

OPEN TENDER

Notice Inviting Tender for leasing of vehicles

No.: RCIL/2022/P&A/34/1

Date: 20.02.2023

RailTel Corporation of India Limited, a Schedule-A PSU (Miniratna Category-I) under the Ministry of Railways, invites quotation for leasing of passenger vehicles for 48 Months, for official use of the Board level executives. Office of all the Board level executives is located at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023.

2. Specific requirement, estimated cost etc. is as under:-

S.N.	Name of Work	Estimate Cost of Work(Rs)	Earnest Money(Rs.)	Lease Period
1	Supply of New 04 Nos. Honda City (ZX MT Petrol driven cars on lease basis without Driver and without fuel for the period of 48 Months for use of the officers of RCIL posted at CO/New Delhi.	76,28,352/-	Nil	48 (Forty-eight months)

3. Eligibility Criteria:

3.1 Technical Eligibility Criteria:

The tenderer must have successfully completed any of the following during the last 05 (five) years, ending last day of month previous to the one in which tender is invited:

- Three similar works costing not less than the amount equal to 40% of advertised value of the tender, or
- Two similar works costing not less than the amount equal to 50% of advertised value of the tender, or
- One similar works costing not less than the amount equal to 80% of advertised value of the tender.

Information should be submitted in the format as indicated in **Form-1**

Important Note:

Following will be considered as similar work:

Any supply of passenger carrying vehicle on hiring basis shall be considered as similar work.

3.2 Financial Eligibility Criteria:

The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of opening of tender, at

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार (रेल मंत्रालय) का उपक्रम
CIN : L64202DL2000GOI107905

Registered & Corporate Office : Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi - 110023
T : +91 11 22900600, F +91 11 22900699 | Website : www.railtelindia.com

least 150% of the advertised value of the tender. Information in this regard should be submitted in the format as indicated in **Form-2**. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client and/or Audited Balance Sheet duly certified by the Chartered Accountant etc.

- 3.3 The contractor should submit performance certificates in reference to para 3.1 (minimum 3/2/1 similar work, as the case may be) above issued by Government Organizations/ Semi Government Organizations/ Public Sector Undertakings/ Autonomous bodies/ Municipal bodies/ Public Limited Company / Concessionaire Company/ Private Company/ JV Company for having successfully completed similar works in the last 5 years. Certificates issued by such Public Limited Company / Concessionaire Company/ Private Company/ JV* Company must be supported by Tax Deducted at Source (TDS) Certificates (Form 16A/26 AS) in evidence of the value of work executed.
- 3.4 The tenderer shall sign the Affidavit as enclosed in **Annexure-1**.
- 4.0. Terms and conditions of the contract are as under:-

(A) Scope of work

The scope of works/services includes "SUPPLY OF VEHICLES ON LEASE BASIS WITHOUT DRIVER AND FUEL FOR USE OF OFFICERS OF RAILTEL POSTED AT NEW DELHI" as per enclosed schedule of quantities (BOQ) as in **Annexure-2**.

The scope of work is as under: -

- 1.1 Supplying of vehicles on lease basis as per schedule of quantities (BOQ).
- 1.2 Repair/Maintenance of leased vehicles to keep it fit and in satisfactory working conditions.
- 1.3 Leasing of vehicles shall be inclusive of all consumables required for running of vehicle, maintenance of vehicle (both preventive and breakdown) etc. as per BOQ.
- 1.4 Limit of running KM will be 120000 Km in 4 Years for running over 120000 Km, fixed charges at the rate as per Qualified bidders rate will be paid, which will include cost of maintenance/repair and all other cost for complete satisfactory work.

(B) Period of Leasing:

The Period of Leasing of vehicles will be for the period of 48 (Forty-Eight) months from the date of delivery of vehicle.

(C) Mileage:

Limit of running KM of each vehicle will be 120000 Km in 4 Years.

(D) Chauffeur and Fuel:

Chauffeur and Fuel for vehicles shall be provided by RAILTEL.

(E) Residual Value:

Residual value of vehicles after 4 years shall be at Estimated market price.

(F) Purchase option:

First right shall be of RAILTEL to purchase the vehicles after the expiry of lease period of 4 years on fair market price.

(G) Fleet Management Service by the supplier :

- I. 24 hours Breakdown/emergency assistance.
- II. Repair & Maintenance, including replacement of Tyre & Battery.
- III. The supplier shall provide replacement vehicle during the period of repair and maintenance.

