

# **RAILTEL CORPORATION OF INDIA LIMITED**

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

**TENDER DOCUMENT**

**FOR**

**Hiring of one no. Vehicle Bolero, Sumo Gold or similar type with driver and fuel for use of maintenance team of RailTel officials between Boisar-Surat- Ukaisongarh section of Gujarat for a period of Two years, extendable to one more year.**

**TENDER No. RailTel/Tender/OT/WR/BOR /2017-18/31**

**Date: 05.12.2017**

**Tender Copy No. \_\_\_\_\_.**

**Sold to : \_\_\_\_\_**

\_\_\_\_\_

\_\_\_\_\_

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## Notice for Inviting Tender

RailTel Corporation of India Ltd., Western Railway Microwave compound, Senapati Bapat Marg, Mahalaxmi, Mumbai –400013, invites sealed Open tender from the established & reliable **Travel agencies** with proven experience for “”.

**Approx Tender Value : As per annexure; EMD: Rs. 19,200/-**

1	<b>Beginning of Sale of Tender Documents</b>	From 05.12.17
2	<b>Closing Date of sale of Tender Documents</b>	04.01.18 upto 12.00 Hrs
3	<b>Receipt of sealed Tender documents</b>	04.01.18 upto 15.00 Hrs
4	<b>Opening of sealed Tender documents.</b>	04.01.18 at 15.30 Hrs
5	Cost of Tender Document is <b>Rs.2360/-</b> (Rs. Two thousand three Hundred and sixty only) which can be obtained from RailTel Mumbai Regional office by hand OR can be downloaded from RailTel website <a href="http://www.railtelindia.com">www.railtelindia.com</a> . The amount may be paid through Bank Draft in favour of “ <b>RailTel Corporation of India Ltd.,Mumbai</b> ”.	
6	GST The tenderer has also to submit their GST registration no. at the time of submissions of their bills.	
7	Validity of Offers: 120 days from date of opening of bids.	

MSME and Small Scale Units, if registered with NSIC, under single point registration scheme or registered as Micro, Small, Medium Enterprises under MSMED Act 2006 as per Para No. 3.5.1 are exempted for submission of tender cost, A copy of valid registration certificate is to be submitted.

However, postal charges of Rs. 500/- plus GST Rs. 90/- would have to be paid by them, in case they need tender document by post.

**Note:** However while quoting the rates, the contractor shall keep in mind the extant provisions of GST service provider as well as the service recipient. Hence GST amount should be shown separately.

**You are requested to please submit your Offer along with following documents / requirement:**

1. Copies of registration certificates of the firm as car hiring agency.
2. Copies of the Registration Cert. of the firm & GST registration
3. List of the cars/vehicles proposed to be provided to the corporation showing registration number & year of make. If new vehicle is being procured for the purpose, the expected date and delivery should be indicated.
4. RailTel's terms & conditions duly signed by the proprietor/partner of the firm in token of acceptance.
5. Rates quoted by the firm for vehicle in the bid form provided by the corporation in the Tender document.
6. The EMD amount of Rs 19,200/- (Rs Nineteen Thousand two hundred Only) will have to be deposited in the form of DD in favor of “**RailTel corporation of India Ltd.,**” payable at Mumbai. This EMD will be retained as Security Deposit of the successful Tenderer empanelled by the corporation till completion of the contract.

7. The vehicles are required for the use of RailTel officials.

Name of work	Tender No.	Estimated cost for Vehicles 2 years	EMD amount ( in Rs)
Hiring of one no. Vehicle Tavera or similar type with driver and fuel for use of maintenance team of RailTel officials between Boisar-Surat-Ukaisongarh section of Gujarat for a period of Two years, extendable to one more year	RailTel/Tender/OT/WR/BOR/2017-18/31	9,60,000/-	19,200/-

The offers shall be opened on above said date in the presence of those bidders who choose to be present. If the above said date happens to be a holiday the same shall be done on the next working day. Further information including corrigendum if any will be available at RailTel website [www.railtelindia.com](http://www.railtelindia.com) or from RO at Mumbai.

