

Information to Bidder (ITB Document)

Ref: GeM Bid No. GEM/2023/B/4396408 dt. 08.01.2024

Name of work: Hiring of vehicle Tata Sumo Gold, Bolero or Similar type with driver and fuel for the use of maintenance team of RailTel Officials in Ruthiyai-Kota section of Bhopal territory for period of Two year extendable to one more year on same terms and conditions through GeM.

Section as detailed below:

SN	Sectional HQ	Section Details	Length of Sec. (KM)	Estimated Tender Value for two years (without GST) (Rs.)	Earnest Money Deposit (EMD) (Rs.)
1	Kota	Ruthiyai-Kota	165	10,08,000/-	20,200/-

1. The items in this bid should be quoted as per the SOR details and Terms & Conditions.
2. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
3. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
4. The bidder has to digitally sign/signed & stamp and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and condition laid down by RailTel.
5. Bidder should submit the EMD online as per the instructions specified in the tender Document. In case of non-submission of EMD amount (where applicable) online, the uploaded bid will be summarily rejected
6. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Contact Details:

(i) In case of any query bidder can contact at following address:

PED/Western Region
Regd. Office,
RailTel Corporation of India Limited,
Mahalaxmi Railway Microwave Compound,
Senapati Bapat Marg, Mahalaxmi,
Mumbai – 400 013.

(ii) Contact person detail for query related with Tender:

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| 1. Name- Mr. Angad Prasad Yadav (DGM/O&M)
Phone No.- 9794846125
Email ID - angadprasad@railtelindia.com | 2. Name- Ms. Amita Pathak (AGM/O&M)
Phone No.- 9004444136
Email ID - amitapathak@railtelindia.com |
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1. As per existing rules of GST Contractor has to give GST registration details.
 - 1) Nature of Offeror (Company/Non-Company): _____
 - 2) Whether registered under GST or Not (Yes/No): _____
 - 3) GST Applicability on Offeror/Railtel: _____
 - 4) Rate of GST if applicability on Offeror: _____
2. All future information viz. corrigendum/addendum/amendments etc. for this tender shall be posted on GeM portal and Railtel Website. All bidders should download relevant documents. from website. These amendments will be binding on all bidders.
3. Tender can be viewed and submitted through GeM only. Printed copy of tender document will not be sold from RailTel Office. Tender document can be seen on GeM portal
4. Payment of Earnest Money Deposit (EMD) in respect of e tendering, will be accepted through net banking or payment gate way only. Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on GeM portal.
5. Small scale units registered with NSIC under single point registration scheme or registered as Micro, Small and Medium Enterprises under MSMED Act 2006 with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise and participating in this tender, shall also be exempted from depositing Earnest money. In case firm is registered with NSIC or under MSME copy of valid registration certificate with same scope of work as per NIT for exemption of EMD, is to be submitted. These exemptions shall be applicable provided units are registered with NSIC or under MSMED and registration is current and valid. Firm claiming these exemptions are required to submit copy of valid registration certificate with same scope of work as per NIT, along with their offer otherwise their offer would not be considered. All exemption mentioned in GeM portal are applicable with valid document proof only.
6. The tenderer shall submit documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of copy of documents / certificates in support of credentials, submitted by tenderer, shall be self-attested / digitally signed by the tenderer or authorized representative of the tendering firm. Self – attestation shall include signature, stamp and date (On each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.
7. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form No.16. **Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid.** And it shall be mandatory incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the qualifying criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

With the submission of the affidavit as mentioned above, the practice of verification of tenderer’s documents by the RailTel may be dispensed with

- a) The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel there under.
 - b) In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (Five) years.
8. Further information is available at RailTel’s website www.railtelindia.com, GeM portal or from the office of Principal Executive Director- RailTel /Mumbai.

9. The CONTRACTOR may quote for one or more sections under jurisdictions described in "SOR".
10. You are requested to please submit your Offer along with following documents / requirement:
 - a) Copies of registration certificates of the firm as car hiring agency
 - b) Copies of the Registration Cert. of the firm & GST registration
 - c) Credentials of the firm including list of current clients showing one year or more experience in the same field.
- a. List of the cars/vehicles proposed to be provided to the corporation showing registration number & year of make. If new vehicle is being procured for the purpose, the expected date and delivery should be indicated.
- b. RailTel's terms & conditions duly signed by the proprietor/partner of the firm in token of acceptance.
- c. The e-tender can be viewed and submitted through GeM portal only. The tenderer / bidder must have Class-III digital signature Certificate and must be registered on GeM portal. Only registered tenderer/bidder can participate in e-tendering. All relevant documents must be uploaded at the time of participating in e-tendering. Manual offers are not allowed for e-tender at any such manual offer received shall not be opened / accepted.
- d. Rates to be quoted by the firm through GeM portal only.
- e. Account details for EMD payment:

