

**RAILTEL CORPORATION OF INDIA
LIMITED**

(A Govt. of India Undertaking)(Ministry of Railways)

TENDER DOCUMENT

FOR

**Hiring of Vehicles with drivers and fuel for
use of RailTel Officials for a period of Two
years extendable to one more year.**

TENDER No. RailTel/Tender/OT/WR/HQ/2019-2020/20

Date: 26/11/2019

**RailTel Corporation of India Limited,
Western Railway Microwave Complex,
Senapati Bapat Marg, Mahalaxmi, Mumbai - 400 013
Phone: 91 (22) 24923907, Fax 91 (22) 24923913**

INDEX SHEET

Sr. No.	Contents	Page
1	NIT	3-4
2	Offer letter	5
3	Terms and conditions a) Eligibility conditions	6-10
	b) Evaluation Criteria	
	c) EMD	
	d) PBG	
	e) Mandatory updation of Labour data	
4	Documents to be attached	11
5	Terms and Conditions of Contract	12-16
6	Check list	17
7	Performance of Guarantee Bond	18-19
8	Agreement copy	20-21
9	RTGS/NEFT Form	22
10	Format of Affidavit	23-24

Notice for Inviting e-Tender.

RailTel Corporation of India Ltd. (RailTel), Mahalaxmi Railway Microwave compound, Senapati Bapat Marg, Mahalaxmi, Mumbai – 00013, invites sealed open tender from the established and registered **travel agencies** with proven experience for the **“Hiring of 5 nos. Commercial Vehicles with drivers and fuel on monthly package & daily hire basis to RailTel Corporation of India, Western Region, Mumbai for a period of two years, extendable to one more year”**.

1	Tender No.	RailTel/Tender/OT/WR/HQ/2019-2020/20
2	Last date & time for submission of tender	17.12.2019 up to 15:00 hrs.
3	Opening date & time of tender	17.12.2019 at 15:30 hrs.
4	Validity of offer	120 days from the date of opening of tender.
5	Approximate cost of service	Rs.55,44,000/- (Rs. Fifty five lakhs and forty four thousands only)
6	EMD amount	Rs. 1,10,900/- (Rupees One Lakh Ten Thousands & Nine hundred Only)
7	Web address for availability of tender document and submission of tender	www.ireps.gov.in
8	Cost of Tender document	Rs. 5900/-(including GST @18%)

1. All future information viz. corrigendum/addendum/amendments etc. for this tender shall be posted on e-tender portal only.
2. Tender can be viewed and submitted through website www.ireps.gov.in only. Printed copy of tender document will not be sold from RailTel Office. Tender document can be seen on RailTel's website www.railtelindia.com, <https://www.ireps.gov.in>
3. Payment of Earnest Money Deposit (EMD) and Tender Document Cost (TDC), in respect of e-tendering, will be accepted through net banking or payment gate way only. Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on IREPS (e-tender portal).
4. The tenderer shall submit documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of copy of documents / certificates in support of credentials, submitted by tenderer, shall be self attested / digitally signed by the tenderer or authorized representative of the tendering firm. Self – attestation shall include signature, stamp and date (On each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.

5. Bank Account details of RailTel/WR.

Name of the Branch & Address	State Bank of India ,churchgate, Branch, MaharshiKarveMarg, Mumbai-400020.
Name of Account Holder	RailTel Corporation of India Limited
Account No.	11037321307
IFSC Code	SBIN00001821
Branch Code	001821

6. The amendments shall be posted on website only. All bidders should download from website. These amendments will be binding on all bidders. Those who are downloading tender document from website should download the clarification also and submit with the tender document.
7. Further information is available at RailTel's website www.railtelindia.com, www.ireps.gov.in or from the office of Executive Director- RailTel /Mumbai

Group General Manager/HRD
RailTel, Mumbai.

OFFER LETTER

Tender for Hiring of 5 Nos. commercial Vehicles on monthly package & daily hire basis to RailTel Corporation of India Ltd. (A Govt. of India PSU) for Mumbai based officers for Two years extended to another one year.

