To,
Principal Executive Director/ER
RailTel Corporation of India Limited,
19th Floor, Aurora Waterfront Building,
Plot no. 34/1, Block -GN, Sector - V,
Salt Lake City, Kolkata -700091,
West Bengal.

Sub: NIL Deviation Compliance.

Ref: EOI No. RailTel/Tender/EOI/ER/HQ/2024-25/1555, Dated 21.03.2025

Dear Sir,

Over and above all our earlier conformations and submissions as per your requirements of the bid, we confirm that,

We will ensure our unconditional compliance of all the terms and conditions as mentioned in the EOI document. In case of any deviation, the same should be attached as an Annexure (as per Format given below) to this form. In case of any deviation, RailTel reserves the right to reject the bid without giving any justification. Format of Annexure (Deviation Statement)

S. No.	Clause No. & Chapter No.	Existing Clause Of EOI	Proposed Clause	Remarks, if any

We hereby certify that the items/materials mentioned in our offer are complete.

Place:

Date

Seal and signature of the respondent

(This Form along with Annexure (if required) should be on the letterhead of the respondent duly signed by an authorized signatory)

Chapter- 10

FORMAT OF PRICE BID

(To be quoted only in excel sheet downloaded from eNivida Portal and to be uploaded the same)

Sl. No.	Category of Service	Vehicle Type	Usage Variant	Type of Service	Approx. No. of Required Vehicles per Month	Unit Rate (In Rs.) Incl. GST
1	MONTHLY BASIS	Sedan (A/C Dzire/ Aura/ Amaze/ Tigor etc.)	2000 Km. / 300 Hrs.	Local/ Outstation	1	
2	MONTHLY BASIS	Premium Sedan (A/C Honda City/ Maruti Suzuki Ciaz/ Hyundai Verna etc.)	2000 Km. / 300 Hrs.	Local/ Outstation	1	
3	PER VEHICLE-DAY BASIS	Sedan (A/C Dzire/ Aura/ Amaze/ Tigor etc.)	100 Km. /10 Hrs.	Local	10	
4	PER VEHICLE-DAY BASIS	Premium Sedan (A/C Honda City/ Maruti Suzuki Ciaz/ Hyundai Verna etc.)	100 Km. / 10 Hrs.	Local	5	
5	PER VEHICLE-DAY BASIS	SUV/ MUV (A/C Maruti Suzuki Ertiga/ Toyota Innova etc.)	100 Km. / 10 Hrs.	Local	5	
6	PER VEHICLE-DAY BASIS	Premium SUV /MUV (A/C Toyota Innova Crysta/ Hyundai Alcazar/ Kia Carens/ Tata Safari etc.)	100 Km. / 10 Hrs.	Local	2	

Note: The rate of Extra Km., Hour and night halt charges shall be payable as per clause No. 4 & 5 of chapter- 6.

PICKUP AND DROP SERVICE

Sl. No.	Category of Service	Vehicle Type	Per Km. rate (In Rs.) Incl. GST
7	PER TRIP (Pickup and Drop at Airport/Railway station/Residence etc.)	Sedan (A/C Dzire/ Aura/ Amaze/ Tigor etc.)	
8	PER TRIP (Pickup and Drop at Airport/Railway station/Residence etc.)	Premium Sedan (A/C Honda City/ Maruti Suzuki Ciaz/ Hyundai Verna etc.)	
9	PER TRIP (Pickup and Drop at Airport/Railway station/Residence etc.)	SUV/ MUV (A/C Maruti Suzuki Ertiga/ Toyota Innova etc.)	
10	PER TRIP (Pickup and Drop at Airport/Railway station/Residence etc.)	Premium SUV /MUV (A/C Toyota Innova Crysta/ Hyundai Alcazar/ Kia Carens/ Tata Safari etc.)	

Chapter- 11**CHECK LIST OF DOCUMENTS SUBMISSION**

Sl. No.	Have you submitted the following documents?	Submitted/ Complied or not	Page No/ Ref No. of Offer
1.	Completely filled Offer Letter (Annexure-1) (Mandatory)		
2.	Cost of EOI document or document in support for exemption from submission of Cost of EOI document (Mandatory)		
3.	EMD or document in support for exemption from submission of EMD (Mandatory)		
4.	Power of Attorney/Authorization (Mandatory)		
5.	Notarized Affidavit as per Annexure-A (Mandatory)		
6.	Bid Security Declaration as per Annexure 6 (Applicable for MSE firms only) (Mandatory)		
7.	Signed complete EOI document (Mandatory)		
8.	Documentary evidence against technical eligibility criteria (Mandatory)		
9.	Documentary evidence against financial eligibility criteria (Mandatory)		
10.	Declaration of clean track record/ No blacklisting (Mandatory)		
11.	Deviation Statement, if any, (Chapter wise and Clause wise) from Technical Specification & EOI conditions (Mandatory)		
12.	Miscellaneous/ supporting documents asked for in the EOI document wherever required to meet the respective criteria		
13.	Vendor Data Sheet (Annexure-4)		
14.	GST Certificate & PAN Card		
15.	Filled Price Bid (Mandatory) To be uploaded in eNivida Portal only		NA
