

Information to Bidder for “Hiring of one Mahindra Scorpio/Bolero/Xylo/Mahindra Marazzo /Bolero Neo/ Tata Safari or similar vehicle with commercial registration for Maintenance of optical fiber cable in “Lucknow-Raebareli-Partapgarh ” section for departmental team of RailTel under Lucknow territory having (06+01) or higher seating capacity along with fuel and driver for (24*7) Hrs and 2500 KM per month for a period of two years & extendable by one more year on the same terms & conditions through GeM”

Ref: GeM Bid No. GEM/2024/B/ , DT: xx-xx-xxxx

1. The items in this bid should be quoted as per the SOR details and Terms & Conditions.
- 1.1 Name of work: **“Hiring of one Mahindra Scorpio/Bolero/Xylo/Mahindra Marazzo /Bolero Neo/ Tata Safari or similar vehicle with commercial registration for Maintenance of optical fiber cable in “Lucknow-Raebareli-Partapgarh” section for departmental team of RailTel under Lucknow territory having (06+01) or higher seating capacity along with fuel and driver for (24*7) Hrs and 2500 KM per month for a period of two years & extendable by one more year on the same terms & conditions through GeM”**
 - 1.1.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
 - 1.1.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
 - 1.1.3 The bidder has to digitally sign/signed & stamp and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and condition laid down by RailTel.
 - 1.1.4 Bidder should submit the EMD online as per the instructions specified in the tender Document. In case of non-submission of EMD amount (where applicable) online, the uploaded bid will be summarily rejected
 - 1.1.5 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.

Annexure-I

Scanned copy of the Documents to be uploaded online along with offer

SN	Subject/Context	Required Documents/Form	Action if required documents not submitted along with the tender
1	Earnest Money Deposit	EMD Amount of Rs.26,814/- in the form of NEFT/Demand Draft drawn in favor of RailTel Corporation of India Ltd. payable at New Delhi on or before Bid Opening Date. Bank detail as mentioned in clause 7. Note: (i) In case of NEFT/demand draft scan Copy of EMD should be submitted along with offer. (ii) Original copy of demand draft has to be submitted to concern tendering department at RCIL/RO/NR, Shastri Park, Delhi.	Summarily Rejected (Small Scale Units Registered with NSIC/MSEs under single point registration schemes shall be exempted from EMD cost)

2	Constitution of Firm		Liabile to be Rejected.
A	In case of Sole Proprietor Concern	<p>(1) Notarized Proprietorship deed on stamp paper.</p> <p>2) Document(s) in support of Registration of firm with Registrar of firms which includes Certificate of registration and Register of firm (Form No. may vary from State to State)(as applicable)etc issued by Registrar of firms.</p> <p>3) Notarised /Registered Power of Attorney in favour of the individual signing the tender document authorized by the proprietor of the firm.</p> <p>4) An undertaking proprietor of the firm that they are not blacklisted or debarred by Railways/RailTel or any other Ministry/Department of the Govt. of India from participation in tenders /contracts as on the date of opening of bids.</p>	
B	In case of a “Partnership Firm/Concern”	<p>(1) Notary certified copy of the Partnership Deed.</p> <p>2) Document(s) in support of Registration of firm with Registrar of firms which includes Certificate of registration and Register of firm (Form No. may vary from State to State)(as applicable) etc issued by Registrar of firms.</p> <p>3) Notarised/Registered Power of Attorney in favour of the individual signing the tender document authorized by all the partners to action behalf of the firm and create liability against the Firm.</p> <p>4) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways/RailTel or any other Ministry/Department of the Govt. of India from participation in tenders /contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were/are partners.</p> <p>(2) Note: Authorization given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected.</p>	Liabile to be Rejected
C	In case of a “Company”	<p>Copies of the AOA/MOA (Article of Association /Memorandum of Association) of the Company;</p> <p>(i) A copy of certificate of incorporation.</p> <p>(ii) A copy of Authorization/Power of Attorney issued by the Company (backed by there solution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.</p> <p>(iii) An Undertaking that the company is not blacklisted or debarred by Railways/RailTel or any other Ministry/Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm.</p>	Liabile to be Rejected

3	Form-II	Statement of deviation	Liabile to be Rejected
4	Form-IV	Bid Security Form	Summarily Rejected
6		Digital sign copy of tender document	Liabile to be Rejected