Name of bank & address	State Bank of India, Churchgate Branch, Maharshi Karve Marg, Mumbai- 400 020
Name of Account holder	RailTel Corporation of India Limited
Account No	11037321307
IFSC code	SBIN0001821
MICR Code	001821

SOR Details

Schedule of Requirement:

Hiring of vehicle Tata Sumo Gold, Bolero or Similar type with driver and fuel for the use of maintenance team of RailTel Officials in Ruthiyai-Kota section of Bhopal territory for period of Two year extendable to one more year on same terms and conditions through GeM”

Section- Ruthiyai-Kota for departmental team of RailTel under **Bhopal** territory.

HQ- Kota

S.No.	Description	Unit	Rate (in Rs.)	Period in Month)	Total Amount (exclusive of GST)(inRs.)
1	Hiring of TATA Sumo Gold, Bolero or similar type with driver and fuel not more than two-year-old. For up to 2000 km per month and up to 300 hrs per month for 24 x 7 days availability.	Per month	42,000/-	24	10,08,000/-

(In words): Total Amount %

- 1 Above _____
- 2 At par _____
- 3 Below _____.

Rate per Km beyond 2000 km : Rs. 12/-

Rate per Hour beyond 300 Hrs. : Rs. 100/-

NOTE:-

Monthly rental of the vehicle should cater to the utilization of the vehicles for up to 2000 km Extra payment would be paid if the monthly usage is more than 2000kms as per the quoted price in offer.

Since the vehicle may be required any time during day / night, additional charges will be paid for outstation night stay @ Rs.250/- per night. However, there will be no separate outstation charges payable. Sunday Duty allowance @Rs.250/- will be payable.

1. All prices shall be inclusive of taxes/duties as applicable at present except GST which is payable by Service Provider and Service Recipient as per their portions. Thus GST shall be shown separately under new GST rules.
2. Toll charges / Parking charges / Entry charges etc. shall be paid by RailTel as per actual on production of original receipts.
3. RailTel will deduct TDS as per rates in vogue and GST liability shall be discharged as per GST rule. Tenderer is required to provide the following details:
 - a) GST Registration (PAN based) No. : _____
 - b) Whether input of credit has been claimed or not: _____
4. Tenderer is required to quote the Rates in figures & words. In case of discrepancies, rates quoted in words will be taken as final.
5. The contract is planned to be awarded for a period of 2 years and extendable by one year on same rate/s, terms & conditions. However, the contract can be terminated by giving 30 days' notice before the expiry of contractual completion period in case performance of the contractor is not found satisfactory or as and when required by RailTel.

Seal and signature of Tenderer

Instructions to Tenderer

1. Eligibility Criteria

- a. Tenderer must be a registered person having license to operate business of providing motor vehicles/ vehicle cars and tourist
- b. The firm should have at least 1 year experience in the field of hiring/rental of cars on date of bid opening.
- c. The firm must have valid registration under GST Act Rules from the concerned Govt. Authority for providing vehicles (4 wheeler vehicles) on commercial basis. If exempted under GST tax same should be submitted under declaration as per GST rule.
- d. The offer should be quoted by registered Travel/ Transport agencies only. The offer from middle man will not be considered.
- e. The bidder should own or have on company lease sufficient number of commercial vehicles registered as taxi is not more than 2 years with permit from RTOs in the name of proprietor/ company/ declaration that the firm will be able to supply commercial vehicles of model not older than 01.01.2021 shall be provided.

2. Earnest Money Deposit (EMD)/ Bid Security:

Tenderer shall deposit Earnest Money Deposit. Payment of Earnest Money Deposit (EMD) in respect of e-tendering, will be accepted through net banking or payment gate way only. Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on GeM portal. The EMD of the successful bidder will be retained as Security Deposit towards satisfactory performance of the contract, which shall be refunded after satisfactory completion of the contract. The earnest money deposit of unsuccessful bidders will be refunded after finalization and award of contract immediately.

Trade Receivables Discounting System (TReDS) for MSME:

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 bidder 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.

3. Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

The successful tenderer shall be required to submit a Performance Bank Guarantee @ 5 % (Until next order) of the value of the Contract Order issued to him, valid for a period of 26 months from the date of LOA, towards satisfactory performance of contract. The PBG shall be submitted within 30 days of issue of LOA and will be returned after successful completion of the contract.

The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value: No other format of PBG will be accepted expect schedule PBG.

(i) Irrevocable Bank Guarantee: (FORM No.4)

(ii) A separate advice of Performance Bank Guarantee (PBG) will invariably be sent by PBG issuing bank to the RailTel's Bank through Structured Financial Messaging System (SFMS) and only after this, the PBG will become acceptable to RailTel. It is therefore in own interest of successful bidder to obtain RailTel's bank IFSC Code, its branch and address and advise these particulars to the PBG issuing bank and request them to send advise of PBG through SFMS to the RailTel's bank.

The RailTel's bank details are as under:

Account No. : 317401010036605

A/c Name: RailTel WR collection account

Bank Name: UNION BANK OF INDIA.

Branch Name: Mahalaxmi, Branch.

Branch Address:22, Bhulabhai Desai Road, Mahalaxmi chambers Mahalaxmi, Mumbai 400026

IFSC Code: UBINO531782

Branch Code: UBININBBLOP

The Performance Bank Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.B.G shall be initially valid up to stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of PBG extended to cover such time for completion of work plus 60 days.

The value of P.B.G. to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Bank Guarantee amounting to 5% (Five percent) for the excess value over the original contract value shall be deposited by the contractor.

Note:

- 1) Any performance security up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.
- 2) In case of submission of Security Performance in form of FDR of more than 5 lakhs then lien should be created in favor of “RailTel Corporation of India Ltd”.

No Interest on Earnest Money and Performance Security:

No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.

4. Security Deposit

- a. Security Deposit shall be 5% of the contract value which shall be recovered from the monthly bill of the successful Tenderer.
- b. The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit recovered. Security Deposit shall be returned to the contractor after successful completion of contract period as certified by the competent authority.
- c. The competent authority shall normally be the authority who is competent to sign the contract.
- d. No interest will be paid on the Earnest Money Deposit (EMD) and Security Deposit (SD) under the contract. Refund of Security Deposit: The total security deposit amount shall become due and shall be paid to the contractor after successful completion of contract period.

5. Agreement

- a. The successful Tenderer 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 form for agreement is included in Form No. III.
- b. In the event of any tenderer whose tender is accepted, refuses to execute the Contract documents as herein before provided RailTel may determine that such tenderer has abandoned the contract and thereupon his tender and the acceptance thereof shall be treated and RailTel shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damage for such default.

6. Price Variation

The Rate accepted by RailTel Corporation shall remain unchanged till the currency of the contract. In case government decides to increase/decrease the price of Petrol/Diesel/CNG, RailTel Corporation reserves the right to increase/decrease rates depending upon the type of fuel being used as per the prescribed formula indicated below-

For increase/decrease in the Petrol/Diesel/CNG prices up to 10%, no change in prescribed rate will be allowed. In case the increase/decrease by 1/4th of 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 $Rs. 20000 * 2\% \text{ (i.e. } 12\% - 10\%) * 1/4 = Rs. (20000 * 0.02 * 0.25) \text{ i.e. Rs. } 100/-$

For this purpose, firms are required to furnish list of Petrol/Diesel/CNG driven vehicles 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 absence of this declaration no increase will be permissible.

7. Checklist for Documents to be uploaded online along with offer:

The bidder is required to upload and submit the following documents on line before due date & time of bid. The due date & time for closing of the bid is **:**:Hrs of **, **.2023 and the bid will be opened at **:**:Hrs of **, **.2023.

Sr. No	Required Documents/Form	Action if required documents not submitted along with the tender
1	Scan copy of payment detail of EMD (small scale units registered with NSIC/MSME shall be exempted from EMD cost)	Summarily rejected
2	Digitally sign/signed stamp copy of ITB.	
3	Submission of Affidavit as per Form-16	
4	Supporting documents for work experience	
5	Submission of offer letter as per Form-01	
6	Copy of PAN Card and the latest Income Tax Return (Acknowledgement sheet) must be submitted along with the tender.	Liable to be rejected
7	Copy of registration Certificate for GST issued by concerned government.	
8	Submission of no deviation certificate as per Form-05.	
9	Details of vehicle (RC, Insurance etc.)	
10	Constitution of firm. (Notarized Proprietorship deed on stamp paper in case of Sole proprietor Notarized Partnership deed on stamp paper in case of Partnership Firm Copies of MOA/AOA in case of a Company)	
11	Credentials of the firm including list of clients showing min 1 year of experience in the field. Vehicle details with RC to be provided to RailTel & RC shall be in the firm's name or acquired on lease.	

