



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

पूर्वी क्षेत्र,

19वीं मंजिल, ऑरोरा वाटर फ्रंट, जीएन 34/1, ब्लॉक जीएन, सेक्टर-V,

साल्ट लेक, बिधाननगर, कोलकाता - 700 091

(CIN: U64202DL2000GOI107905)

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

Eastern Region,

19th Floor, Aurora Waterfront, GN 34/1, Block GN, Sector-V,

Salt Lake, Bidhannagar, Kolkata – 700 091

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

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

“झारसुगुड़ा में मुख्यालय के साथ रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड पूर्वी क्षेत्र के लिए एमसीएल परियोजना हेतु किराए पर लेने के आधार पर एक वाहन का प्रावधान”

के कार्य के लिए

इलेक्ट्रॉनिक निविदा दस्तावेज

ELECTRONIC TENDER DOCUMENT

For the work of

“Provision of one vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Jharsuguda”

खुली ई-निविदा संख्या (Open e- Tender No.): RailTel/Tender/OT/ER/HQ/2024-25/1552, Dt. 20.02.2025

खोलने की तिथि (Date of opening): 13.03.2025

निविदा दस्तावेज की लागत (Cost of Tender Document): Rs. 590/- (Incl. GST)

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 <p>रेलटेल RAILTEL</p>	<p align="center">रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (भारत सरकार का एक उपक्रम), पूर्वी क्षेत्र, 19वीं मंजिल, ऑरोरा वाटरफ्रंट बिल्डिंग, प्लॉट नंबर- 34/1, ब्लॉक- जी एन, सेक्टर- V, साल्ट लेक, बिधाननगर, कोलकाता-700091 RailTel Corporation of India Limited (A Govt. of India Undertaking), Eastern Region, 19th Floor, Aurora Waterfront, GN 34/1, Block GN, Sector-V, Salt Lake, Bidhannagar, Kolkata – 700 091. Phone: 033-44009950</p>	
<p align="center">निविदा सूचना (TENDER NOTICE)</p>		
<p>निविदा संख्या (Tender No.): RailTel/Tender/OT/ER/HQ/2024-25/1552, Dt. 20.02.2025</p>		
<p>रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड पूर्वी क्षेत्र, कोलकाता “झारसुगुड़ा में मुख्यालय के साथ रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड पूर्वी क्षेत्र के लिए एमसीएल परियोजना हेतु किराए पर लेने के आधार पर एक वाहन का प्रावधान” के कार्य हेतु एकल चरण एकल पैकेट प्रणाली में खुली ई-बोलियां आमंत्रित करता है। RailTel Corporation of India Ltd., Eastern Region, Kolkata invites open e-bids in single stage single packet system for the work of “Provision of one vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Jharsuguda”.</p>		
<p>विवरण नीचे दिया गया है: The details are furnished below:</p>		
a)	बोलियां जमा करने की अंतिम तिथि व समय Last Date for Submission of Bids & Time	13.03.2025 up to 14.00 hrs. (Online)
c)	बोलियां खुलने की तिथि व समय Time of Opening of Bids & Time	13.03.2025 at 14.30 hrs. (Online)
d)	प्रस्तावों की वैधता Validity of offers/	60 days from the date of opening of bids
e)	किराए पर लेने की अवधि Period of hiring	01 (One) year, and extendable by further 01 (one) year on satisfactory performance
f)	निविदा दस्तावेज की उपलब्धता के लिए वेब (Web) पता Web address for availability of tender document	Detailed tender notice and tender document are available at website: https://railtel.enivida.com
g)	एक वर्ष के लिए प्राक्कलित किराया शुल्क (5% जीएसटी सहित) Estimated hiring charges for one year (Incl. 5% GST)	Rs. 6,54,885/-
g)	निविदा दस्तावेज की लागत (18% जीएसटी सहित) Cost of Tender Document (Incl. 18% GST)	Rs. 590/-
h)	बयाना राशि (रु) Earnest Money Deposit (Rs.)	Rs. 14,000/-

नोट: निविदा सूचना और निविदा दस्तावेज़ रेलटेल की वेबसाइट पर उपलब्ध हैं और इसे <https://www.railtel.in> या ई-निविदा 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 निविदा दस्तावेज़ की आधिकारिक ऑनलाइन प्रति अनिवार्य रूप से डाउनलोड करनी होगी। इस निविदा के लिए भविष्य की सभी जानकारी अर्थात् शुद्धिपत्र / परिशिष्ट / संशोधन आदि केवल ई-निविदा पोर्टल पर पोस्ट किये जायेंगे। निविदा दस्तावेज़ की मुद्रित प्रति रेलटेल कार्यालय से नहीं बेची जाएगी।

Note: Tender Notice and Tender 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 tenderer will have to necessarily download an official online copy of the tender document from portal <https://railtel.enivida.com>. All future information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on this e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

बोलीदाता बोली को तैयार करने, प्रस्तुत करने/भाग लेने से संबंधित सभी लागतों को वहन करेगा। रेलटेल संचालन या परिणाम की परवाह किए बिना इन लागतों के लिए किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा। The bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome

निविदा मद/कार्य/सेवाओं के लिए एमएसएमई मंत्रालय द्वारा निर्दिष्ट एनएसआईसी या किसी अन्य निकाय के साथ पंजीकृत फर्मों को प्रस्तावना के धारा-5, खंड-1, अध्याय-4 के अनुसार निविदा दस्तावेज़ की लागत और बयाना राशि जमा करने से छूट दी गई है।

Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered item / work /services is exempted from submission of cost of tender document & EMD details refer clause 5, Section-I, Chapter-4, Preamble.

ई-निविदा के संबंध में बयाना राशि (ईएमडी) और निविदा दस्तावेज़ लागत (टीडीसी) का भुगतान केवल ई-निविदा पोर्टल गेटवे के माध्यम से स्वीकार किया जाएगा। ई-निविदा (ई-टेंडर) पोर्टल पर आमंत्रित निविदा के लिए किसी अन्य रूप में ईएमडी स्वीकार नहीं की जाएगी।

Payment of Earnest Money Deposit (EMD) and Tender Document Cost (TDC), in respect of e-tendering, will be accepted through eNivida payment gateway only. EMD in any other form will not be accepted for tender invited on eNivida (e-tender) portal.