(A) Contact Detail

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

Sr.DGM/ O&M

RailTel Corporation of India Limited, Northern Region office, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053

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

1. Name- Ms. Priyanka Joshi (DGM/O&M)
2. Phone No.- 9717644144
3. Email ID -priyanka@railtelindia.com

1. Name- Mr. Dharminder Kumar (Sr.DGM/O&M)
2. Phone No.- 9729544113
3. Email ID - dharminder@railtelindia.com

2. Jurisdiction of Work

For transporting the RailTel **officials, materials & machine** for maintenance of optical fiber cable in “Lucknow-Raebareli-Partapgarh” section for departmental team of RailTel. The vehicle **shall run on pucca,kutchha road and along the track.**

3. SCOPE AND SCHEDULE OF WORK:

“Hiring of one Mahindra Scorpio/Bolero/Xylo/Mahindra Marazzo /Bolero Neo/ Tata Safari or similar vehicle with commercial registration for Maintenance of optical fiber cable in “Lucknow-Raebareli-Partapgarh” section for departmental team of RailTel under Lucknow territory having (06+01) or higher seating capacity along with fuel and driver for (24*7) Hrs and 2500 KM per month for a period of two years & extendable by one more year on the same terms & conditions through GeM”.

4. Tender cost: NIL.

5. Validity of offer:

- (i) The bidder shall complete the offer letter and the price schedule furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices, etc.
- (ii) The offer should remain valid for a period of **45 days** from the date of opening of the tender.

6. Estimated cost of tender & Earnest Money Deposit (EMD):

6.1 Estimate cost of tender: Estimated cost of the Tender is Rs.13,40,724 **Estimated cost of the tender/-** (incl. GST).

6.2 Earnest Money Deposit (EMD)/ Bid Security: Rs.26,814/-@2%of the estimated cost of the tender/- (incl. GST).in the form of Bank transfer/Pay Order/Demand Draft in favor of RailTel Corporation of India Ltd. payable at New Delhi on or before Bid Opening Date and time. The Bid received without EMD will be summarily rejected. MSE are exempted from the payment of EMD, subject to furnishing of relevant valid certificates for exemption claimed. MSEs with fake certificates or MSEs after claiming exemption and if awarded the contract to Works/Supply, fails to execute the work, are liable to be debarred/blacklisted from participating in future Govt. tenders.

6.3 UDYAM registered Firm and micro and small enterprises (MSEs)

6.3.1 For UDYAM registered firm and micro and small enterprises (MSEs) who are having valid Udyog Adhar Memorandum and for small scale units and micro units registered with UDYAM under single point registration Scheme and participating in this tender enquiry, following exemptions are available:-

They shall also be exempted from depositing Earnest money. These exemptions shall be applicable provided units are registered with UDYAM/MSEs for tendered item 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 UDYAM registration certificate for the tendered item/items, otherwise their offer would not be considered.

6.3.2 No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.

7 In addition to clause 6 above, Tenderer has an option for online submission of EMD also. The EMD should be remitted in following account of RailTel Corporation of India Limited before the stipulated time and date of bid submission:

Name of bank & address	Union Bank of India, 1st Floor, 14/15, Rajiv Chowk, Block- F, Connaught Place, New Delhi-110001
Name of Account holder	RailTel Corporation of India limited
Account No	307801010917906
IFSC code	UBIN0530786
MICR Code	110026006

NOTE:

- A) This bid complies with “Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012” issued by MoSME.”
- B) Proof of payment shall be submitted online on GeM portal & Original DD should reach at RailTel Corporation of India Limited, Northern Region office, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 before date of opening of Tender. No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit this Deposit if the successful tenderer fails to submit the Security Deposit required by the terms and conditions of the tender. Tenders not accompanied by Earnest Money will be summarily rejected.
- C) EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer before validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase Order and furnish performance security in accordance with Clauses 9
- D) Earnest Money of the unsuccessful bidder will be returned on finalization of Tender. No interest shall be payable on the EMD.
- E) The successful bidder’s bid security will be discharged upon the bidder’s acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause-9. Any Other guideline issued by Govt. for MSME time to time will be applicable.
- 8 The contract will be valid for a period of **24 months** from date of commencement of SOR items (Annexure-II). The rates shall be remaining in force for the full period of the contract. No demand for the revision of rates on any account shall be entertained during the currency of contract period.