Note: 1) The bidder is required to give acceptance of all the clauses mentioned in the “**Information to the Bidders**” document is mandatory. Any deviation / non-acceptance may lead to rejection of the bid.

2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com only.

3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against **GeM Bid No: GEM/2023/B/4396408 dt. 08.01.2024.**

In case, if any contradiction between GeM Additional Terms & Conditions and General Terms & Conditions, RailTel Terms & Conditions will prevails.

This bid complies with “Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs)

order,2012” issued by MoSME.”

The bidders claiming the preference have to submit relevant documents prescribed under relevant order

4) JV is not allowed.

Note: In case, if any contradiction between GeM Additional Terms & Conditions and General Terms & Conditions, RailTel Terms & Conditions will prevail.

(B) Right of RailTel to deal with Tenders

- (i) 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 tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.
- (ii) The authority for the acceptance of the tender will rest with the RailTel. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer (s) shall demand neither any explanation for the cause of rejection of his /their tender nor the RailTel undertake to assign reasons for declining to consider or reject any particular tender or tenders.
- (iii) If the Tenderer (s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the RailTel reserves the right to reject such tender at any stage.
- (iv) If the Tenderer (s)/Partner(s) expire after the submission of his/their tender or after the acceptance of his/their tender, the RailTel shall deem such tender cancelled, unless the firm retains its character.

General Conditions of Contract

1. Offer letter and validity of offer

- a. The bidder shall complete the offer letter and the price schedule furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices, etc.
- b. The offer should remain valid for a period of **60 days** from the date of opening of the tender.

2. Period of contract

The services are required for a period of 24 calendar months from the date of issue of LOA by the Corporation. The period of service contract may be further extended by Twelve months, if so required by the Corporation which will be provided by the contractor on the same rates and same terms and conditions.

3. Payment Terms

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

4. Issue of Purchase Order / Award of Contract

The purchaser shall consider placement of orders for commercial supplies on those bidder whose offers have been found technically and commercially acceptable and are lowest. The issue of purchase order shall constitute the award of contract on the bidder. The bidder shall within 30 days of issue of Purchase Order / Letter of Acceptance, give his acceptance along with Performance Guarantee as per Clause 9.

5. Force Majeure

If at any time, during the continuance of this Contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or

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

6. Illegal Gratification

- a. Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or his partner, agent or servant or anyone on his behalf, to any officer or employees of the RailTel, or to any person on his behalf in relation to obtaining or the execution of this or any other contract with the RailTel shall, in addition to any criminal liability which he may incur, subject the contractor to the rescission of the contract and all other contracts with the RailTel and to the payment of any loss or damage resulting from such decision and the RailTel shall be entitled to deduct the amounts so payable from any moneys due to the Contractor (s) under this contract or any other contracts with the RailTel.
- b. The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the RailTel and if he shall do so, the RailTel shall be entitled forthwith to rescind the contract and all other contracts with the RailTel. Any question or dispute as to the commission or any shall offence or compensation payable to the RailTel under this clause shall be settled by the Principal Executive Director of RailTel, in such a manner as shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the Contractor will not be paid any compensation whatsoever except payments for his services.

7. Determination of Contract

- a. Right of RailTel to determine the contract: The RailTel shall be entitled to determine and terminate the contract at any time, should in the RailTel's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the RailTel of such determination and the reasons therefore shall be conclusive evidence thereof.
- b. Payment on determination of contract: Should the contract be determined under sub-clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the user. The RailTel's decision on the necessity and propriety of such

expenditure shall be final and conclusive.

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

8. TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

The Contract shall be liable for termination if the Contractor:

- (i) becomes bankrupt or insolvent, or
- (ii) makes an arrangement with or assignment in favour of his creditors, or
- (iii) being a Company or Corporation, go into liquidation (other than voluntary liquidation) for the purpose of amalgamation or reconstruction, or
- iv) persistently disregards the instructions of the RailTel's Officials with regard to service quality or contravenes any provision of the contract, or
- v) promises offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel,
- vi) **(A)** at any time after the tender relating to the contract has been signed and submitted by the contractor, being a partnership firm admits as one of its partners or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railtel Corporation of India Ltd for the time being owned and administered by the President of India before the expiry of two years from the date of retirement from the said service of such Executive or Officer unless such Executive or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be,
or (B) Fails to give at time of submitting the said tender:
 - (a) The correct information as to the date of retirement of such retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the contractor at the time of submitting the said tender, or
 - (b) the correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
 - (c) being a partnership firm the correct information as to, whether any of its partners was such a retired engineer or retired officer, or
 - (d) being an incorporated company, the correct information as to, whether any of its directors was such a retired engineer or retired officer, or

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

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

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

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

9. SETTLEMENT OF DISPUTE AND ARBITRATION

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

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

- d. 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.