To
RailTel Corporation of India Ltd
Western Railway Microwave Compound
Senapati Bapat Marg, Mahalaxmi West, Mumbai – 13.

Dear Sir,

I / We hereby submit our quote / rates for supply of EXCLUSIVELY COMMERCIAL VEHICLES on monthly package / daily hire basis to your office on the terms and conditions indicated below. This offer shall be valid for 120 days from the date of opening of the bid. The rates of package / hire charges will be as under :

(A) Rates for Monthly package basis (in figures & in words)

Vehicle Model	Rate for monthly run of 2000 km & 312 hrs.	Rate per extra Km. (above 2000 kms)	Rate per extra hour (above 312 hrs subject to max 12 hrs per day)
Mid Segment (Hyundai Xcent, Mahindra Verito, Swift Dzire or equivalent model in prices)			
Rate in words			

(B) Rates on Daily basis (In figures & in words) :

Vehicle Model	Rate for per day 8 hours 80 kms. Per day	Rate per extra Km. (above 80 kms)	Rate per extra hour (above 12 hrs per day)
Mid Segment (Hyundai Xcent, Mahindra Verito, Swift Dzire or equivalent model in prices)			
High Segment like			
Honda City			
Innova			
Innova crysta			
Corolla Altis			

Name & Signature of the Authorized Signatory
Name & Address of the firm

2. Terms & conditions:-

(A) Eligibility Condition:

- (i) The bidders having a minimum fleet of 6 vehicles for Medium segment AC Cars of October 2018 or later models vehicles authorized to ply as hired vehicle as per section 66 MVA-1988 are eligible to participate in the bid. The vehicle should be registered for use as hired vehicle in the name of firm or in the name of proprietor or in the name of partner(s) of the firm. (Self-attested copy of partnership Deed or Article of Association or ownership certificate to be enclosed).
- (ii) The firms will have to submit a list of vehicles / cars segment wise indicating the make, registration no. and model along with photocopies of registration certificate.
- (iii) The agency submitting the offer should have a valid Permanent Account Number issued by the Income Tax Department of the Government of India and a copy of the same is to be attached with the tender documents.
- (iv) Agency submitting the quotation should have a valid GST registration Number and should attach a copy of the same with the tender.
- (v) Agency submitting the bid should submit an affidavit that he or his firm has not been black-listed by any of the organization / government department upto the date of submission of the offer to RailTel.
- (vi) In case the firm(s) is / are registered as partnership firm, a copy of the "Partnership Deed" will have to be attached along with tender documents. Any person who is in Govt. service or is an employee of RCIL shall not be a partner to the agency. (Partnership registered after opening of the tender will not be accepted. In case of partnership, eligibility criteria should be fulfilled by the partnership firm and not by any of the individual partnering firm)

(B) Evaluation Criteria:

For the purpose of Evaluation, the merit position will be decided based on the Offer of basic rate combined with 80 KM extra and 12 Hour extra. The lowest offer, thus arrived will be selected. The Tender will be finalized on monthly rates only. RailTel reserves the right to accept / reject the rates received against On-Call basis (Daily basis).

(C) General Conditions:

- (i) The empanelled agency should provide **commercial vehicles**. The prescribed rates are for hiring of vehicles with driver. No additional charges will be admissible except service tax, parking charges & Toll tax, which will be as per actual. However, the State Entry Taxes or any other Tax levied by the Govt. as per rules, for entry/exit of vehicles in or outside Mumbai, shall be paid by RailTel as actual on documentary evidence.