Detailed terms and conditions are mentioned in tender document. For any clarification regarding quoting the tender, the Tenderers may contact Addl.GM(Mumbai)/ email id <subhash@railtelindia.com>.

**Addl.General Manager (Mumbai),  
RCIL/Mumbai**

Chapter I

**OFFER LETTER**

To,

**RailTel Corporation of India Limited,  
Mahalaxmi Railway Microwave Compound,  
Senapati Bapat Marg, Mahalaxmi,  
Mumbai -4 00 013.**

I/We \_\_\_\_\_ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the **“Hiring of one no. Vehicle Tavera Bolero, Sumo Gold or similar type with driver and fuel for use of maintenance team of RailTel officials between Boisar-Surat- Ukaisongarh section of Gujarat for a period of Two year, extendable to one more year”** as per the Schedule of Requirement under **Tender No. RailTel/Tender/OT/WR/BOR/2017-18/31** for RailTel Corporation of India Limited at the rates quoted in the attached Schedules and hereby bind myself/ourselves to start the Services as per the Schedule of Requirement within 07 days from the date of issue of LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the work according to the Schedule of Requirement laid down by RailTel for the present contract.

A sum of Rs. \_\_\_\_\_/- (@ Rs.19,200/- as Account Payee Demand Draft with following details, is submitted herewith as Earnest Money (EMD) towards Tender No. RailTel/Tender/OT/WR/BOR/2017-18/31. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/we withdraw or modify the offer within validity period or do not submit the Performance Bank Guarantee within 30 days after receipt of orders to that effect.

**DD No.** \_\_\_\_\_ **Date** \_\_\_\_\_ **Amount** \_\_\_\_\_ **issued by**

**Name of Bank** \_\_\_\_\_

**SIGNATURE OF CONTRACTOR (S)**

**Date:**

**SIGNATURE OF WITNESS**

**CONTRACTOR (S) ADDRESS**

- 1.
- 2.

## Chapter II

### SCHEDULE OF REQUIREMENT

**SUB : "Hiring of one no. Vehicle Tavera or similar type with driver and fuel for use of maintenance team of RailTel officials between Boisar-Surat- Ukaisongarh section of Gujarat for a period of Two years, extendable to one more year" (HQ of vehicle will be at Valsad only)**

Tender No. RailTel/Tender/OT/WR/BOR/2017-18/31

Sr. No.	Item Description	Unit	Qty	Estimate Value in Rs.	% above / below / or at par	GST TAX	Amount
	TYPE OF VEHICLE : Hiring of one no. Vehicle Tavera or similar type with driver and fuel for use of maintenance team of RailTel officials between Boisar-Surat- Ukaisongarh section of Gujarat for a period of Two years, extendable to one more year For upto 2000 km per month and 24 x 7 days availability						
1	<b>Boisar- Surat- Ukaisongarh</b>	Month	24	9,60,000			

(In words): Total Amount %

- 1 Above \_\_\_\_\_
- 2 At par \_\_\_\_\_
- 3 Below \_\_\_\_\_.

Rate per Km beyond 2000 km p.m. \_\_\_\_\_

NOTE :

As per existing rules of GST Contractor has to give GST registration details.

Sign and Seal of Authorised Representative

NOTE :

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

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

1. All prices shall be inclusive of taxes/duties as applicable at present except GST which is payable by Service Provider and Service Recipient as per their portions. Thus GST shall be shown separately under new GST rules.

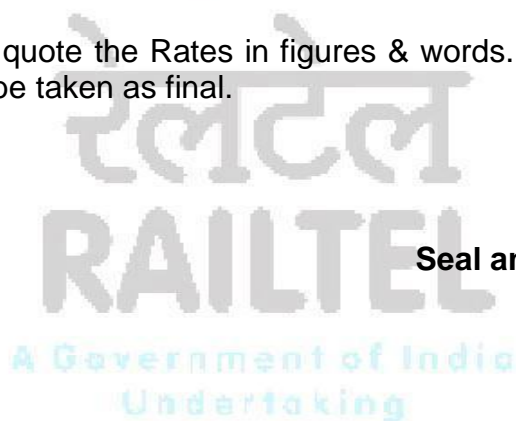
2. Toll charges / Parking charges / Entry charges etc. shall be paid by RailTel as per actual on production of original receipts.