10. Governing Laws

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

11. Insurance

The vehicle shall be comprehensively insured along with staff travelling with the vehicle and insurance policy of the vehicle made available by the owner of the vehicle made available as and when asked for. Contractor should take out and keep valid during the Contract period a Third-Party Insurance as applicable in the Vehicle Act. A copy of this insurance should be submitted to this office along with the Agreement.

- 12. Submission of Tender Bid (Single Packet System)** The entire bid-submission would be online on GeM Portal.

13. Labour Law

- 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.shramikkalayn.indianrailways.gov.in'. Contractor shall register his firm/Company etc. and upload requisite details of Labour and their payment in this portal. These details shall be available in public domain. The registration / updation of portal shall be done as under;
- b. 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.
- c. Contractor once approved by any Executive, can create password with login ID (PAN No.) for subsequent use of portal for all LOA's issued in his favor.
- d. 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 Executive. Executive shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- e. After approval of LOA by Executive, contractor shall fill salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal on monthly basis.
- f. It shall be mandatory upon contractor to ensure correct and prompt uploading of all salient details of engaged contractual Labour & payments made thereof after each wage period.
- g. While processing payments of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guaranty/ Security deposit', Contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and made payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____ Month, ____ Year".

Special Conditions of Contract

1. This vehicle is required for the official use of Departmental team as stated in the Open Tender Notice of this Tender Document **for Maintenance of optical fiber cable in the referred section of RailTel**. Although the vehicle will be based at HQ of the Section mentioned in Open Tender Notice but it may have to go to the adjacent places wherever and whenever it is required. This vehicle is required for 24 hour services.
2. **The vehicles**
 - a. The contractor will have to provide vehicle as per schedule with drivers and fuel for use of the officials of the Corporation on monthly basis for a period of two year, extendable to one more year with effect from the date mentioned in the LOA to be issued by the Corporation.
 - b. The vehicle to be utilized by the RailTel Corporation of India Ltd., should be as specified in schedule complete in all respects white in color with all features and fitting, Euro-4 standards/ Bharat VI or latest, insurance and PUC. The vehicle should be provided for use within 07 days of receiving LOA. The same vehicle with sufficient fuel should be provided and maintained everyday preferably with the same driver.
 - c. The inner and outer condition of the vehicle should be clean and hygienic. The vehicle will display prominently “On Govt. of India (UT) Duty” through permanent placards or painted.
3. **The Drivers**
 - a. The driver attached to the vehicle should be smart, trained, having proper driving license, sufficiently experienced, familiar with the driving conditions of roads. He should be well behaved, polite, well-mannered and in a clean uniform. The drivers should be invariably provided with mobile phones by the contractor/vehicles suppliers so that they may be contacted as and when required.
 - b. In case the nominated driver is absent /on leave, advance arrangements should be made to depute another capable driver with proper intimation/SMS alert to avoid inconvenience to the officer. In case, the driver with the vehicle fails to report at the required time/place RailTel may arrange vehicle on its own from alternate services & deduct the charges of arranged vehicle from the Firm’s bills.
 - c. The agency will verify antecedents of the driver before posting to work on a vehicle for use of the officers of the Corporation and police verification certificate should be provided to the Corporation.
 - d. Drivers deployed for each vehicle should be fixed generally. Frequent change of drivers, posting untrained/inexperienced or in disciplined drivers, not providing mobile phone with the driver will be considered as unsatisfactory service on the part of contractor for which penalty of Rs. 250/- will be levied per occasion. Frequent violation of this nature will render the contract liable for termination.
4. **Duty hours & kilometers**
 - a. Normal period of working will be 8.00 hours to 20.00 hours. The timings may be varied based on actual requirement of the officials subject to 12 hrs. Per day. However, they have to report any time during day and night as and when the vehicle is required.
 - b. Normal running would be as specified. Extra payment would be made per KM, basis if the monthly uses are more than the specified KM and similarly extra hours beyond