- (ii) The Rates must be unconditional. Incomplete or conditional quotes shall be rejected summarily. Agency submitting the bid must sign each paper of the Tender documents.
- (iii) **In exigencies, the vehicle may be required to go beyond its HQ.** As per clause 12 of the terms and conditions, in case of outstation journey **Rs.250/-** per night extra payment is admissible.
- (iv) The rates in the Offer Letter should be **in figures as well as in words**. In case of any discrepancy in rates in figure and words, rates in words would be adopted. Alterations, if any, should be attested by the agency or its authorized signatory.
- (v) **The Drivers should have Mobile Phones 24 hours in working condition. Drivers should also be in uniform and should have valid Commercial License/batch etc. to drive commercial vehicles in the area where deployed.**
- (vi) RailTel reserves the right to reject all or any the Offer, accept more than one Offer.
- (vii) The agreement shall be valid for a period of Two years from the date of issue of letter (LOA) engaging the firm by the RailTel which can also be extended on the same terms and conditions or short closed at the discretion of the RailTel on account of unsatisfactory services rendered by the Firm.
- (viii) RailTel reserves the right to obtain services upto +25% or -25% numbers of vehicles. RailTel reserves the right to empanel / allot the contract to more than one Agency, by splitting the whole contract.

(D) Earnest Money & Security Deposit:

The Agencies participating in the tender process shall enclose with the tender documents on line an amount of Rs.1,10,900/- (Rupee One lakh Ten Thousands Nine Hundreds only) as Earnest Money Deposit (EMD) valid for 120 days. In the event of the successful tenderer(s) refuses to accept the offer made by the RailTel, the EMD shall be forfeited. In other cases, it shall be returned later finalization of the contract and issue of LOA to the successful tenderer without any interest thereon.

In the event of becoming successful tenderer(s), the firm(s) EMD will be converted into SD and Balance amount of SD will have to be deposited to make SD equivalent to 10% of the value of the contract through DD or Bank Guarantee Bond in favour of "RailTel Corporation of India Ltd" as SD for due fulfillment of the contractual obligations. SD will be refunded after completion of work successfully including extended period, if any. SD carries no interest. Bank Guarantee Format is attached at Annexure – B. BG should be valid for 28 months. In case of failure to fulfill the contractual obligations by the successful bidder, the 10% SD will be forfeited / BG encashed.

(E) Submission of Tender:

The e-tender can be viewed and submitted through web site www.ireps.gov.in only. The tenderer / bidder must have Class-III Digital signature Certificate and must be registered on IREPS portal. Only registered tenderer/bidder can participate in e-tendering. All relevant documents must be uploaded at the time of participating in e-tendering. Manual offers are not allowed for e-tender and any such manual offer received shall not be opened/accepted.

Last date of submission of queries/clarifications: one week before the Bid start date. It is requested that any queries/clarifications regarding the tender may be sent to the RailTel's office latest by one week before the opening date schedule through e-mail to skalbela@railtelindia.com with copy to girish_joshi@railtelindia.com (in word format) by authorized person

- (i) The bid documents not accompanied with payment of Rs.5900/- will not be considered for evaluation.

In case, any modification / alteration etc. vis-à-vis the original tender document posted on the web site is noticed during the scrutiny of downloaded, the bid submitted by such a tenderer is liable to be rejected.

- 3. The firm(s) shall irrevocably consent to the sole jurisdiction of the Courts Mumbai in connection with any action(s) or proceedings arising out of or in relation to this contract.
- 4. The **Terms and Conditions** binding on the agency regarding operation / maintenance of vehicles / contract are enclosed as Annexure – A

(F) Performance Bank Guarantee:-

The successful bidder shall give a Performance Bank Guarantee in the form of an irrevocable bank Guarantee amounting to 5% of contract value for schedule as per form No.-B

- i) The successful bidder shall have to submit a Performance Bank Guarantee (PBG) within 15 (Fifteen) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PBG beyond 15 (Fifteen) days and up to 20 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 15 (Fifteen) days, i.e. from 16th day after the date of issue of LOA. In case the contractor fails to submit the requisite PBG even after 20 days from the date of issue of LOA, the same shall be revoked/terminated duly forfeiting EMD and other dues, if any, payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- ii) A separate advice of Performance Bank Guarantee (PBG) will invariably be sent by PBG issuing bank to the RailTel's Bank through Structured Financial Messaging System (**SFMS**) and only after this, the PBG will become acceptable to RailTel. It is therefore in own interest of successful bidder to obtain RailTel's bank IFSC Code, its branch and address and advice these particulars to the PBG issuing bank and request them to send advice of PBG through SFMS to the

RailTel's bank.