Contract may be terminated by RailTel by giving one month’s notice in the event the contractor’s performance is found unsatisfactory or as per RailTel’s requirement. In case of premature withdrawal (before the completion of tenure agreed) of the team by contractor for any reason whatsoever, the entire SD as received and PBG shall be forfeited by RailTel. Also in case premature withdrawal is without at least one month notice, additionally the hiring charges for last one month shall be forfeited.

9 Performance Guarantee

The successful bidder is required to give a Performance Guarantee in the form of DD/Online transfer amounting to 5% of the contract value for successful completion of the work.

The procedure for obtaining Performance Guarantee is outlined below: -

- (a) The successful tenderer shall give a performance guarantee within 30 days from the date of issue of LOA. Extension of time for submission of PBG beyond 30 days and up to 60 days from the date of issue of LOA may be granted subject to the conditions that a penal interest of 15 % per annum of the amount of BG shall be charged for the period of delay beyond 30 days i.e. 31st day after date of issue of LOA. However, Railtel reserve the right to terminate the contract in case the tenderer fails to submit the requisite PBG within 60 days. The tenderer will have to submit this amount in the form of Demand draft/Bank Transfer. Performance Guarantee (DD in lieu) shall be released after satisfactory completion of the work and on expiry of warranty.
- (b) The Performance Guarantee should be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. The PBG shall be initially valid up to the 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 Performance Guarantee extended to cover such extended time, for completion of work plus 60 days.
- (c) The Performance Bank Guarantee (PBG) shall be released after the physical completion of the work.
- (d) Whenever the contract is rescinded, the Performance Bank Guarantee shall be forfeited the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.
- (e) The contractor shall not make a claim under the Performance Bank Guarantee except for amounts to which the Railtel is entitled under the contract (Notwithstanding, and /or without prejudice to any other provisions in the contract agreement) in the event of:
 - (i) Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Bank Guarantee.
 - (ii) Failure by the contractor to pay Railtel any amount due either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within thirty days of the service of the notice to this effect by Engineer.
 - (iii) The contract being determined or rescinded, the Performance Bank Guarantee shall be forfeited in full and shall be absolutely at the disposal of the RailTel Corporation of India Ltd.

NOTE: 1) Any performance security up to a value of Rs.5 Lakhs is to be submitted through DD/online Transfer only.

10 No Interest on Earnest Money and Performance Security:

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

11 Security Deposit

The Earnest Money deposited by the Contractor with his tender will be retained by RailTel as part of security deposit for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, may be deposited by Contractor in the form of Demand Drafts or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor the RailTel may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 5% of the total value of the contract.

- 12 Unless otherwise specified in the special conditions, if any, the rates for Deposit/ rate of recovery/mode of recovery shall be as under:
- a) Security Deposit for each work should be 5% of the contract value.
 - b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
 - c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.
Security Deposit shall be returned to the contractor after the physical completion of the work. Whenever the contract is rescinded, the security deposit shall be forfeited the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.
- 13 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

14. AGREEMENT

- 14.1 The successful Tenderer shall within 15 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions, in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and Schedule of Requirements referred to therein duly complete. The form for agreement is included in Form No. III.
- 14.2 In the event of any tenderer whose tender is accepted, refuses to execute the Contract documents as herein before provided RailTel may determine that such tenderer has abandoned the contract and thereupon his tender and the acceptance thereof shall be treated and RailTel shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damage for such default.

15. Online Submissions:

The bidder is required to upload and submit the following documents on line before due date & time of bid. The due date & time for closing of the bid is **:**:Hrs of **:**:2024 and the bid will be opened at **:**:Hrs of **:**:2024.

- i. Scan copy of Demand Draft/NEFT detail of EMD
- ii. Digitally sign/signed stamp copy of ITB.
- iii. Submission of no deviation certificate as per Form-II.
- iv. Submission of offer letter as per Form-I
- v. Details of vehicle (RC, Insurance etc.)
- vi. Constitution of firm.
- vii. Bid Security Form as per Form-IV

- Note:** 1) The bidder is required to give acceptance of all the clauses mentioned in the “**Information to the Bidders**” document is mandatory. Any deviation / non-acceptance may lead to rejection of the bid.
- 2) Information to Bidder viz. corrigendum / addendum / amendments etc. for this bid shall be posted on www.railtelindia.com only.
- 3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against **GeM Bid No: GEM/2024/B/, DT:xx-xx-xxxx.**

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

This bid complies with “Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012” issued by MoSME.”