उप महाप्रबंधक/अनुबंध

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र/कोलकाता के लिए

Dy. General Manager/Contracts

for RailTel Corporation of India Ltd., Eastern Region/ Kolkata

प्रतिलिपि: क्षेत्रीय कार्यालय, कोलकाता और भुवनेश्वर में प्रादेशिक कार्यालय का नोटिस बोर्ड।

Copy to: Notice board of Regional Office at Kolkata & TM office at Bhubaneswar.

Section – I Chapter – 1

OFFER LETTER

To

M/s. RailTel Corporation of India Limited,
19th Floor, Aurora Waterfront, GN 34/1,
Block GN, Sector-V, Salt Lake,
Bidhannagar, Kolkata – 700 091.

I/We _____ have read the various conditions detailed in tender document attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS for the work of "Provision of one vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Jharsuguda". I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to provide vehicle on hiring basis as per Schedule of requirement given in the Tender Document in Chapter 2 (SOR) at the rates quoted in the attached schedule are hereby bind myself/ourselves. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the services according to the Specifications laid down by the RailTel for the present contract.

2. A sum of Rs. _____ (Rupees _____ only) has been submitted online through eNivida Portal, Ref No. _____ dated _____ against the "Earnest Money Deposit". The full value of Earnest Money Deposit shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period to that effect.

SIGNATURE OF Tenderer(s) with Seal

Date:

TENDERER(S) ADDRESS:

SIGNATURE OF WITNESSES:

1.

2.

Section-I
Chapter- 2
SCHEDULE OF WORK (SOR) & PRICE BID

Open e-Tender No.: RailTel/Tender/OT/ER/HQ/2024-25/1552, Dated 20.02.2025

Name of the work: Provision of one vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Jharsuguda.

Sl. No.	Description of Work	Unit	Qty. (period of hiring in months)	Estimated Rate (Rs.) incl. GST	Total Amountfor 12 months (Rs.)
1	Provision 01 no. of Non-AC vehicle such as Tata VICTA/Mahindra Bolero/ Toyota/ Chevrolet/ Tavera or similar diesel driven vehicle on regular basis at Jharsuguda for the use of optical fibre communication maintenance work of RailTel Corporation of India Ltd, Eastern region at the MCL Jharsuguda Zone for a period of 12 months (i. e 01 year). The rate includes fuels, consumables, taxes, license fee, permit, driver wages, repair and maintenance cost etc. complete for 1800 km. duty per month irrespective of hours used for the vehicle at MCL, Jharsuguda Zone.	Per vehicle per month	12 months	54,573.75 per month	6,54,885.00
2	Beyond the 1800 km monthly run.	Per km.	As per actual Km. run beyond 1800 km. in a month	15.59 per Km.	---
Estimated cost (Rs.)					6,54,885.00

PRICE BID:

Rate quoted against both the SOR Sl. No.1 & 2 (Including GST)	Rate quoted _____% above/ below/at par (Shall be filled online in eNivida portal only)
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- (1) I/We am/are signing this document after carefully reading the contents.
- (2) I/We also accept all the conditions of the tender and have signed/ digitally signed the tender document in confirmation thereof.
- (3) Above rates are inclusive of all taxes, excluding Toll Tax, Parking & Ferry Charges.

Signature of tenderer(s)

Section – I

Chapter - 3

INSTRUCTIONS TO THE BIDDERS

3.0 General

These are the Special Instructions to the Bidders for Tendering.

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

For E-Tendering bids /information by bidders is to be submitted “Online” on e-Procurement Portal <https://railtel.enivida.com>. Any document / information pertaining to this tender will have to be submitted by the bidder on line. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents, unless special deviation is quoted by the tenderer 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 TENDER BEFORE UPLOADING THE TENDER FORM. PLEASE SIGN ON EACH PAGE.

THE TENDERER MAY DOWNLOAD TENDER FORM FROM THE WEB SITE ‘<https://www.railtel.in>’ OR FROM THE e-Procurement Portal <https://railtel.enivida.com>’,

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

3.1 Submission of the bid:

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

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

(a) **“TECHNICAL BID”**; -The bid shall consist of the following:-

- 1) Completely filled Offer Letter.
- 2) Signed/ Digitally Signed Copy of Tender Document/ Corrigendum
- 3) **E-receipt of EMD**
- 4) **E-receipt of Tender Document Cost.**
- 5) **Power of attorney** to be submitted in accordance with Clause-6. Section-II Chapter-1(ITT) of Tender Document.
- 6) **In case the bidder happens to be an eligible MSE**, the documentary

evidence for same shall be submitted (Clause-4, Section-I, Chapter- 4) along with Bid Security Declaration.

- 7) Clause wise compliance with tender conditions as per Clause-6, Section-II Chapter-1 (ITT)
- 8) Documentary proof of qualifying criteria (Clause 5, Section-I, Chapter 4 of TenderDocument)
- 9) Form no. 1, 4, 5, of Section-II, Chapter- 3.
- 10) Any other document asked in the tender but not listed above.

b) "Price Bid" Shall contain

The price bid for "Schedule of requirements" as per Note of Chapter 2 for each item quoted exactly according to the proforma, as also submitted.

Note: Non-submission of the above-mentioned documents may lead to rejection of the bid

3.3 Fax Quotations & Late Tenders:

Fax Tender documents and Late/Delayed tenders would not be considered.

3.4 Attendance of Representatives for Tender Opening:

Representatives of tenderers desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening.

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

3.6 Bid submission and Opening date:

3.6.1 The bid should be submitted along with the Technical & Price bid document (all documents) in eNivida portal as per date & time given in the Bid document.