- iii) The Performance Bank Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.B.G shall be initially valid up to stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such time for completion of work plus 60 days.
- iv) The value of P.B.G. to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Bank Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited or additional PBG by the contractor.
- v). The Performance bank Guarantee (PBG) shall be released after a period of 12 months & issue of Final Acceptance Certificate commencing immediately after completion of the work, which will be enforceable by RailTel.

(D) Mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor.

A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 4.54 and 4.55 of RailTel General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

- a) Contractor shall apply for one time registration of his company/firm etc.in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the Contractor's registration on the portal within 7 days of receipt of such request.
- b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
- c) The Contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payment made thereof after each wage period.

B. While processing payment of any “On Account Bill” or “Final Bill” or release of “Advance” or “Performance Guarantee/Security deposit”, contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railways Shramikkalyan portal at ‘[www.shramikkalyan.indianrailways .gov.in](http://www.shramikkalyan.indianrailways.gov.in)’ till month,_____year.”

**Documents to be attached by the agency with the Tender.
(All documents should be Self Attested)**

(A) General credentials:

- (i) Credentials of the agency like profile, office address, date of incorporation, coverage of business, experience in car rental business etc.
- (ii) Copy of the Permanent Account Number
- (iii) Copy of GST Registration
- (iv) Affidavit by the agency that it has not been blacklisted by any Government department till the date of submission of quotation.
- (v) A copy of Partnership Deed where applicable.
- (vi) Demand Draft for EMD.
- (vii) Demand Draft towards the cost of Tender document, if downloaded.

(B) Technical Credentials:

- i) Tender Document in original duly signed and stamped on each and every page by the authorized signatory.
- ii) Acceptance of the terms and conditions for operation / maintenance of vehicles.
- iii) A certificates from the Tenderers along with documentary evidence to prove that the agency in car rental business for more than last 3 years.
- iv) Copy of contracts for hiring of vehicles, received in the last 3 years along with completion certificate from the customer.
- v) List of Vehicles / Cars along with copy of RCs available with the agency.

(C) Financial Credentials:

- (i) Deleted
- (ii) Deleted

The Terms and Conditions mentioned in Para 2 above are acceptable to me / us and shall be binding on me / us.

Signature of proprietor / authorized signatory

Name of the Proprietor

Rubber stamp of the firm.....

Address with phone number.....

ANNEXURE-A

TERMS & CONDITIONS OF THE CONTRACT (Operations & Maintenance of Vehicles) FOR SUPPLY OF VEHICLES ON MONTHLY PACKAGE & DAILY RATES BASIS TO RAILTEL, WR.