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

- 4) JV is not allowed.
- 5) “The tenderers shall submit a standard format of certificate as per form -V online on GeM portal stating that they are not liable to be disqualified and all their statements/documents submitted alongwith Bid are true and factual. Standard format of the certificate to be submitted by the Bidder is enclosed as Form-V.Non submission of standard format of certificate online by the Bidder shall result in summarily 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.”
- 6) 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 and may be necessary for such verification. Any such verification or lack of such verification, by the RailTel not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel there under.
- 7) In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security
- 8) Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 2 (Two) years.

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

16. Right of RailTel to deal with Tenders

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

SOR Details

Schedule of Requirement:

“Hiring of one Mahindra Scorpio/Bolero/Xylo/Mahindra Maraazzo /Bolero Neo/ Tata Safari or similar vehicle with commercial registration for Maintenance of optical fiber cable in “Lucknow-Raebareli-Partapgarh” section for departmental team of RailTel under Lucknow territory having (06+01) or higher seating capacity along with fuel and driver for (24*7) Hrs and 2500 KM per month for a period of two years & extendable by one more year on the same terms & conditions through GeM””

Section- Lucknow-Raebareli-Partapgarh, HQ- Raebareli, State – Uttar Pradesh (UP).

S.No.	Description	Unit	Rate (inRs.)	Period(in Month)	Total Amount (inclusive of GST) (in Rs.)
1	“Hiring of one Mahindra Scorpio/Bolero/Xylo/Mahindra Maraazzo /Bolero Neo/ Tata Safari or similar vehicle with commercial registration for Maintenance of optical fiber cable in “Lucknow-Raebareli-Partapgarh” section for departmental team of RailTel under Lucknow territory having (06+01) or higher seating capacity along with fuel and driver for (24*7) Hrs and 2500 KM per month for a period of two years & extendable by one more year on the same terms & conditions through GeM”	Per month		24	

NOTE:-

1. Tenderer should submit Bid online only. Manually submitted Bid will not be opened and will not be considered.
2. It is certified that I/we have inspected the site of work and acquainted myself / ourselves with local conditions.
3. I/We have carefully gone through the specifications, given in tender document and understood the scope of work.
4. Tenderer shall quote all inclusive rates, but there should be break up of basic price and applicable taxes. Since it is percentage basis tender, percentage quoted by tenderer shall be applicable to each SOR item.
5. The tenderer should submit their Bank details (duly certified by the Bank) copy of PAN Card, Cancelled cheque, GST Certificate for NEFT purpose duly attested.

Commercial Terms & Conditions

1. Offer letter and validity of offer

- 1.1 The bidder shall complete the offer letter and the price schedule furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices, etc.
- 1.2 The offer should remain valid for a period of **45 days** from the date of opening of the tender.

2. Delivery of vehicle

- 2.1 The vehicle will be hired for **Twenty Four Months** from the date of issue of Letter of Acceptance.
- 2.2 This vehicle will be required for “**Lucknow-Raebareli-Partapgarh**” section, HQ at Raebareli for local journey/travel in the section as well as other parts of state of **Uttar Pradesh**. Please see details of vehicle requirement in Special Terms and Conditions.

3. Payment Terms

- 3.1 On monthly basis Bills shall be submitted in triplicate along with the following documents:
- 3.2 Log Book showing the kilometrage run duly signed by authorized officials.
- 3.3 RC of the vehicle on first time payment and after than every time if vehicle changed.
- 3.4 Toll tax, Parking Receipts should be signed by user.
The bill should be verified by user to ensure that the bill is in accordance with logbook, toll tax, parking charges etc.
- 3.5 Bill passing officer is TM/Lucknow and Bill paying officer is JGM/Finance.
- 3.6 Vendor should submit E invoice with tax breakup, if not applicable, declaration for non-submission of E invoice should be given.

4. Bid Prices, Taxes & Duties

- 4.1 The rates quoted shall be all inclusive & should include following inter alia on monthly basis
 - a) Wages of driver
 - b) **Maintenance of vehicle**
 - c) Petrol/Diesel/Lubricant charges
 - d) **GST and other levies**
 - e) State entry Charges
- 4.2 The price quoted by the bidder shall remain fixed during the entire period of **Twenty Four Months (24)** and shall not be subject to variation on any account. However, any increase/decrease in GST /Statuary tax will be on the purchaser account.