3.6.2 The tenderer's bids will be opened at the time & date of opening of the tender given in the Tender Notice in presence of such Tenderers present who choose to be present. Bids received after due date and time shall be summarily rejected and shall not be opened.

3.6.3 Submission of offline documents:

Original copy of the following document has to be submitted by the bidder before opening of bids:

- (i) Power of Attorney/Authorization/Affidavit.
- (ii) Bid Security Declaration (in case of MSEs).
- (iii) Notarized Affidavit as per Form No. 1.

(End of Chapter- 3)

CHAPTER- 3A

E-tendering Instructions to Bidders

3A.0 **GENERAL:**

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in Chapter- 3 of the Tender Document. Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://railtel.enivida.com>. Bidder Enrolment can be done using "Online Bidder Enrolment".

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

3A.1 **GUIDELINES FOR REGISTRATION:**

1. Bidders 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 bidders will be required to choose a unique username and assign a password for their account.
3. Bidders 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 bidders.
4. Upon enrolment, the bidders 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 bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder 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, bidders need to send their acknowledgement copy on our help desk mail id **eprocurement@railtelindia.com** for activation of account.

3A.2 **SEARCHING FOR TENDER DOCUMENTS:**

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

3A.3 **PREPARATION OF BIDS:**

11. Bidder should take into account any corrigendum published on the tender document before submitting their bid.
12. Please go through the tender notice and the tender document carefully to understand the documents required to be submitted as part of the bid.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender 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.
14. 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 bidders. Bidders can use "My Documents" available to them to upload such documents.
15. 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.

3A.4 **SUBMISSION OF BIDS:**

- 3A.4.1 Bidder 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. Bidder will be responsible for any delay due to other issues.
- 3A.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.

- 3A.4.3 Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 3A.4.4 Bidders 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 tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 3A.4.5 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 3A.4.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 3A.4.7 Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender 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.
- 3A.4.8 The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 3A.5 **For any clarification in using eNivida Portal:**
- 3A.5.1 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.
- 3A.5.2 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

For General Information regarding Tender:

Sh. Nruparaj Mohapatra, Sr. Manager/BBS

Mobile No.: +91-8455881243, Email ID: nruparajmohapatra@railtelindia.com

(End of Chapter- 3A)

Section – I**Chapter- 4****Preamble**

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1552, Dt. 20.02.2025

1. **Name of work:** Provision of one vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Jharsuguda.

Sl. no.	Type of Vehicle required	HQ	Approx. Hiring charges for one year (Rs.) (Incl. GST)	EMD (Rs.)
1	Tata Sumo Victa/Mahindra Bolero/ Toyota/ Chevrolet/ Tavera or similar Vehicle	One vehicle HQ at Jharsuguda	6,54,885.00	14,000.00

- 1.1 The bid shall be submitted through e-tendering portal at <https://railtel.enivida.com> only. Awarding the contract or not awarding is at the sole discretion of the RailTel Corporation of India Ltd.
- 2 **Tender offers:** The Tenderers are required to quote percentage in figures in the excel sheet downloaded from eNivida portal only. The same has to be uploaded on the eNivida Portal in the financial bid part.
3. **Currency of the Contract:**
The currency of the contract shall be 01 (one) year from the date of issue of PO/LOA extendable by further 01 (one) year depending on the performance of the contractor on completion of one year time period on the same rate, terms & conditions of the contract at the discretion of RailTel. However, the Contract may be terminated by giving one month's notice as and when required by RailTel.
4. **Cost of Tender Document:** Rs. 590/- (incl. GST@18%) towards cost of tender document shall be submitted through eNivida portal only. The bids which are received after the time and date specified above shall not be considered.

Note:

- i. MSEs registered with NSIC/UDYAM or any other body specified by Ministry of MSME for the tendered supply/work/service is exempted from submission of Cost

of Tender Document and EMD. However, copy of valid NSIC/UDYAM/MSE certificate must be submitted along with offer failing which their offer will be rejected.

- ii. Firms claiming for the above exemptions under NSIC/UDYAM/MSE or others, have to submit supporting documents as per clause no 9.2.6.1 of instructions to tenderers without which their offers shall be considered as invalid and liable for rejection.
- iii. Firms claiming for exemptions under NSIC/UDYAM/MSE have to submit the Bid Security Declaration as per Form No. 6.

5. ELIGIBILITY CRITERIA:

5.1 Technical Capability:

5.1.1 Tenderer must have completed successfully and satisfactorily at least one single similar work of providing at least one vehicle on hiring basis to a single Central Government/State Government, Central PSU organization/office/ reputed private organization for continues period of 12 months during the preceding three years (i.e. current financial year and three previous financial years).

5.1.2 The Tenderer has to submit the experience certificate with satisfactory performance from the end user, which should contain the details of LOA/PO, service description, period of hiring, amount of LOA/PO & completed service, No. of vehicle and status of performance. MOU's will not be considered for the eligibility criteria.

5.2 Financial Capability:

The bidder should have minimum cumulative turnover from operation in the previous three financial years (FY: 2021-22, FY: 2022-23, FY: 2023-24) and the current financial year, at least 150% of the advertised value of the tender.

The tenderers 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.

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.

6. The tenderer shall produce along with tender paper the documentary support for their experience. The tenderer also has to state the number of vehicles which shall be placed

fully under the disposal of RailTel. Documentary support 1) for the possession such as RC, experienced staff with driving license etc. 2) GST registration shall be submitted along with the tender papers. The offer document should be serially numbered. The offer of Tenderers, who do not comply with these conditions, may be rejected

7. All bids must be accompanied with Schedule of work attached as SOR duly filled at eNivida portal <https://railtel.enivida.com>. The RailTel Corporation is not bound to accept the lowest or any bid nor assign any reason for doing so and RailTel Corporation reserves the right to accept any bid in respect of whole or any portion of the items specified.
8. Earnest Money Deposit (EMD): The tenderer shall submit a sum of Rs. 14,000/- (Rupees Fourteen Thousand only) as EMD, to be paid online at <https://railtel.enivida.com> only.
- 9.1 The tenderers shall hold the offer open till such date as specified in below Para 10. It being understood that the tender documents have been sold/issued to the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the RailTel.
- 9.2 The earnest money may be forfeited:
 - 9.2.1 If a tenderer withdraws its offer during the period of offer validity specified below (Clause 10.)
 - 9.2.2 In the case of successful tenderer, if the tenderer fails to Sign the contract agreement as per Form No. 3.
 - 9.2.3 Fails to furnish performance guarantee in accordance with clause 22 of Instructions to Tenderers and Conditions for Tendering.
 - 9.2.4 The earnest money of unsuccessful tenderer will be returned within reasonable time after issuance of LOA but RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
 - 9.2.5 If the offer is accepted, the amount of Earnest Money will be refunded after submission

of Performance Guarantee Amount by the successful bidder.