1. The contracting agency shall provide only **Commerical Vehicles.**
 - 1.1 The agency shall at all times be fully responsible and accountable for any illegality arising out of any violation of rules relating to commercial vehicles at any time during the period of the contract. It is the agency who shall keep RailTel indemnified from all losses, claims, or outgoings whatsoever if any on account of any default committed or cause to have been committed at any time by the agency in providing the vehicles to RailTel under the contract.
 - 1.2 The Antecedents of driver provided with the vehicles should be thoroughly checked by the Agency and should verify authenticity of the Identity indicated in the Driving license/badge. Agency should submit a Certificate on his letter head in this regard that he has verified the antecedents of the Driver and authenticity of his Identity in Driving License. Driver's Police Verification certificate should also be provided to RailTel.
2. The prescribed rates are only for hiring of vehicles with driver. In addition, RailTel will pay GST as per service tax abatement declaration, parking charges, toll tax, state entry tax (wherever applicable) or any tax levied by government as per rules, on actual basis on production of original receipts.
3. **The vehicle should display prominently "On Govt. of India (RailTel) Duty".**
4. The vehicle must be mechanically sound and decently maintained with neat and clean seat covers. The agency shall be responsible for complete maintenance of the vehicles provided by it at its own cost and provide its own staff/ manpower for this purpose.
5. Vehicle provided should be fit to ply in the respective areas as per the rules / regulations / Acts prevailing in these areas. The officer may take the vehicles to places beyond these areas as and when required for which an extra payment of Rs.250/- per night is admissible.
6. The driver must be well-mannered, well acquainted with Mumbai area and should attend the duty on time in proper and clean uniform with name badge and with valid driving license. RailTel Corporation of India Ltd. (hereinafter referred to as RailTel) has the right to ask the agency for removal of the driver of a vehicle who is not found competent, orderly or disciplined. Any unsatisfactory performance or rude manner or such similar case from the Driver will attract a fine of Rs.1000 per case on written complaint of the Vehicle using officer.
7. The agency should provide vehicle numbers as well as names, addresses and mobile phone numbers of the drivers deployed in RailTel, within one/two days from the date of acceptance of the contract.

8. The vehicle provided by the agency will be regularly inspected by the officers nominated for this purpose and in case of non-compliance of any of these terms & conditions, or any unsatisfactory service of the Vehicle, a penalty of Rs.1500/- per case shall be imposed on the agency against each violation separately on coming to notice under each inspection or on being brought to the notice by the concerned official availing the service. In case the vehicle is required to be changed on the request of the concerned officer or on account of any unavoidable replacement, a new vehicle number shall have to be advised to RailTel's nominated Officer for this purpose and duly inspected by him before deployed by the agency.
9. The vehicle is required for approximately **2000 k.m.** per month with aggregated duty of **312 hrs per month**. For running on daily basis, vehicle is required for **more than 80 k.m per day** with aggregated duty of **12 hrs or beyond per day**. **The Vehicle may be required for all the 7 days & week, including holidays in the case of vehicle on monthly basis.** In case of monthly vehicles, the Vehicle shall remain within the custody of RailTel during the contract period.
10. RailTel is not liable to provide parking place for the Vehicles. The Vehicles shall be deployed exclusively for RailTel's official use only and it should not be used elsewhere and for any other reason.
11. Vehicle should not use reversal audio indication in the residential premises and Driver should take precautions not to cause any inconvenience to the residents of the locality.
12. No mileage will be allowed for the drivers to take lunch / breakfast / dinner/ filling fuel. However, in case of outstation journey, Rs.250/- will be paid extra for staying out of station per night.
13. If CNG driven vehicles are provided then they will be accepted provided these vehicles are registered with the appropriate Motor Transport Authority.
14. The air-conditioning system of the vehicles system of the vehicles should be in good working condition.
15. Subject to the provisions under **Clause 35**, the rates quoted by the agencies shall not be revised or altered during the currency of the contract period/ extended contract period.
16. Reporting and relieving time as directed by the concerned officer should be strictly adhered to by the concerned driver.
17. Payment to monthly basis vehicles shall be made on monthly basis on submission of Invoice and RTGS detailed/ cancelled cheque and User Log sheet. Monthly Bills for hiring of vehicles for any month shall be preferred in the first week of the following month to Group General Manager (HRD) RailTel. Alongwith the bill for the first month, the agency should submit copy of EPF registration, if applicable.