5. Statutory Deduction

These will be made at source as per the rules prevalent in the area of work.

6. Issue of Purchase Order / Award of Contract

The purchaser shall consider placement of orders for commercial supplies on those bidder whose offers have been found technically and commercially acceptable and are lowest. The issue of purchase order shall constitute the award of contract on the bidder. The bidder shall within 30 days of issue of Purchase Order / Letter of

Acceptance, give his acceptance along with Performance Guarantee as per Clause 9.

7. Purchaser's right to vary quantities not applicable.
8. Purchaser's right to accept any bid and to reject any or all bids. The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the purchaser's action.

9. Tenderer shall submit a 'No deviation' certificate as per **Form no. II.**

10. Force Majeure

Force majeure shall mean –

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

11. Settlement of Disputes

In case of any dispute concerning this order both the contractor and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. Arbitrator shall be appointed by Chairman & Managing Director, RailTel Corporation of India Limited.

12. Governing Laws

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

13. Termination for Default

- A.** The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part.
 - a)** If the contractor fails to deliver any or all of the Vehicles within the time period(s) specified in the contract.
 - b)** If the contractor fails to perform any other obligation(s) under the contract; and
 - c)** If the contractor, in either of the above circumstances(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in

writing) after receipt of the default notice from the purchaser.

- B.** In the event the purchaser terminates the contract in whole or in part, the Purchaser may proceed, upon such terms and in such manner as it Deems appropriate, goods similar to those undelivered and the contractor shall be liable to the Purchaser for any excess cost for such similar goods. However, the contractor shall continue performance of the contract to the extent not terminated.

14. Termination for Insolvency

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

15. Insurance

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

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

17. All Clauses of Commercial Conditions of Contract shall be applicable for this tender.

18. NSIC registered Firm and micro and small enterprises (MSEs)

18.1 For NSIC registered firm and micro and small enterprises (MSEs) who are having valid Udyog Aadhar Memorandum and for small scale units and micro units registered with NSIC under single point registration Scheme and participating in this tender enquiry, following.

Exemptions are available:-

They shall also be exempted from depositing Earnest money. These exemptions shall be applicable provided units are registered with NSIC/MSEs for tendered item 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 registration certificate for the tendered item/items, otherwise their offer would not be considered.

18.2 No exemption is, however, applicable to these units from payment of Performance Bank Guarantee & Security Deposit

19. Special Conditions of contract for mandatory updation of labour data on Railway's shramikkalyam portal by contractor.

19.1 In order to increase transparency in payment of contract Labour wages and other payments, a web based e-application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in.

19.2 All contractors are required to upload details of their LOA's engaged workmen, wage payment details PF/ESI details, bonus details, on monthly basis. The details so uploaded shall be available in public domain.

19.3 Contractor is to abide by the provisions of payment of wages act & Minimum wages act. 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 /update 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. Railtel's Engineer (i.e. Territory Manager) shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b)** Contractor once approved by any Railtel's Engineer (i.e. Territory Manager), 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 on his letter of Acceptances (LOA)/Contract Agreements on shramikkalyan portal within 15 days of date of issue of any LOA for approval of concerned engineer (i.e. Territory Manager). Engineer (i.e. Territory Manager) 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 (i.e. Territory Manager), 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 & payments made thereof after each wage period.