9.2.6 Any bid not accompanied by Earnest Money in the approved forms as mentioned in para 9 above will be summarily rejected.

9.2.6.1 MSEs registered with NSIC/UDYAM or any other body specified by Ministry of MSME for the tendered supply/work/service is exempted from submission of EMD. However, exemption from submission of Performance Guarantee Amount is not applicable. These exemptions shall be applicable provided firms are registered with NSIC/UDYAM/MSME for tendered item/work/services and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC/UDYAM/MSME registration certificate for the tendered item/work, otherwise their offer would not be considered. Offers without above will be treated as invalid and summarily rejected.

9.2.7 If the tenderer deliberately gives wrong information in his/her tender or creates such circumstances for the acceptance of his/her tender, then RailTel reserves the right to reject such tender at any stage. In case credential certificate(s) submitted by the contractor are found to be incorrect, the EMD deposited shall be forfeited in respective tenders he has quoted and he will be barred from quoting in RailTel tenders for a period of one year.

9.2.8 If a Tenderer expires after the submission of his offer or after the acceptance of his offer, RailTel shall deem such offer as cancelled. If a partner of a firm expires after the submission of their offer or after the acceptance of their offer, the RailTel shall deem such tender as cancelled, unless the firm retains its character.

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

9. The tenderer shall keep the offer open for a minimum period of 60 days from the date of opening of the tender within which period the tenderer cannot withdraw his offer. Any contravention of this condition will make tenderer liable for forfeiture of his earnest money deposit.

10. The submission of offer will be deemed to imply that this memorandum and all documents enclosed have been studied and understood and the tenderer is aware of the full scope of the work to be done and the conditions affecting the execution.

11. The tenderer shall not increase the quoted rates in case RailTel Corporation negotiates for reduction in rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the

tenderer. The enclosed Tenderer data sheet should invariably be filled and submitted along with the offer.

12. The successful tenderer shall sign an agreement for the execution of the work as offered by him and accepted by RailTel Corporation within 15 days of issue of LOA/PO.
13. In all matters, decision of PED (Eastern Region)/RailTel Corporation of India Ltd., will be final.

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

Name of the work: Provision of one vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Jharsuguda.

Tender No: RailTel/Tender/OT/ER/HQ/2024-25/1552, Dt. 20.02.2025

1	Name of the Organization	
2	Name of the Authorized Person Submitting the Tender Documents (Submit the proof of authorizing the person to sign the tenders by the company on its behalf)	
3	Main line of Business	
4	Years of Experience	
5	Location (indicate address, tel.no., fax and the year from which they are operating in that location)	
6	Contact person	
7	Address	
8	Tel. No.	
9	Fax No.	
10	E-mail ID	

Note:

1. Cost of Tender document and EMD should be paid online on eNivida Portal only.
2. No changes/ additions/ deletions/ alterations to the tender document are permitted under any circumstances

Eligibility Criteria for Tender:

Sl. No	Conditions	Enclosed (Yes/No)																
1(a)	<p>As per cl. No. 5.1, Preamble:</p> <p>Tenderer must have completed successfully and satisfactorily at least one single similar work of providing at least one vehicle on hiring basis to a single Central Government/State Government, Central PSU organization/office/ reputed private organization for continues period of 12 months during the preceding three years (i.e. current financial year and three previous financial years).</p> <p>Documentary support to be submitted along with tender offer.</p>																	
1(b)	<p>As per cl. No. 5.2, Preamble:</p> <p>The bidder should have minimum cumulative turnover from operation in the previous three financial years (FY: 2021-22, FY: 2022-23, FY: 2023-24) and the current financial year, at least 150% of the advertised value of the tender.</p> <p>Please indicate the Annual Turnover for the last preceding Three years</p> <table border="1"> <thead> <tr> <th></th> <th>Year</th> <th>Annual Turnover</th> <th>Documentary support atpage</th> </tr> </thead> <tbody> <tr> <td></td> <td>2023-24</td> <td></td> <td></td> </tr> <tr> <td></td> <td>2022-23</td> <td></td> <td></td> </tr> <tr> <td></td> <td>2021-22</td> <td></td> <td></td> </tr> </tbody> </table>		Year	Annual Turnover	Documentary support atpage		2023-24				2022-23				2021-22			
	Year	Annual Turnover	Documentary support atpage															
	2023-24																	
	2022-23																	
	2021-22																	
1 (c)	Documents which are declared explicitly by the tenderer as documents supporting the claim of qualifying the laid down eligibility criteria – as per cl. No. 18 (i), Section-II, Chapter- 1.																	
1(d)	Notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified ---as per cl. No. 18 (ii) should be submitted online and original copy shall be submitted to RailTel Regional Office at Kolkata.																	
1(e)	Power of Attorney/Authorization/Affidavit regarding authorization to participate in the tender on behalf of the firm.																	
2 (a)	The tenderer should produce copy of PAN Number & GSTregistration number.																	
2(b)	The tenderer should produce Audited Balance Sheet, P&L A/c and Income statement of all the Preceding Three financial years.																	
3	The tenderer should enclose EMD & Cost of Tender Document																	
3 (a)	If MSE firm: Supporting documents (NSIC or UDYAM Certificate) along with Bid Security declaration as per para 9.2.6.1, preamble																	

Place
Date

(Signature of the Tenderer with Seal)

SECTION - II

CHAPTER- 1

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS:

Offers are invited on behalf of M/s. RailTel Corporation of India Limited, 19th Floor, Aurora Water Front, GN 34/1, Block GN, Sector-V, Salt Lake, Bidhannagar, Kolkata – 700091 from established and reliable contractors for Hiring of Vehicles for MCL Project with HQ at Jharsuguda.