3. RailTel will deduct TDS as per rates in vogue and GST liability shall be discharged as per GST rule. Tenderer is required to provide the following details:

a) GST Registration (PAN based) No. : \_\_\_\_\_

b) Whether input of credit has been claimed or not: \_\_\_\_\_

4. Tenderer is required to quote the Rates in figures & words. In case of discrepancies, rates quoted in words will be taken as final.



Seal and signature of Tenderer

## CHAPTER - III

### Commercial Terms & Conditions FOR HIRING OF VEHICLE

Please read the terms and conditions carefully:

**Sub : “Hiring of one no. Vehicle Bolero, Sumo Gold or similar type with driver and fuel for use of maintenance team of RailTel officials between Boisar-Surat- Ukaisongarh section of Gujarat for a period of Two years, extendable to one more year”**

#### 1.0 Eligibility Criteria

1. Tenderer must be a registered company having license to operate business of providing motor vehicles/cars and tourist vehicles.
2. The firm should have at least 1 year experience in the field of hiring/rental of cars on date of bid opening.
3. The firm must have valid registration with Central Excise authorities under GST Rules for providing vehicles (4 wheeler vehicles) on commercial basis. If exempted under GST tax same should be submitted under declaration as per GST rule.
4. The offer should be quoted by registered Travel / Transport agencies only. Individual /middle man should not quote
5. **The Firm should arrange the vehicles that are to be provided to RailTel in its name and shall submit the RC details along with the tender offer. If new vehicle is proposed to be provided same shall be indicated & RC shall be submitted before starting of services.**

#### 2.0 The OFFER Submission

1. The Offer should be submitted in prescribed form for bid as given by the Corporation in the Tender document duly signed by authorised representative of the Firm.
2. The rates quoted shall be per month basis and shall include all charges for hiring of vehicle with Driver.
3. The vehicle will be in the custody of RailTel and Driver should be available 24 hours and required to attend immediately whenever required.
4. GST liability shall be shown separately.
5. The offer shall not include parking/toll, entry fee etc. as these charges would be paid by RailTel separately on actual basis on production of receipt.
6. The offer will be valid for a period of 120 days from the date of opening of the bids.

#### 3.0 Documents required to be submitted along with the Tenders.

The tender in the prescribed Proforma must be accompanied by the following

documents:

- 3.1 Each page of Tender Document duly signed and sealed in token of acceptance. This tender document should also be submitted along with the offer.
- 3.2 Copy of registration Certificate for GST issued by the Central Excise authorities.
- 3.3 Copy of PAN Card and the latest Income Tax Return (Acknowledgement sheet) must be submitted along with the tender.
- 3.4 Credentials of the firm including list of client showing min 1 year of experience in the field.
- 3.5 Vehicle details with RC to be provided to RailTel & RC shall be in the firm's name.
- 3.6 Full Name of the Tenderer, full business address with PIN code, Telephone No., Fax No. if any, e-mail address etc.
- 3.7 Demand Draft for Tender Cost & Demand Draft for EMD.