Special Terms and Conditions

1. This vehicle is required for the official use of Departmental team as stated in the Open Tender Notice of this Tender Document Maintenance of optical fiber cable in the referred section of RailTel. Although the vehicle will be based at HQ of the Section mentioned in Open Tender Notice but it may have to go to the adjacent places wherever and whenever it is required. This vehicle is required for 24 hour services.
2. No additional charges/taxes in any form including state entry charges will be admissible except parking charges / Toll Tax which will be as per actual.
3. The vehicle offered shall be a commercial vehicle and not be more than 3 years old at the time of induction into the service. Also firm shall be registered with concerned appropriate government authority having GST & PAN no. Firm shall provide proof of both while submitting the tender.
4. The vehicle shall ply on all types of roads including kachha road etc.the vehicle shall also ply along the Railway embankment for approaching any desired Km or site.Any excuses about condition/existence of the road will not be accepted.
5. The vehicles must be mechanically sound and decently maintained with neat and clean loose seat covers.
6. The drivers must be well mannered, and attend the duty on time in proper and clean uniform with name badge and with valid driving license.
7. The vehicle being sent by the agency will be regularly inspected by the officers nominated for the purpose and in case of non-compliance of any of the conditions, a penalty up to Rs 500/- per case shall be imposed on the defaulting agency/firm.
8. The contract shall normally be valid for a period of Twenty Four from the date of issue of acceptance letter of RailTel Corporation of India Limited.
9. No night charges will be paid.
10. The kilometreage for the purpose of vehicle-run shall reckon from Dept team HQ to Dept team HQ.
11. In cases wherever the car/Vehicle fitted with AC system are supplied, only ordinary charges will be paid.
12. The rates quoted by the tenderer shall not be revised or altered during the currency of the contract period.
13. 15 minutes time will be allowed both ways for reporting and off duty for the purpose of charges. Reporting and relieving time as directed by the officer concerned should be strictly adhered to by the driver concerned.
14. Bills for hire of vehicle charges for any month shall be preferred in the first week of the following month to TM/Lucknow, RCIL or his representative.
15. The drivers of the vehicles will maintain log books which will be supplied by RailTel in respect of each vehicle. The log book should be signed on daily basis by the officer travelling. The log book should be submitted to Territory Manager of the concerned territory, RCIL or his representative on demand. Log Book should contain- Name of Driver, Vehicle Number and Running Kilometer and log book must be verified by officer incharge of section.
16. Bill passing officer is TM/Lucknow and Bill paying officer is JGM/Finance.
17. The company/agency will ensure punctuality; Supply of vehicles round the clock, with team HQ.
18. No mileage will be allowed for the drivers to take lunch or breakfast.
19. In the case of monthly package, the company/ agency will ensure that the vehicle and driver of the vehicle once engaged for Departmental Team should not be changed frequently other than in exceptional condition.
20. In case of unsatisfactory service, kilometreage or in any respect whatsoever, the decision of

RailTel shall be final.

21. In case of breakdown of vehicle or other such eventuality alternative vehicle will be arranged By the contractor promptly at his own cost.
22. Govt. Taxes as applicable from time to time will be deducted at source by RailTel.
23. The driver of vehicle shall carry a mobile phone for receiving calls from RailTelofficials. No payment shall be made by RailTel, however, on this account.
24. Contractor must obey and meet all the Government direction and guidelines as per law.
25. The following definitions shall apply for the purpose of this tender:-
 - (i) Day means a Calendar day starting from 00.00 hours to 24.00 hours.
 - (ii) Vehicle shall mean the vehicle specified as per Schedule. The vehicle shall be based at **HQ**.
 - (iii) The vehicle will generally be utilized for 10-12 hours per day but can be called at any time in terms of Clause 1 of special terms & condition. Time of reporting may be charged as per requirement / need of the day. The driver shall ask the next day reporting time while getting off duty every day. The vehicle shall be used during night time also, if needed. No extra payment will be made for night duty. In emergency like Railway accident / communication link failure and/or inspection work, etc., the vehicle may be utilized for restoration/relief/inspection work, round the clock, as per instructions of official in charge without any extra payment.
26. The tenderer shall quote the monthly rate of hire of the vehicle. This rate shall be deemed to be inclusive of the following:-
 - 26.1 All maintenance expenditure of the vehicle, i.e. major or minor repairs required for good running of the vehicles.
 - 26.2 Rate shall include the cost of Diesel/Petrol for running of the vehicle upto the specified kms run per month. This includes lubricants and all consumables required.
 - 26.3 Rate shall include the driver's salary, all types of payable taxes.
 - 26.4 Any other charges required for of this contract.
 27. In kilometre calculation for the purpose of "**vehicle run**" shall reckon from garage (Team HQ) to garage (Team HQ). Normally the place of reporting shall be HQ of RailTel departmental team of RailTel in "**Lucknow-Raebareli-Partapgarh**" section at HQ Office or the residence of the team. The count of duty hours and kms is start when vehicle are outgoing from HQ and closed at returning of vehicle in HQ.
 - 27.1 The contractor shall ensure that the vehicle is made available every time to the officer-in-charge, failing which penalty shall be imposed at the rate of Rs.1000.00 per day.
 - 27.2 In addition to the Clause 27.1 above, for non-provisioning of vehicle, the per-day basis charges shall not be paid as per schedule rate.
 - 27.3 In case the contractor fails to supply the vehicle on demand, RailTel reserve the right to hire the vehicle from other agency. In such case, the extra amount paid for hiring of the vehicle from other agency will be deducted from the contractor's bill in addition to as per clause 27.1 & 27.2 above.
 - 27.4 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.1000/- per such case will be deducted. In case no vehicle is arranged then, per day charges will be deducted in addition to Rs.1000/-
28. The tenderer shall submit all papers, certificate (i.e., Registration Certificate, fitness certificate and insurance policy, driver license and his Aadhar number, etc.) of the vehicle along with offer.
 - 28.1 In case the vehicle offered for hiring is not owned by the tenderer, a copy of notarized lease/hire agreement between the owner of the car and the tenderer shall be enclosed with the tender.
 - 28.2 In case the tenderer wishes to purchase a new vehicle or intends to hire a new vehicle for RailTel, if their offer is accepted, they have to submit an undertaking stating that the vehicle 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/PBG. If the tenderer complies with the above condition, EMD/PBG will be released within a reasonable time from date of deployment of the vehicle after submission of the PBG. During the intervening period between time of award of contract and provision of new vehicle on hire, the contractor shall provide an alternate vehicle.