18. The drivers of the vehicles will maintain log book on daily basis, which will be supplied by RailTel in respect of each car. Each page of the Log book should be indicated with the Registration Number of the Commercial vehicle. The log book should be got signed by the officer using the vehicle. The log book should be submitted to AGM/Admin. or his representative or other authority specifically identified, on demand.
19. The agency while claiming parking charges/toll charges etc. in addition to the monthly expenses, the receipts produced should bear the date of issue/ vehicle Number and the Amount paid. **Parking charges/ toll charges etc should be entered in the log book also against the concerned date.**
20. The agency will ensure booking, supply and punctuality of the vehicles round the clock even at short notice. In case of non-supply of vehicle(s) pertaining to monthly hiring basis, a penalty of Rs.1500/- per day per Vehicle shall be imposed on the agency besides recovery of cost of hiring of alternate vehicle(s) from other such days.
21. In case driver(s) engaged by the agency for driving the vehicles for RailTel do not report to work, the agency must ensure engagement of alternative driver(s) immediately to ensure continuity of service without any break.
22. Subject to the provisions contained in clause 3, in case of monthly packages, the agency will ensure that the vehicles and drivers are not changed frequently. One vehicle once engaged for one officer should not be changed other than in exceptional circumstances.
23. In case of unsatisfactory service, kilometers or in any other respect whatsoever, the decision of the RailTel will be final.
24. In case of breakdown of a vehicle or other such eventuality, alternative vehicle will be arranged by the agency immediately at its own cost.
25. Government taxes as applicable from time to time will be deducted at source by RailTel. All prices shall be inclusive of taxes/duties as applicable at present except service tax which is payable by Service Provider & Service Recipient as per their portions based of abatement/ non-abatement options. Thus ST shall be shown separately under new Service Tax rules. Agency should clearly indicate whether they are availing Abatement or not.
26. In case the agency desires to terminate the agreement, it should give one month's notice in advance to RailTel.
27. The agency will be responsible for getting the vehicle checked periodically for pollution at the authorized Pollution Checking Centre and obtain PUC for each vehicle. If any penalty is imposed on the vehicle for violation of prescribed vehicular pollution norms, the cost will be borne by the agency.
28. The agency shall indemnify RailTel through Indemnity Bond against all damages/ charges/ expenses etc. for which RailTel may be held liable to pay on account of the negligence of the agency or its staff/ driver or any other person under his control whether in respect of accident or injury to any person or

damages to the property of any member of the public or any other public property in execution of the work or otherwise and against all claims or demands thereof. RailTel shall not be responsible financially or otherwise for any injury to the driver or any other person deployed by the agency during the course of performance of work. The Contractor shall be responsible for and shall pay any compensation to the Driver payable under Workmen's Compensation Act 1923 and 1933 in case of any accident during the course of RailTel duty.

29. The vehicle and the driver shall remain available all the time as per duty roster and shall not leave place of work without prior permission of the officer concerned. RailTel will not provide rest room or sitting room for drivers and will not allow to park inside the office complex.
30. **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.
31. The agency will ensure that the tanks of all vehicles supplied to RailTel are fully filled up with fuel before these are sent for use. In case any officer desires, the agency shall provide roof carriers on vehicles.
32. In case of acceptance of Tender, the Contract containing these terms and conditions will have to be signed and stamped by the proprietor/ partner/ authorized signatory of the Agency as a token of their acceptance, failing which the offer shall be treated as non responsive and no further request in this regard shall be entertained and EMD shall be forfeited.
33. The agencies while claiming payment should furnish the bills indicating – The name of the Agency, the Registration number of the vehicle provided., the name of the official to whom the vehicle is provided along with a copy of the log book duly verified by the official. The log book should contain the vehicle run from residence to residence only.
34. The rates accepted by RailTel Corporation shall remain unchanged till the currency of the contract. In case, Government decides to increase/ decrease the price of Petrol/Diesel/CNG, RailTel Corporation reserves the right to increase/ decrease rates depending upon the type of fuel being used as per the prescribed formula indicated below –

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

For example if fuel price is increased by 12% in relation to the price on the date of acceptance of the contract and the prescribed rate is Rs.20,000/- then the prescribed rate may be increased by Rs.20000 x 2% (ie. 12%-10%) x 1/4=Rs.(20000 x 0.02 x 0.25) i.e. Rs.100/-

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

35. All applicable laws, ordinances, statutes, rules, regulations, order or decrees in effect, issued by Government of India, State Government, local Municipal and other legal governing bodies, at the time of the contract shall apply to car rental agency and its employees and representatives.
36. All the cases related of Arbitration/ determination of settlement, if any, shall be subject to Mumbai jurisdiction. In case of dispute, the decision as given by CMD, RailTel, New Delhi shall be final and binding on the Contractor.