#### **4.0 Earnest Money Deposit, Performance Bank Guarantee (PBG) and SD**

- 4.1 Earnest Money Deposit of Rs. 19,200/- (Rupees Nineteen Thousand two hundred only) for may be submitted in the form of demand draft from Nationalised bank/Scheduled bank in favour of “**RailTel Corporation of India Ltd.**” payable at Mumbai. The EMD of the successful bidder will be retained as Security Deposit towards satisfactory performance of the contract, which shall be refunded after satisfactory completion of the contract. The earnest money deposit of unsuccessful bidders will be refunded after finalisation and award of contract.
- 4.2
  - (a) Security Deposit shall be 5% of the contract value which shall be recovered from the monthly bill of the successful Tenderer.
  - (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit recovered after adjusting EMD amount of Rs.19,200/- per district as submitted by the contractor.
  - (c) Security Deposit shall be returned to the contractor after successful completion of contract period as certified by the competent authority. The competent authority shall normally be the authority who is competent to sign the contract.
  - (d) No interest will be paid on the Earnest Money Deposit (EMD) and Security Deposit (SD) under the contract.
  - (e) Refund of Security Deposit :The total security deposit including EMD amount shall become due and shall be paid to the contractor after successful completion of contract period.
- 4.3 The successful tenderer shall be required to submit a Performance Guarantee @ 5 % of the value of the Contract Order issued to him, in the form of Bank Guarantee from a scheduled Bank valid for a period of 28 months from the date of LOA, towards satisfactory performance of contract. The PG shall be submitted within 30 days of issue of LOA and will be returned after successful completion of the contract. Validity of PBG shall be extended if contract period is extended. if PBG not submitted within 30 days, penal interest @ 15% p.a. will be charged.

## 5.0 Price Variation

- 5.1 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 increases/decreased by 1/4<sup>th</sup> of such percentage increase/decrease in the fuel price beyond 10%. For this purpose the 'Base Rate' will be rate prevailing on the date of issue of LOA.**

**For example if fuel price is increased by 12% in relation to the price on the date of acceptance of the contract and the prescribed rate is Rs. 20,000/- then the prescribed rate may be increased by Rs.20000 x 2% (i.e. 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.**

### The vehicles

- 6.1 The contractor will have to provide vehicle as per schedule with drivers and fuel for use of the officials of the Corporation on monthly basis for a period of Two years, extendable to one more year with effect from the date mentioned in the LOA to be issued by the Corporation.
- 6.2 The vehicle to be utilized by the RailTel Corporation of India Ltd., should be as specified in schedule complete in all respects white in colour with all features and fitting, Euro II standards/Bharat II or latest and valid **for vehicles registered after Nov. 2015**, insurance and PUC. The vehicle should be provided for use within 07 days of receiving LOA. The same vehicle with sufficient fuel should be provided and maintained everyday preferably with the same driver.
- 6.3 The inner and outer condition of the vehicle should be clean and hygienic. The vehicle will display prominently "On Govt. of India (UT) Duty" through permanent placards or painted.

## 7.0 The Drivers

- 7.1 The driver attached to the vehicle should be smart, trained, having proper driving license, sufficiently experienced, familiar with the driving conditions of roads. He should be well behaved, polite, well mannered and in a clean uniform. The drivers should be invariably provided with mobile phones by the contractor/vehicles suppliers so that they may be contacted as and when required.
- 7.2 In case the nominated driver is absent /on leave, advance arrangements should be made to depute another capable driver with proper intimation/SMS alert to avoid inconvenience to the officer. In case, the driver with the vehicle fails to report at the required time/place Railtel may arrange vehicle on its own from alternate services & deduct the charges of arranged vehicle from the Firm's bills.
- 7.3 The agency will verify antecedents of the driver before posting to work on a vehicle for use of the officers of the Corporation and police verification certificate should be provided to the Corporation.
- 7.4 Drivers deployed for each vehicle should be fixed generally. Frequent change of drivers, posting untrained/inexperienced or indisciplined drivers, not providing mobile phone with the driver will be considered as unsatisfactory service on the part of contractor for which penalty of Rs. 250/- will be levied per occasion. Frequent violation of this nature will render the contract liable for termination.