- 29.** No frequent change of driver will be allowed. The contractor shall be liable to be fined up to sum of Rs 500/- at the sole discretion of the administration for every change of third driver without permission of officer concerned. However, in case of any misbehavior by the vehicle driver or any negligence in duties/driving the vehicle, RailTel reserves the right to ask for the change of the driver and/or levy the penalty under Clause 7 above.
- 30.** The contractor shall ensure that the antecedents of the driver reporting for duty are verified by the Police and he is in possession of the same while on duty. Driver should be a valid driving license holder and should be well conversant with the road routes in the area mentioned in SOR (Annexure-II). The contractor shall be responsible for discipline and behavior of drivers deployed by contractor. Drivers are not to leave their duty unless permitted to do so by the officer/representative of RailTel. Driver once deployed can only be changed after the approval of the concerned officer in charge.
- 31.** (a) In circumstances, when the hired vehicle is involved in any violation of traffic rules, of an accident resulting in loss or damages to property and life with respect to the vehicle, driver, passenger or any third party the responsibility for any legal or financial implication shall rest solely with the contractor. The RailTel administration shall have no liability whatsoever in this regard.
- (b) The contractor shall fulfill all obligations under various labour laws in force regarding deployment of contract workers in respect of services provided under this contract.
- (c) By virtue of this agreement, no relation will be created between the driver of the vehicle and the RailTel.
- 32.** Compliance of all statutory obligations shall be ensured by the contractor and claims against any liability falling on RailTel due to non-compliance of statutory obligations by the contractor or any of its agents/servants/driver or for any reason whatsoever would be borne by the contractor.
- 32.1:** During the implementation of GRAP or other circumstances, guidelines are issued by the state/central Governments/agencies from time to time. Certain restrictions such as restrictions on plying of BS III petrol and BS IV diesel LMVs (4 wheelers) or non-plying of similar or other vehicles registered outside Delhi/NCR are issued by Govt. agencies for a limited period to cope up the rising pollution etc. Contractor shall make proper arrangements to provide the vehicle which comply with the above requirements. In case the contractor is supplying the vehicle as per the other requirements stipulated in the tender but not as mentioned above, contractor shall have to arrange the vehicle complying with the above guidelines during the period for which restrictions are imposed as per Govt. or other agencies.
- 33.** The contractor shall be responsible for all litigation arising out of accident, non-payment of road tax and other dues to the appropriate authority and also for payment of compensation to drivers and any other involved parties in the event of death/injuries/damage etc.
- 34.** The contractor shall be responsible for keeping the vehicle insured in compliance of the provisions of Motor Vehicle Act.
- 35.** The contractor shall be responsible for compliance of the legal provision in respect of the vehicle and shall indemnify the RailTel for any loss on this account.

36. Any tampering found with the distance meter of the vehicle shall result in imposition of heavy penalty which shall be equivalent to Rs.500/- in first instance, Rs.1000/- in second instance and Rs.1500/- in third instance and thereafter on every occasion.