- the specified hrs.
- c. Hours and KMs will be counted from the reporting time of the vehicle up to releasing time of the vehicle as per actual duties. The kilometer on account of travel to and from the firm's garage shall not be payable. RCIL is not liable to provide parking place for the vehicle. The vehicles shall be deployed exclusively for RCIL and it should not be used anywhere else.
5. The vehicle shall generally be used within Territorial jurisdiction but can even be used for outside the jurisdiction as per the need basis.
 6. Normal working of vehicle will be all days in a month except Sunday and the drivers shall normally be given weekly off. However as per work requirement and circumstances the vehicle can be called on Sunday also, for which Sunday duty allowance of Rs. 250 shall be paid extra by RailTel in the monthly bill. In this case the Sunday duty of vehicle shall be termed as normal duty and no other charges like extra day's pay shall be payable.
 7. The offer shall not include Parking /toll entry fee etc. as these charges would be paid by Corporation separately on actual basis on production of original receipt.
 8. In case the driver with the vehicle fails to report at the required time/place and the officer has to make alternate arrangements of his own, deduction of the charges paid for the arranged vehicle will be made from the bills of the firm and **a penalty of Rs.250/-** will be imposed for the failure on the part of the contractor.
 9. In case the vehicle is not made available by the contractor for full day, **penalty of Rs. 1000/-** will be levied and the expenditure incurred by the user on making alternate arrangements will also be recovered from the contractor in addition to nonpayment for the day at pro-rata basis.
 10. If the vehicle fails during the trip due to technical failure, insufficient fuel or any other reason and the contractor does not provide an alternative arrangement immediately, **a penalty of Rs.500/-** will be imposed for the day in addition to deduction of a day's charges on pro-rata basis and also the actual charges incurred by the Corporation for transportation of the officer for that day.
 11. The vehicles provided should have sufficient fuel and the driver should be able to refuel the vehicle without loss of time. Delay due to non-fuelling and resultant inconvenience to RailTel officials will be considered serious lapse and recurrence of such incidents frequently will render the contract liable for termination.
 12. The vehicle shall not use reversal audio indication in residential premises and the driver will take all precautions not to cause any inconvenience to the residents of the locality.
 13. The rates quoted shall be per month basis and shall include all charges for hiring of vehicle with Driver. No additional charges towards Night Charges (Local usage), cancellation charges, Driver's food allowance etc. are permissible. However, parking charges, toll charges will be reimbursed on submission of original bill. The driver's charges @ Rs. 250/-will be paid extra for every Sunday the vehicle is booked. (Para .9.2)
 14. RailTel does not guarantee availability of parking place.
 15. The contractor shall be responsible for and shall pay any compensation to his employees (i.e Drivers) payable under the Workmen's Compensation Act 1923 and 1933 and the amendments thereto for injuries caused to the driver. The contractor shall be responsible for and pay the expenses for providing medical treatment to any of their drivers who may

suffer any bodily injury as a result of any accident during the course of duty with RailTel Corporation of India Ltd.

16. The firm shall indemnify RailTel Corporation against any or all claims which may arise under the Motor vehicle act or Workman's compensation other act or any other act or statue having bearing over the services and for engagement of workmen directly or indirectly of performance of work under the contract. For this purpose the Firm should submit **Indemnity Bond** at the beginning of Contract.

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

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

19. **General Obligations**

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

20. **Law governing the contract**

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

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

21. **Communications to be in writing**

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

22. **Service of Notices on Contractors**

The Contractor shall furnish to the Principal Executive Director(W.R)/RailTel the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contract if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by contractor to the Principal Executive Director (W.R) / RailTel.

23. Assignment or subletting of contract: -

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

24. Claims

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

25. Payments

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

26. Refund of security deposit

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

27. Non-Employment of drivers below the age of 18

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

FORMS OF TENDER

Form No. 1	:	Offer Letter
Form No. 2	:	Not used
Form No. 3	:	Agreement
Form No. 4	:	Performa for Performance Guarantee Bond Deposit
Form No. 5	:	Statement of Deviations
Form No. 6	:	Indemnity Bond
Form No. 7	:	Not used
Form No. 8	:	Not used
Form No. 9	:	Not used
Form No. 10	:	RTGS/NEFT Details
Form No. 11	:	Not used
Form No. 12	:	Not used
Form No. 13	:	Not used
Form No. 14	:	Undertaking for compliance of Taxes/GST
Form No. 15	:	Vendor data sheet
Form No. 16	:	Format for Affidavit
Form No. 17	:	Certificate by tenderer

OFFER LETTER

From:

M/s.