## 8.0 Duty hours & kilometers

- 8.1 **Vehicles required any time round the clock. However they have to report any time during day and night as and when the vehicle is required.**

- 8.2 Kms will be counted from the reporting time of the vehicle upto releasing time of the vehicle as per actual duties. The kilometer on account of travel to and from the firm's garage shall not be payable. RCIL is not liable to provide parking place for the vehicle. **The vehicles shall be deployed exclusively for RCIL and it should not be used anywhere else.**

## 9.0 Other conditions

- 9.1 The vehicle shall generally be used within Territorial jurisdiction but can even be used for outside the jurisdiction as per the need basis.
- 9.2 Normal working of vehicle will be all days in a month except Sunday and the drivers shall normally be given weekly off. However as per work requirement and circumstances the vehicle can be called on Sunday also, for which Sunday duty allowance of Rs. 150/- shall be paid extra by RailTel in the monthly bill. In this

case the Sunday duty of vehicle shall be termed as normal duty and no other charges like extra day's pay shall be payable.

- 9.3 The offer shall not include Parking /toll entry fee etc. as these charges would be paid by Corporation separately on actual basis on production of original receipt.
- 9.4 In case the driver with the vehicle fails to report at the required time/place and the officer has to make alternate arrangements of his own, deduction of the charges paid for the arranged vehicle will be made from the bills of the firm and a **penalty of Rs.250/-** will be imposed for the failure on the part of the contractor.
- 9.5 In case the vehicle is not made available by the contractor for full day, **penalty of Rs. 1000/-** will be levied and the expenditure incurred by the user on making alternate arrangements will also be recovered from the contractor in addition to nonpayment for the day at pro-rata basis.
- 9.6 If the vehicle fails during the trip due to technical failure, insufficient fuel or any other reason and the contractor does not provide an alternative arrangement immediately, a **penalty of Rs.500/-** will be imposed for the day in addition to deduction of a day's charges on pro-rata basis and also the actual charges incurred by the Corporation for transportation of the officer for that day.
- 9.7 The vehicles provided should have sufficient fuel and the driver should be able to refuel the vehicle without loss of time. Delay due to non fuelling and resultant inconvenience to RailTel officials will be considered serious lapse and recurrence of such incidents frequently will render the contract liable for termination.
- 9.8 The vehicle shall not use reversal audio indication in residential premises and the driver will take all precautions not to cause any inconvenience to the residents of the locality.
- 9.9 The rates quoted shall be per month basis and shall include all charges for hiring of vehicle with Driver. No additional charges towards Night Charges, cancellation charges, Driver's food allowance etc is permissible. However, parking charges, toll charges will be reimbursed on submission of original bill. The driver's charges @ Rs.150/-will be paid extra for every Sunday the vehicle is booked. (Para .9.2)
- 9.10 RailTel does not guarantee availability of parking place.
- 9.11 The contractor shall be responsible for and shall pay any compensation to his employees (i.e Drivers) payable under the Workmen's Compensation Act 1923 and 1933 and the amendments thereto for injuries caused to the driver. The contractor shall be responsible for and pay the expenses for providing medical treatment to any of their drivers who may suffer any bodily injury as a result of any accident during the course of duty with RailTel Corporation of India Ltd.
- 9.12 The firm shall indemnify RailTel Corporation against any or all claims which may

arise under the Motor vehicle act or Workman's compensation other act or any other act or statute having bearing over the services and for engagement of workmen directly or indirectly of performance of work under the contract. For this purpose the Firm should submit **Indemnity Bond** at the beginning of Contract.

**9.13 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.

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

## **10.0 Other General Conditions of Contract**

### **10.1. GENERAL OBLIGATIONS**

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

### **10.2 Law governing the contract**

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

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

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

**10.4 Service of Notices on Contractors** – The Contractor shall furnish to the Executive Director(W.R)/RailTel the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contract if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in

the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by contractor to the Executive Director (W.Region) / RailTel.

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

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

### **10.7 Illegal Gratification**

10.07.1 Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or his partner, agent or servant or anyone on his behalf, to any officer or employees of the RailTel, or to any person on his behalf in relation to obtaining or the execution of this or any other contract with the RailTel shall, in addition to any criminal liability which he may incur, subject the contractor to the rescission of the contract and all other contracts with the RailTel and to the payment of any loss or damage resulting from such decision and the RailTel shall be entitled to deduct the amounts so payable from any moneys due to the Contractor (s) under this contract or any other contracts with the RailTel.