- 1.1 The Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Schedule of Requirements and all Annexure & Forms etc. shall, hereafter, be collectively referred to as the "Tender Papers".
- 1.2 **Tender offer:** The tenderer(s) are required to quote % basis as indicated in the eNivida portal.

2. INTERPRETATIONS:

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

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

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

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

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

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

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

"MONTH" Means any consecutive period of thirty days.

"MATERIALS" Means all equipments, components, fittings and other materials including

raw materials required to complete the work.

"PURCHASER" Means M/s. RailTel Corporation of India Limited, 19th Floor, Aurora Water Front, GN 34/1, Block GN, Sector-V, Salt Lake, Bidhannagar, Kolkata – 700091. and Territory office at 1st Floor, Annex Building, B Block, Chandrasekharpur, Bhubaneswar – 761023.

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

"SUB-CONTRACTOR" Means an individual or a firm of Contractor or a Company registered under Indian Companies Act or an approved supplier of materials to whom the Contractor sublets portions of the contract.

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

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

"RailTel" Means RailTel Corporation of India Limited, Eastern Region, 19th Floor, Aurora Water Front, GN 34/1, Block GN, Sector-V, Salt Lake, Bidhannagar, Kolkata – 700 091.

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

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

"TENDERER" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submits the Offer/Bids which has been invited.

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

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

3. LOCAL CONDITIONS:

- a. It will be imperative on each tenderer to fully acquaint himself with all the local

conditions and factors, which would have any effect on the performance of the contract and cost of the stores. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchase on account of any local condition or factor.

- b. The intending tenderer is advised to study the tender papers carefully. Any submission of a quotation by the tenderer shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his quotation. Failure to adhere to anyone or all these instructions may render his offer liable to be ignored without any reference.
- c. Should a tenderer find discrepancies in, or omission from, the drawings or any of the Tender papers or he has any doubt to their meaning, he should at once notify the RailTel who may send a written clarification to all Tenderers.

4. COMPLIANCE TO TENDER CONDITIONS:

- 4.1 The tenderer shall indicate paragraph by paragraph for each section of the tender document that either his tender complies in every respect with the requirements of each clause and sub clause or if not, precisely how they differ from the requirements of the tender. In later case, the tenderer shall enclose a separate statement as per proforma given, indicating only the deviations for any clause or sub clause of Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Technical Specifications, Preamble etc. which he proposes with justifications for deviations proposed. The purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final (see Form 4).
- 4.2 Firms should give details of similar works carried out giving details of the name of the firm, date of award, value of the contract, the original service time period and the actual service period.

5. SUBMISSION OF OFFERS:

- 5.1 All offers in the prescribed forms should be submitted on eNivida Portal before the time and date fixed for the receipt of the offers.
- 5.2 In case the date of opening happens to be a holiday, the tender will be opened at the same time on the next working day.
- 5.3 Not used.
- 5.4 All copies of the tender papers shall be signed and scanned or digitally signed by the tenderer, in token of his having studied the tender papers carefully.

6. THE BID SHALL CONSIST OF THE FOLLOWING:

- i) Signed/Digitally Signed Complete Tender Document including Offer letter.
- ii) Schedule of works (i.e., Schedule of Requirements).
- iii) Cost of Tender Document submitted on online eNivida portal.
- iv) Earnest Money Deposit (EMD) submitted on online eNivida portal.
- v) NSIC/UDYAM Certificate along with Bid Security Declaration in Form No. 6 (For MSE firms).

- vi) Constitution of Firm and Power of Attorney/Authorization/Affidavit.
- vii) Clause wise compliance to tender conditions & statement of deviations (Para 4) Form No. 4.
- viii) Notarized Affidavit in Form No. 1 (Annexure-A).
- ix) Supporting Documents against Technical & Financial Eligibility Criteria
- x) Any other information desired to be submitted by the tenderer.
- xi) Price bid in the excel sheet downloaded from the eNivida Portal only.

7. CONSTITUTION OF FIRM AND POWER OF ATTORNEY:

- 7.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -
- (a) As sole proprietor of the concern or as attorney of the sole proprietor.
 - (b) As a partner or partners of the firm.
 - (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- 7.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 7.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 7.4 In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- 7.5 The duly notarized Power of Attorney, Partnership Deed, as the case may be in original or duly signed.
8. **UNIT PRICES:** The unit prices should be quoted by the Contractor after taking all the relevant factors into consideration and these should be Firm without any variation clauses. The rate shall be quoted in percentage with respect to the estimated cost. The prices shall be inclusive of all taxes and statutory payments (Including GST tax). Rate of GST should be indicated.
9. **VALIDITY OF OFFER:** The tenderer shall keep the offer open for a minimum period of 60 (Sixty) days, from the date of opening of tender. Within that period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.
10. **RATES DURING NEGOTIATION:** The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of

rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

11. **NON-TRANSFERABILITY AND NON-REFUNDABILITY:** The tender documents are not transferable. The cost of tender document is not refundable.
12. **ERRORS, OMISSIONS & DISCREPANCIES:** The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the misinterpretation shall be entertained.
13. **WRONG INFORMATION BY TENDERER:** If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.
14. **AUTHORITY OF ACCEPTANCE:** The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser. However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
15. **AGREEMENT:** The successful tenderer/s shall be required to execute an agreement with the representative of RailTel for carrying out the work according to the tender documents as indicated.
16. **TENDERER'S ADDRESS:** Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post.
17. **EVALUATION OF OFFER:**

The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser. However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
18. **SYSTEM OF VERIFICATION OF TENDERER'S CREDENTIALS:**
 - i) The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support

of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.