The Terms and Conditions mentioned in Paras 1 to 36 above are acceptable to me/ us and shall be binding on me/ us in all circumstances.

Signature of proprietor/ authorized signatory

Name.....

Name of the firm.....

Rubber stamp of the firm.....

CHECK LIST OF DOCUMENT SUBMISSION

Sr. No	Documents to be submitted	Submitted	Not Submitted	Remarks
1	Agency profile Details			
2	Copies of registration Certificates of the Agency for Car Hiring			
3	Proof of experience in car rental business			
4	Copy of PAN/TIN card			
6	Affidavit/ Certificate stating that the firm/ agency is not black listed by any Govt department or no criminal case is registered against the firm/agency or its owner/ partners anywhere in India.			
7	Details of the Car proposed to be provided to the Corporation (Ownership poof, registration no. & year of make)			
8	Copy of contracts for car rental received from other organizations during the last 3 years.			
9	Proof showing satisfactory completion of a single work in the last 3 financial years.			
10	DD details of Cost of Tender Document			
11	DD detail of EMD			
12	Offer Letter duly quoted with rates, signed and stamped			
13	All the pages of Tender Document signed and stamped as a token of acceptance.			

Signature of bidder with Seal of establishment

Full Name of Bidder with Address & Date

Annexure - B

CONTRACT PERFORMANCE OF GUARANTEE BOND

(On Stamp paper of Rs. one hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi- 110023 with Western Regional office at Western Railway Microwave Complex, Opposite Ambika Mills, Senapati Bapat Marg, Mahalaxmi (West), Mumbai – 400013 (Herein after called the RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement no./Tender No. dated made between RailTel Corporation of India Ltd and For (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for (Rs. 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 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.

We,(name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding only.

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

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

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

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

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

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

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE

- (i) The liability of the surety under his Bank Guarantee shall not exceed (Rupeesonly).
- (ii) This Bank guarantee shall be valid upto
- (iii) This Bank guarantee shall be valid upto
- (iv) We are liable to pay the guaranteed amount or may part thereof under this Bank Guarantee only and only if you serves upon the Bank, written claim or demand on or before

Dated theday of 2016

For
(Indicate the name of the Bank)

Witness :

Signature :
Name :

Signature :
Name :

NOTE: The Guarantee shall be valid for a period of 28 months from the date of LOA.

AGREEMENT

(CA No. _____ for “Hiring of Vehicles with drivers and fuel for use of RailTel Officials for a period of Two years extendable to one more year.”

This AGREEMENT is made at Mumbai on this _____ day of _____ two thousand and _____, by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered Corporate office at 6th Floor, III Block, Delhi Technology Park, Shastri Park, Delhi-110053, and Western Railway Microwave Complex, opposite Ambika Mills, Senapati Bapat Marg, Mahalaxmi (West), Mumbai-400013 acting in the premises through Executive Director /Western Region (hereinafter referred to as ‘RailTel’, which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And _____ 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 “ Excavation of trenches & laying of OFC through ducts, testing and commissioning of OFC in the sections of-----Blocks of -----District(-----state) on behalf of BBNL” 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 “Excavation of trenches & laying of OFC through ducts, testing and commissioning of OFC in the sections of-----Block of -----District (----- state) on behalf of BBNL” 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.

Payment through RTGS/NEFT

The Dy. General Manager (Finance)

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

Sub. : Option for Payment through RTGS/NEFT

Sir,

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

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

DETAIL REQUIRED FOR PAYMENT THROUGH RTGS/NEFT

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

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

For
Particulars for Online payments

Verified above Bank

Authorized Signatory
Signatory

Bank's Authorized

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE
TENDER DOCUMENT**

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

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

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

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

termination of the contract,, along with forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

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

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

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