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

of rescission of the contract under this clause, the Contractor will not be paid any compensation whatsoever except payments for his services.

### **10.8 Claims**

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

### **10.09 Payments**

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

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

### **10.11 Non-Employment of drivers below the age of 18**

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

### **10.12 Determination of Contract**

**10.12.1 Right of RailTel to determine the contract:** The RailTel shall be entitled to determine and terminate the contract at any time, should in the RailTel's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the RailTel of such determination and the reasons therefore shall be conclusive evidence thereof.

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

10.12.3 The contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have

derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

#### 10.12.4 Taxes & Duties

GST related clauses W.E.F 01.07.2017

1. The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of ,all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc the offer should be inclusive of packing, forwarding. freight up to destination, insurance charges.
2. Bidder shall issue valid invoice to Railtel for availing proper credit of CGST/ case of award of Contract GST will not be reimbursed in the absence of valid tax invoice.
3. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
4. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest penalty as applicable under the GST Act
5. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes
6. Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
7. Wherever the law makes it statutory for the Purchaser to deduct any amount towards G5T at sources, the same will be deducted and remitted to the concerned authority.
8. In regards to works contract, the tenderer should have registration no. for GST in respective state where work to be executed and shall furnish GST registration certificate along with tender.
9. The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and

properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid provided such payments if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to Rail Tel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes. RailTel reserves the right to withhold the dues/ payment of bidder and make payment to state/Central Government authorities as may be applicable. However if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

**10. Incase of imported equipment :**

Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/ Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the, time of making payment to the firm . if this duty amount is paid to Custom Authority by RailTel.

**11. Evaluation Criteria:**

Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable.

**10.13 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**

10.13.1 The Contract shall liable for termination if the Contractor :

(i) becomes bankrupt or insolvent, or

(ii) makes an arrangement with or assignment in favour of his creditors, or

(iii) being a Company or Corporation, go into liquidation (other than voluntary liquidation) for the purpose of amalgamation or reconstruction, or

iv) persistently disregards the instructions of the RailTel's Officials with regard to service quality or contravenes any provision of the contract, or

v) promises offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel,

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

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

(a) The correct information as to the date of retirement of such retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the contractor at the time of submitting the said tender, or

(b) the correct information as to such engineers or officers obtaining permission to take employment under the contractor, or

(c) being a partnership firm the correct information as to, whether any of its partners was such a retired engineer or retired officer, or

(d) being an incorporated company, the correct information as to, whether any of its directors was such a retired engineer or retired officer, or

(e) being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor....

then and in any of the above said clauses, the Officer on behalf of the RailTel may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after the delivery to him of such notice, proceed to make good his default in so far

**RAILTEL**

as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the RailTel, the RailTel shall be entitled after giving 48 hours notice in writing to rescind the contract, to issue A Final Termination notice by RailTel after expiry of 48 hrs notice.

#### **10.14 RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**

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

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

#### **10.16 SETTLEMENT OF DISPUTE AND ARBITRATION**

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

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

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

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

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

## **11.0 Payment Terms**

- 11.1 Payments will be made on bi-monthly basis on submission of Invoices along with log books etc. No Invoice shall be entertained with incomplete and unsigned log books. Log Books should be filled/completed in all respect i.e indicating therein the reporting KM and time, releasing KM and time, destination and purpose of travel etc and also concerned releasing authority's Signature on the log book. **(Invoice should indicate Invoice No., Invoice date, PAN No., GST No., GST breakup on the Invoice as per abatement/non abatement options provided in GST Rule).**
- 11.2 Payment of bills will be made through ECS/RTGS. For this purpose details of the bank account and the code number /address of the bank will have to be advised by the agency along with the bill.
- 11.3 Tax deduction at source will be made as per statutory provisions.
- 11.4 Contractor should submit the monthly Invoice along with completed and signed Logbook to the Office Incharge of RailTel in Mumbai RO office.
- 11.5 Ist bill of Contractor will be processed only if the Performance Guarantee as per LOA is submitted within stipulated date and after fulfilling the terms and conditions stipulated in this contract.