- ii) The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-A. **Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.** It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
19. With the submission of the affidavit as mentioned above, the practice of verification of tenderer's documents by the RailTel may be dispensed with.
20. The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the RailTel thereunder.
21. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD) will be forfeited, Performance Guarantee (PG) of contract will be encashed and agency will be barred for doing business with entire RailTel for 5 (five) years.

22. CONTRACT PERFORMANCE GUARANTEE:

The successful bidder shall submit 5% of total value of the work 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 the Purchase Order/Letter of Acceptance, failing which a penal interest of 15% per annum shall be charged for the delayed period i.e. beyond 30 (thirty) days from the date of issue of PO/LOA, till the date PBG is received.

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

However, RailTel reserves the right to terminate the contract in case the Bidder fails to submit the requisite PERFORMANCE GUARANTEE within 60 days of issuance of PO/LOA.

Note:

- 1) **In case of Bank Guarantee:** The BG shall be initially valid up to stipulated completion of all contractual obligations including warranty obligations (if applicable) plus 90 days along with a claim period of 12 months (time period between expiry date and claim date) on top of guarantee period (if applicable) under the contract.
- 2) A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this, the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

Details for online SFMS confirmation using the platform are 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.

- 3) Any performance guarantee up to a value of Rs. 5 Lakhs is to be submitted through online transfer only. The PG Amount of up to Rs. 5 Lakhs will not be accepted in any other form.

RailTel's Bank Account Details for submission of online PG amount are given as below:

Company Name: RailTel Corporation of India Ltd.

Bank Name: Union Bank of India

Branch Name: Camac Street Branch

Bank IFSC: UBIN0540161

Account Type: Current Account

Account No.: 401601010519491

Address: 1/1, Camac Street, Ground Floor, Kolkata, West Bengal, PIN-700016

- 4) 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.
- 5) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This PG shall be initially valid up to stipulated date of completion plus 90 days 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 90 days.

- 6) The value of P. G. to be submitted by the contractor will not change for variation up to + 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than + 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- 7) The Performance Guarantee (PG) shall be released after successful completion of Contract including warranty period obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.
- 8) Wherever the contracts are rescinded, the Performance Guarantee shall be encashed and the balance work should be got done separately.

23. SECURITY DEPOSIT: Not Applicable.

24. GST:

- a) (i) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
 - (ii) The successful tenderer who is liable to be registered under CGST/ IGST/ UTGST/ SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RailTel immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
 - (iii) In case the successful tenderer is not liable to be registered under CGST/ IGST/ UTGST/ SGST Act, the RailTel may deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority as per the prevailing law.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

- (c) RailTel will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

25. OTHER CONDITIONS:

- 25.1 The vehicle shall generally be used within Territorial jurisdiction but can even be used for outside the jurisdiction as per the need basis.
- 25.2 The offer shall not include Parking /toll entry fee etc. as these charges would be paid by RailTel separately on actual basis on production of original receipt.
- 25.3 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 fueling and resultant inconvenience to RailTel officials will be considered serious lapse and recurrence of such incidents frequently will render the contract liable for termination.
- 25.4 The vehicle shall not use reversal audio indication in residential premises and the driver will take all precautions not to cause any inconvenience to the residents of the locality.
- 25.5 No additional charges towards Night Charges (Local usage), cancellation charges, Driver's food allowance etc. is permissible. However, parking charges, toll charges will be reimbursed on submission of original bill.
- 25.6 RailTel does not guarantee availability of parking place.
- 25.7 The contractor shall be responsible for and shall pay any compensation to his employees (i.e Drivers) payable under the Workmen's Compensation Act 1923 and 1933 and the amendments thereto for injuries caused to the driver. The contractor shall be responsible for and pay the expenses for providing medical treatment to any of their drivers who may suffer any bodily injury as a result of any accident during the course of duty with RailTel Corporation of India Ltd.
- 25.8 The firm shall indemnify RailTel Corporation against any or all claims which may arise under the Motor vehicle act or Workman's compensation other act or any other act or statue having bearing over the services and for engagement of workmen directly or indirectly of performance of work under the contract.
- 25.9 Contractor should take out and keep valid during the Contract period a Third Party Insurance as applicable in the Vehicle Act. A copy of this insurance should be submitted

to this office along with the Agreement.

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

26. OTHER GENERAL CONDITIONS OF CONTRACT:

26.1. GENERAL OBLIGATIONS:

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

26.2 Law governing the contract

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

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

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

- 26.4 **Service of Notices on Contractors** – The Contractor shall furnish to the Addl.GM/Bhubaneswar 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 Addl.GM/Bhubaneswar / RailTel.

26.5 Assignment or subletting of contract:

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

26.6 Force Majeure Clause

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

26.7 Illegal Gratification

26.7.1 Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or his partner, agent or servant or anyone on his behalf, to any officer

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

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

27 CLAIMS:

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

28 PAYMENTS:

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

29 REFUND OF SECURITY DEPOSIT: Not Applicable.

30 NON-EMPLOYMENT OF DRIVERS BELOW THE AGE OF 18 YEAR:

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

31 DETERMINATION OF CONTRACT:

31.1 **Right of RailTel to determine the contract:** The RailTel shall be entitled to determine and terminate the contract at any time, If 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.

32 PAYMENT ON DETERMINATION OF CONTRACT:

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

32.2 The contractor shall have no claim to any payment of compensation or otherwise, however, 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.

33. TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

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

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

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

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

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

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

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

35. 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.

36. SETTLEMENT OF DISPUTE AND ARBITRATION:

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

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

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

Managing Director/RailTel shall appoint out of the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel Corporation of India Ltd.