To,

**RailTel Corporation of India Limited,
Mahalaxmi Railway Microwave Compound,
Senapati Bapat Marg, Mahalaxmi,
Mumbai – 400 013.**

I/We _____ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the **“Hiring of vehicle Tata Sumo Gold, Bolero or Similar type with driver and fuel for the use of maintenance team of RailTel Officials in ----- (section name) of _____ territory for period of Two year extendable to one more year on same terms and conditions.”** as per the Schedule of Requirement under **GeM BID NO. GEM/2023/B/4396408 dt. 08.01.2024** for RailTel Corporation of India Limited at the rates quoted in the attached Schedules and hereby bind myself/ourselves to start the Services as per the Schedule of Requirement within 07 days from the date of issue of LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the work according to the Schedule of Requirement laid down by RailTel for the present contract.

A sum of Rs. _____ (EMD Amount) will be accepted through net banking or payment gate way is submitted herewith as Earnest Money (EMD) towards Tender No. **GeM bid no. GEM/2023/B/4396408 dt. 08.01.2024**. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/we withdraw or modify the offer within validity period or do not submit the Performance Bank Guarantee within 30 days after receipt of orders to that effect

SIGNATURE OF CONTRACTOR (S)

Date:

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

- 1.
- 2.

AGREEMENT

(CA No. _____ Dtd: _____ for “Hiring of vehicle Tata Sumo Gold, Bolero or Similar type with driver and fuel for the use of maintenance team of RailTel Officials in -----(*section name*) section of _____ territory for period of Two year extendable to one more year on same terms and conditions.”

This AGREEMENT is made at Mumbai on this _____ day of _____ two thousand and twenty one, by -----(Firm name) and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered Corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi- 110023, and Western Railway Microwave Complex, opposite Ambika Mills, Senapati Bapat Marg, Mahalaxmi (West), Mumbai-400013 acting in the premises through Principal Executive Director/Western 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 ----- (Firm Name) having its registered office at ----- (firm address with PIN code) acting in the premises through Proprietor (hereafter referred to as “Contractor”, which expression should unless repugnant to the context or meaning thereof include its successor and permitted assignees) of the other part.

Whereas in response to a call for Tender by RailTel for the work of “Hiring of vehicle Tata Sumo Gold, Bolero or Similar type with driver and fuel for the use of maintenance team of RailTel Officials in ----- (*Section Name*) section of Bhopal territory for period of Two year extendable to one more year on same terms and conditions” as per tender papers at Annexure ‘A’ read with Corrigendum ----- Dtd:11.10.2022 Issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure ‘B’ hereto

AND WHEREAS the said Tender of the Contractor has been accepted for the work of “Hiring of vehicle Tata Sumo Gold, Bolero or Similar type with driver and fuel for the use of maintenance team of RailTel Officials in ----- (*Section Name*) section of _____ territory for period of Two year extendable to one more year on same terms and conditions” as per copy of Letter of Acceptance of Gem Bid No. GEM/2023/B/4396408 dt. 08.01.2024 complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs.-----/(Rupees ----- in words) duly accepted by the contractor.

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

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

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

The contract within named in the presence of:

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

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

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

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

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

Annexure – A : Tender Paper No. _____ with corrigendum, if any.
Annexure – B : Firm's offer.
Annexure – C : Letter of Acceptance No. _____ with all enclosures.
Annexure – D : Copy of Contract Performance Guarantee.

PERFORMANCE OF BANK GUARANTEE BOND

(On Stamp paper of Rs. one hundred)

(To be used by approved Scheduled Banks)

Bank Guarantee

1. In consideration of the RailTel Corporation of India Limited, Registered office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 and Regional office at Western Railway Microwave Compound, Senapati Bapat Marg, Mahalaxmi, Mumbai - 400013 (hereinafter called "the RailTel") having agreed to exempt M/s.....

.....(Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No.....

[L.O.A. No.]

Dated.....[L.O.A Date] made between M/s.....

.....

..... [Firm's full Address with PIN code No.] and RailTel Corporation of India Limited, for

.....

[Name of Work] (hereinafter called "the said Agreement") of **Security Deposit** for the due fulfillment by the said contractor 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 and full address with Pin code, telephone No. and Fax No.) hereinafter referred to as "the Bank") at the request of. M/s..... (Name of the Contractor) 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 (indicate the name of the Bank and address) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from the **RailTel** stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the

RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

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

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

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

5. We,(indicate the name of the Bank and address) further agree with the **RailTel** that the **RailTel** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of 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.