Notwithstanding anything stated above, detection of such a mistake may lead to discharge/termination of services at the discretion of nodal officer in-charge of hiring vehicle.

37. The contractor will ensure that the tanks of vehicle supplied are fully filled up with diesel/petrol/CNG before this is sent for duty.
38. During the periodical maintenance of the vehicle contractor/service provider shall provide standby vehicle.
39. The vehicle shall always carry first aid box and mandatory spares viz. tool kit, fuses, sparkplugs, fan belts, fire extinguisher, torch, umbrella etc.
40. **Wages to labour**
The Agency shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 and latest amendment, if any.
41. **Provisions of Payments of Wages Act**
The Agency shall comply with the provisions of the Payment of Wages Act, 1936 and latest amendment, if any.
42. The contract with mutual consent is extendable further for 12 months after completion of 24 months. RailTel can short close the contract at any point of time during the contract by giving one month notice.

FORM-I

OFFER LETTER

From:

Date:

To:

Executive Director,
RailTel Corporation of India Limited,
Northern Region,
Delhi.

Sub: Hiring of one Mahindra Scorpio/Bolero/Xylo/Mahindra Marazzo /Bolero Neo/ Tata Safari or similar vehicle with commercial registration for Maintenance of optical fiber cable in “Lucknow-Raebareli-Partapgarh” section for departmental team of RailTel under Lucknow territory having (06+01) or higher seating capacity along with fuel and driver for (24*7) Hrs and 2500 KM per month for a period of two years & extendable by one more year on the same terms & conditions through GeM

I/We the undersigned hereby offer to execute the agreement for the above work within fifteen days from the date of issue of letter of acceptance of the tender in strict compliance within the provision detailed in the tender paper attached.

I/We agree that this tender shall not be restricted or withdrawn and shall remain opened for acceptance for and during the period of 45 (Forty Five) days from the date of opening of the tender.

I/We fully understand the terms and conditions as contained in the tender paper and we agree that the same shall apply to my/our tender and I/We shall be bound by them.

Earnest money deposit & Tender document cost details are as follows:-

EMD: -

The full value of the earnest money shall be forfeited without prejudice to any other right or remedies if:

- (i) If we do not submit the Performance Bank Guarantee/Security Deposit in the event the LOA for any section is awarded to us, within stipulated time.
- (ii) I/We do not execute the contract document within 15 days after the receipt of notice by the RailTel Corporation that such documents are ready.
- (iii) I/We do not commence work within 15 Days from the date of issue of letter of acceptance.
- (iv) If we withdraw our offer after opening of the tender.
- (v) If we do not accept the order in the event the same is awarded to us.

Until a formal agreement is prepared and executed, submission of this offer letter shall

constitute a binding contract between us subject to modification as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer.

I/We hereby agree to execute the work and depute our teams as required within the scheduled date mentioned above. In the event of shortcomings in the provision of equipment / placement of team within the stipulated date, RailTel shall be at liberty to impose penalty, if any, as has been stipulated in the tender document.

Yours Sincerely,
Signature & Seal of The
Tenderer
Place: -
Date: -

Witnessed by:

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

Form-II

STATEMENT OF DEVIATIONS

(PROFORMA FOR STATEMENT OF DEVIATIONS)

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

Clause	Deviation	Remarks (Including Justification)
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Note: Where there is no-deviation, the statement should be returned duly signed with an endorsement indicating “no-deviations”.

SIGNATURE AND SEAL OF THE MANUFACTURER/TENDERER

**FORM-III
AGREEMENT**

(CA No.....)

This AGREEMENT is made at New Delhi on this _____ day of _____ two thousand and Twenty Four by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Corporate office at 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053, acting in the premises through ED/Northern 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“”
for RailTel Corporation of India Limited 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“”
” for RailTel Corporation of India Limited 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:

Signatures

Date

Name in Block CapitalsAddress:

Signatures

Date

Name in Block CapitalsAddress:

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

Signatures

Date

Name in Block CapitalsAddress:

Signature

Date

Name in Block CapitalsAddress:

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

FORM – IV

Format for 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 MSE bidders as per Govt. of India “Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012” issued by MoSME.

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 documents;

Or

2) If, after the award of work, I/We fail to accept LOA/LOI, 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 documents;

Or

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

Or

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

Or

5) If I/We commit any breach of integrity Pact;

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

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date