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

37. PAYMENT TERMS:

- 37.1 Payments will be made on monthly basis on submission of Invoices along with log books, Vehicle insurance, RC details, Lease Agreement of Vehicle (if applicable) etc. No Invoice shall be entertained with incomplete and unsigned log books. Log Books should be filled/completed in all respect i.e indicating therein the reporting KM and time, releasing KM and time, destination and purpose of travel etc. and also concerned releasing authority's Signature on the log book. (Invoice should indicate Invoice No., Invoice date, PAN No., GST No., GST breakup on the Invoice. Invoice should be raised in favour of M/s. RailTel Corporation of India Ltd., Bhubaneswar with GST No. 21AABCR7176C1ZP.
- 37.2 Payment of bills will be made through ECS/RTGS. For this purpose details of the bank account and the code number /address of the bank will have to be advised by the agency along with the bill.
- 37.3 Tax deduction at source will be made as per statutory provisions.
- 37.4 Contractor should submit the monthly Invoice along with completed and signed Logbook to the Office In-charge of RailTel at Bhubaneswar.
- 37.5 1st bill of Contractor will be processed only after the Performance Guarantee as per LOA is submitted and after fulfilling the terms and conditions stipulated in this contract.
- 37.6 The Bill Passing Authority for this tender is the GGM/TM/BBS & Bill paying Authority is Head of Finance, RailTel/ER.

38. PERIOD OF CONTRACT:

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

the performance of the contractor on the same rates and same terms and conditions.

39. TERMINATION OF THE CONTRACT:

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

40. LABOUR LAW:

- 40.1 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;
- 40.2 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.
- 40.3 Contractor once approved by any Executive, can create password with login ID (PAN No.) for subsequent use of portal for all LOA's issued in his favour.
- 40.4 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.
- 40.5 After approval of LOA by Executive, contractor shall fill salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramik kalyan portal on monthly basis.
- 40.6 It shall be mandatory upon contractor to ensure correct and prompt uploading of all salient details of engaged contractual Labour & payments made thereof after each wage period.
- 40.7 While processing payments of any "On Account Bill" or "Final Bill" or release of Advances" or "Performance Guaranty", 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"

SECTION – II

CHAPTER- 2

SPECIAL CONDITIONS OF CONTRACT

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

- 4.4. Drivers should be in Uniform of the agency and provided with cell phone. Driver should be instructed not to switch off the cell phone. RailTel shall not bear the cost of the cell phones or its call charges to the driver. If the cell phone of the driver is not working, a penalty of Rs.150/- per day will be levied.
5. Driver should keep available all the required documents like driving license, RC Book, Life tax, pollution control, proper road travel permission etc. in the vehicle and should be submitted for verification to the concerned RailTel section-in-charge
6. Log book should be supplied by the agency and shall be kept in the custody of the driver who shall get the same filled up for the journeys undertaken by the RailTel Officials every day.
7. The vehicle odometer reading and time for starting and closing will be recorded at the reporting place. No additional mileage/time will be permitted for TO & FRO for the movement of the vehicle from supplier's premises/vehicle shed.
8. The component of GST shall be shown separately. The firm should furnish proof of payment of GST along with bill of payment. GST registration number should be furnished along with bills.
9. The vehicles should be of 2021 (Two Thousand Twenty-One) or Later year of manufacture/registered.
10. The vehicle should be kept in good, neat and clean conditions at all times.
11. Obligations to comply with various statutory formalities like Road tax permits, pollution check, parking charges & toll gate charges to be borne by the vehicle supplier. However, parking & toll gate charges will be reimbursed on submission of documentary proof along with monthly bill.
12. In case of break-down of any hired vehicle provided the agency, the agency should provide similar substitute vehicle within a reasonable time i.e. one hour from the time of intimation. Failing which a penalty of Rs.750/- per such case will be deducted. In case no vehicle is arranged then, per day charges will be deducted in addition to Rs. 750/-. Similar penalty is also applicable for not attending the phone calls/mobile kept in not coverage area/mobile switchedoff condition and not reporting at required time. Any servicing/repairs are to be carried out during Rest days or at the discretion of the RailTel official concerned.
13. If the vehicle/driver performance is not up to the standards as mentioned above RailTel reserves the right to terminate the contract without attributing any reason with one month notice.
14. The contractor shall possess the vehicle which he/she proposed to use under this tender/ contract, registered with the competent authority in his/her name/ company or firm's name/partner's name or shall have a power of Attorney of the vehicle in his name/ company or firm's name/partner's name.
15. If the tenderer wishes to purchase new vehicle/(s) or intends to hire a new vehicle/(s) for providing service to RailTel, if their offer is accepted, they have to submit an undertaking stating that the vehicle/(s) will be purchased and given to RailTel on hire within 30 days from the date of issue of letter of acceptance. If the tenderer does not comply the undertaking after awarding of work, RailTel will forfeit

the EMD. If the tenderer complies with the above condition, EMD will be refunded after submission of PG Amount. During the intervening period between time of award of contract and provision of new vehicle on hire, the contractor shall provide a vehicle of make and model indicated in the SOR.

16. The rates accepted by RailTel Corporation shall remain unchanged till the currency of the contract. In case of increase/ decrease in the price of Diesel RailTel Corporation reserve the right to increase/ decrease rates as per the prescribed formula indicated below:
 - 16.1 For increase or decrease of in diesel prices by less than 10%, no change in the prescribed rate will be allowed. In case increase/ decrease is beyond 10%, the rate shall be increased/ decreased by 1/4th of such percentage increase/ decrease in the fuel price. For this purpose the „Base Rate' will be rate prevailing on the date of issue of LOA.
 - 16.2 For example if fuel price is increased by 12% in relation to the price on the date of acceptance of the contract and the prescribed monthly accepted is Rs. 45,000/- then the prescribed rate may be increased by Rs. $45,000 \times 2\%$ (i.e. $12\% - 10\%$) $\times \frac{1}{4} =$ (Rs. $(45,000 \times 0.02 \times 0.25)$ i.e. Rs.225/-.
 - 16.3 For this purpose, firms are required to furnish initialed and current copy of bills (diesel price) along with monthly bill.
17. Bill passing officer is GGM/TM/ Bhubaneswar and Bill paying officer is Spl. GM/Finance/Kolkata. A copy of the last receipt of payment of GST tax should accompany the bill.
18. Consolidated Monthly Bill to be submitted to the RailTel by attaching the signed copy of LOG SHEET & certificate of satisfactory condition of vehicle without which payment will not be made.
19. Payment will be made through NEFT/RTGS and Income tax will be recovered from the bill as per Income tax rules in vogue. PAN number should be submitted along with bills. All the tenderers should submit format for RTGS payment as prescribed in form No.5 of this tender document.
20. Certificate of Satisfactory condition of vehicle: Certificate of Satisfactory condition of vehicle to be given by the RailTel official concerned, which should be attached along with monthly bill.
21. Staff of Agency should have Uniforms/ID Cards for entering in RailTel/MCL premises
22. Staff of Agency should not infringe/disturb the work of RailTel/MCL/Railways and if any damage occurs to assets of RailTel/MCL/Railways while plying & parking of vehicles, Agency will be responsible for the same
23. RailTel reserves the right to terminate the contract at any time after giving one month's notice, If in RailTel's opinion the cessation of work become necessary, owing to paucity of funds, the Agency inability to perform, non- possession of vehicle arrangement. In this case, the EMD will be forfeited and Performance Guarantee will be encashed.