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

We, theBank further agree that this guarantee shall be invocable at our place of business at/New Delhi(indicate detailed address of local New Delhi Branch with code).The branch at New Delhi is being advised accordingly.

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

Dated the day of 2022

for

(Indicate the name of the Bank)

WITNESSES

1. Signature with full name

2. Signature with full name

STATEMENT OF DEVIATIONS
PROFORMA FOR STATEMENT OF DEVIATIONS

1. The following are the particulars of deviations from Commercial Terms & Conditions for hiring of vehicle.

Commercial Terms & Conditions for hiring of vehicle (Chapter III)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
---------------	------------------	--

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “no deviations”.

SIGNATURE AND SEAL OF THE
TENDERER

INDEMNITY BOND

(To be executed on a non-judicial stamp paper of Rs. 100/-)

THIS INDEMNITY executed this _____ day of _____, _____ in favor of RailTel Corporation of India Limited, Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi- 110023 with Western Regional office at Western Railway Microwave Complex, Opposite Ambika Mills, Senapati Bapat Marg, Mahalaxmi (West), Mumbai-400013 hereinafter referred to as 'RailTel/Indemnified' which expression unless excluded by or repugnant to the context shall mean and include its successors, assigns of the ONE PART; By M/s _____ (Name of Contractor and address) hereinafter referred to as the 'Indemnifier' which expression unless excluded by or repugnant to the context shall mean and include his/their/its heirs, representatives, administrators, assigns of the OTHER PART.

We, M/s _____, The Indemnifier hereby agrees to indemnify and keep indemnified and harmless RailTel/Indemnified herein from time to time, at all times hereafter against all losses, claims, demands, proceedings, expenses, costs and consequences whatsoever on full Indemnity basis which RailTel may sustain, incur or suffer or in consequence of any act, deed, matter or thing whatsoever in any manner arising out of and/or relating to service of vehicle from time to time.

For and on behalf of M/s _____ (Contractor)

In presence of witnesses:

1.

Signature of witness

Name and address in Block Letters

2.

Signature of witness

Name and address in Block Letters

The Jt. General Manager (Finance)
RailTel Corporation of India Ltd. (Regional Office)
Western Railway Microwave Complex,
Senapati Bapat Marg,
Mahalaxmi, Mumbai – 400 013.

Sub. : Option for Payment through RTGS/NEFT

Sir,

You are requested to remit the payment due to us through RTGS/NEFT into our Current Account.

The detail required duly verified by our bank for online payment is provided here under for needful please.

DETAIL REQUIRED FOR PAYMENT THROUGH RTGS/NEFT

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

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

For
Online payments

Verified above Bank Particulars for

Authorized Signatory

Bank's Authorized Signatory

Undertaking for compliance of Taxes/GST
(On the Letter-Head of Supplier/Tenderer)

I/We, _____(Name of Proprietor/Karta/Partner/Director) of _____(Name of Entity), am/are aware that provision of GST has be implemented from 01st July, 2017. Same would result in revision of all Purchase Orders/LOA in respect of which Services be rendered under GST Regime. I agree to abide by all Terms and Conditions in Tender/Purchase Orders relating to statutory duties/taxes and changes thereto, and provisions of GST relating to anti-profiteering. Also, that I/we are aware/understand that Terms & Conditions of Tender may undergo change to bring the same in alignment with GST, and undertake to abide by same.

Tender No.: _____

LOA: _____

Name of Work: _____

Signature: _____

Designation: _____

Date: _____

Seal: _____

Vendor Data Sheet

Contact Details					RCM Details	Type of Supply	GST Credentials		Details of Goods with HSN Classification		Details of Services with SAC	Composition On Dealer	Exemptions	
Title	Company Name	Registered Address (As per GST)	Region (State, Province, Country)	E-Mail Address	Whether tax is payable on reverse charge basis	Taxable Supply/Non-Taxable Supply/Composite Levy	Permanent Account No (PAN)	GSTIN / Provisional Identification No	Description of Goods	HSN	Description of Service	SAC	Whether registered under composition Scheme?	Whether covered under any exemption ? If yes please specify

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER 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 the tenderer) ***

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

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

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

DEPONENT

SEAL AND SIGNATURE

OF THE TENDERER

VERIFICATION

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

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

Certificate by tenderer

I/we certify that I / we are not debarred/work terminated by RailTel from participating in any tender in RailTel.

Signature and Seal of tenderer