## **12.0 Period of contract**

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

## **13.0 Termination of the Contract.**

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

**14. BID SUBMISSION AND OPENING DATE**

- 14.1 The bid and this tender document should be submitted in one original copy. EMD should be enclosed with the original bid. The envelope containing the original bid duly sealed by the personal seal of the bidder. Each and every page of bid and this tender document should be numbered and signed by authorized representative of the firm. **Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid.**
- 14.2 This tender document signed and stamped at each page should also be submitted along with the bid as acceptance of terms and conditions mentioned in the document.
- 14.3 The envelop shall be addressed to the Purchaser at the following address:

**Addl. General Manager/Mumbai  
RailTel Corporation of India Ltd,  
Western Railway Microwave  
Complex, Senapati Bapat Marg,  
Mahalaxmi, Mumbai -400013**

15. The top of the envelop shall bear in bold the following :-
- i) **DO NOT OPEN BEFORE 15.30 Hrs. on 04/01/18.(Due date & Time)**
  - ii) **Tender No.: RailTel/Tender/OT/WR/BOR/2017-18/31**
  - iii) Hiring of one no.. of Vehicles type Bolero, Sumo Gold with driver and fuel for use of maintenance team of RailTel Officials Gujarat for a period of Two years, extendable to one more year.
16. The Tender offer bid should be delivered to the above address so as to reach up to **15.00 hours of 04.01.18**; the time and date given in notice. The bids shall be opened at the time given in notice in the presence of those representatives of the bidders who choose to be present. Bids received after due date and time shall be summarily rejected and shall not be opened.

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**Chapter IV**

**PERFORMANCE OF BANK GUARANTEE BOND**

(On Stamp paper of Rs. one hundred)

(To be used by approved Scheduled Banks)

**Bank Guarantee**

1. In consideration of the RailTel Corporation of India Limited, registered office at RailTel 6<sup>th</sup> Floor, III<sup>rd</sup> Block Delhi Technology Park, Shastri Park, Delhi - 110053 and regional office at Western Railway microwave compound, Senapati Bapat Marg, Mahalaxmi, Mumbai - 400013 (hereinafter called "the RailTel") having agreed to exempt M/s..... (here in after called " the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No..... [L.O.A. No.] Dated.....[L.O.A Date] made between M/s..... [Firm's full Address with PIN code No.] and RailTel Corporation of India Limited, for

[Name of Work ] (hereinafter called " the said Agreement") of **Security Deposit** for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....( Rs..... Only). We, ..... (indicate the name of the Bank and full address with Pin code, telephone No. and Fax No.) hereinafter referred to as " the Bank") at the request of. M/s..... (Name of the Contractor) do hereby undertake to pay the **RailTel** an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, ..... Bank (indicate the name of the Bank and address) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from the **RailTel** stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the **RailTel** by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
3. We, ..... Bank (indicate the name of the Bank and address) undertake to pay to the **RailTel** any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

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

4. We, ..... Bank (indicate the name of the Bank and address) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **RailTel** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the .....], we shall be discharged from all liability under this Guarantee thereafter.
5. We, .....(indicate the name of the Bank and address) further agree with the **RailTel** that the **RailTel** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of or to postpone for any time or from time to time any of the powers exercisable by the **RailTel** against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of **RailTel** or any indulgence by the **RailTel** to the said Contractor(s) or by any such matter or thing whatsoever which, under the law relating to sureties would, but for this provision, have affect of so relieving us.
6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).
7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the **RailTel** in writing.
8. Notwithstanding anything contained herein,
  1. Our liability under the Bank guarantee shall not exceed Rs. .... (In Rupees)
  2. This Bank Guarantee shall be valid upto ..... and
  3. We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(date of expiry of guarantee)

Dated the ..... day of ..... 2015

for .....

(Indicate the name of the Bank)

WITNESSES

1. Signature  
with full name

2. Signature  
with full name