Section – II

Chapter – 3

Forms of Tender

Form No.1
Annexure-A

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

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

I..... (Name and designation)**
appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of RailTel Corporation of India Ltd., Eastern Region, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

contract, along with forfeiture of EMD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire RailTel Corporation of India Ltd.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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

Form No.2

**PERFORMANCE BANK GURANTEE BOND
(On Stamp Paper of Rs. One Hundred)**

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

In consideration of the RailTel Corporation of India Limited, 19th Floor, Aurora Water Front, GN 34/1, Block GN, Sector-V, Salt Lake, Bidhannagar, Kolkata – 700 091. (Herein after called RailTel)

1. (Herein after called RailTel) having agreed to exempt
.....
..... (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated
..... made between.....and

.....
for (hereinafter called “the said Agreement”) of Performance Guarantee for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs..... (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs..... Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, Bank and our local branch at Kolkata (indicate detail address of local Branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

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

4. 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.

5. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said

Form No.3

AGREEMENT

(CA No. _____ for the work of "Provision of one vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Jharsuguda".

This AGREEMENT is made at Kolkata 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 Water Front, GN 34/1, Block GN, Sector-V, Salt Lake, Bidhannagar, Kolkata – 700 091. acting in the premises through ___/Eastern Region (hereinafter referred to as „RailTel“, which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

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

Whereas in response to a call for Tender by RailTel for the work of "Provision of one vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Jharsuguda" as per tender papers at Annexure "A" read with Corrigendum issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure "B" hereto.

AND WHEREAS the said Tender of the Contractor has been accepted for the work of "Provision of one vehicle on hiring basis for MCL Project for RailTel Corporation of India Ltd., Eastern Region with HQ at Jharsuguda" as per copy of Letter of Acceptance of Tender No. _____ Dated _____ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs. _____ (Rupees _____ Only) duly accepted by the contractor.

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

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

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

The contract within named in the presence of:

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

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

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

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

PROFORMA FOR STATEMENT OF DEVIATIONS

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

1.1 Instructions to Tenderers and Conditions of Tendering

Clause	Deviation	Remarks(Including Justification)
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1.2 Preamble

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

Clause	Deviation	Remarks(Including Justification)
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1.4 Annexure

Clause	Deviation	Remarks (Including Justification)
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Note:

Where there is no deviation, the statement should be submitted duly signed with an endorsement indicating no deviations.

SIGNATURE AND SEAL OF THE
MANUFACTURER / TENDERER

Form No. 5

RailTel Corporation of India Ltd.,
 Eastern Region
 19th Floor, Aurora Water Front, GN 34/1,
 Block GN, Sector-V, Salt Lake,
 Bidhannagar, Kolkata – 700 091.

Sir,

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

DETAIL REQUIRED FOR PAYMENT THROUGH RTGS/NEFT

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

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

For..... Verified above Bank Particulars for Online payments

Authorized Signatory

Bank's Authorized Signatory

Form No. 6

FORMAT BID SECURITY DECLARATION

(On Non-judicial stamp paper of Rs. 100/-)

Whereas, I/We _____ (Name of Agency) has submitted bid for _____
_____ (Name of Work and Tender No.) and whereas Earnest Money Deposit is being
exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines as the
bidder being _____

I/We hereby submit the following "Bid Security Declaration" in lieu of exemption from submitting
Earnest Money Deposit :-

1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of
tender) specified in the tender document;

Or

2) If, after the award of work, I/We fail to accept LOA/PO, or to sign the contract agreement or fail to
submit performance guarantee or fail to commence the work within stipulated time period prescribed
in tender document;

Or

3) If I/We furnish any incorrect or false statement / information/ documents;

Or

4) If I/We hide any relevant information or do not disclose any material fact in the tender;

Or

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for
future tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of
such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

CHECK LIST (To be filled up & uploaded)

Sl. No.	Have you submitted the following documents?	Submitted or not	Reference
1	Dully filled Offer Letter		
2	Price Bid (In Excel Format, downloaded from eNivida Portal)		
3	Signed/Digitally signed Complete Tender Document		
4	E-receipt of Earnest Money Deposit (EMD)		
5	E-receipt of Tender Document Cost		
6	Power of Attorney/Authorization/Affidavit		
7	NSIC/MSME Certificate along with Bid Security Declaration (Applicable for MSE firms)		
8	Clause wise Compliance with Tender Conditions		
9	Documents against Technical Eligibility Criteria		
10	Documents against Financial Eligibility Criteria		
11	Notarized Affidavit as per Form No. 1 (Annexure-A)		
12	Statement of Deviations (If applicable)		
13	Details for RTGS/NEFT as per Form No. 5		
14	Offline Documents (Original copy): i. Power of Attorney/Authorization/Affidavit ii. Bid Security Declaration (in case of MSE firms) iii. Notarized Affidavit		
15	Tenderer Dada Sheet		