(H) Fleet Management Service by RAILTEL as below:

- I. Vehicle pick up and drop for repairs/maintenance.

(I) Road Tax:

To be included in the monthly rent, nothing extra on this account shall be paid.

(J) Tax Deduction at Source and Other Duties and cess:

- a. Income tax and Works tax shall be deducted from the payments credited/released by RailTel to the Agency against execution of work as per law of the land. The deductions shall be made as per prescribed rates prevalent from time to time unless a tax exemption certificate is produced by the Agency. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by RailTel. RailTel shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments.
- b. The Agency should be registered under the GST Act and shall submit a copy of the registration certificate with GST No. and such other details as desired required for compliance under the CGST, SGST, IGST, UTGST and compensation Cess Act. The Agency shall be responsible for issuing of tax invoices, filling of statutory monthly return and deposit of statutory taxes within the time limit as prescribed in the law. Any interest/penalty/taxes (non availment of input tax credit due to mismatch in GST) which is required to be paid by RailTel due to the default by the Agency to comply with above mentioned activity/provision as prescribed in law, rules and regulations shall be recovered from the Agency and adjustment shall be made when mismatch is attended and solved and credit is extended to RailTel.
- c. The Agency who is not liable to get registered under the GST Act or who has opted for composition scheme under GST Act shall submit documentary evidence in support of the above.
- d. In the case of unregistered Agency, RailTel shall deduct applicable GST under reverse charge from the payments released by back calculation method. GST shall be deposited to the concerned authority.

(K) Permanent Account Number for Income Tax:

The Agencies should provide their PAN No.

(L) Insurance:

The Agency shall arrange for Comprehensive Insurance for all four years, nothing extra on this account shall be paid.

(M) Validity of Accepted Rates:

The rates accepted will be firm during the period of lease.

(N) Commencement of work:

The Supplier shall be expected to mobilize and commence supply of vehicle on hire within 7 days' time after issuance of Letter of Acceptance or as specified in LOA.

5.0 Rate of work

5.1 Accepted rates shall be inclusive of monthly fixed leasing charges of vehicles, maintenance of vehicles, road tax permit, insurance charges of vehicles for the period of contract i.e. 48 Months. RAILTEL shall be liable to pay the fixed monthly hiring charges as per the BOQ only as indicated in **Annexure-2**.

5.2 The monthly lease charges shall be as indicated in BOQ.

5.3 The Agency shall bear the expenditure on Repair & maintenance of vehicle (both preventive and breakdown), insurance, etc. as well as all taxes pertaining to running vehicle on road. No extra payment shall be made on this account. RAILTEL shall not be liable for any compensation.

5.4 RAILTEL will not be liable for any payment to the Supplier for regular or accidental maintenance.

6.0 Payment Terms:

The Agency shall be allowed one Running Account payment each month upon submission of GST invoice as specified in the Act.

7.0 Mode of Payment:

All payments to the agency shall be made through Electronic Clearing System (ECS). The contractor shall furnish his Banker's details in addition to his own bank account details. All amounts payable to the contractor shall be directly credited to his bank account.

8.0 Arbitration:

The parties shall, in the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this tender/contract, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this tender/contract, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by Railtel, having expertise in their respective domains. The

seat and venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act, 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between parties.

9.0 Jurisdiction of Courts:

Subject to the arbitration above, in case of any dispute, Courts at New Delhi shall have exclusive jurisdiction.

10.0 Instructions to the tenderers/bidders

- (a) A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company can participate in the tender and the bidder must submit attested copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association, etc. along with original Power of Attorney of authorized signatory.
- (b) The work is proposed to be executed under the following relationship.
 - i. Lessee: RAILTEL CORPORATION OF INDIA LIMITED address as given in 'Notice Inviting Tender'.
 - ii. Lessor: The successful tenderer to whom the work is awarded shall become the contractor for execution of this work.
- (c) Approximate estimated cost of the work is as indicated in the notice inviting tender.
- (d) Period of validity of tender is 60 days.
- (e) The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tenders in which such bidders have participated.
- (f) The tenders/bidder must fill and submit the prices as per instructions given in bill of quantities (**Annexure-2**). The requisite details should be filled in by the tenderer/bidder wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.
- (g) All rates quoted in the bill of quantity shall be deemed to be inclusive of all types of taxes and charges of local bodies such as IGST/CGST, compensation cess other levies. No additional amount shall be paid or claim the entertained on these accounts by the Lessee.

- 11.0 Duly filled in bill of quantities (**Annexure-2**) along with Form of bid as indicated in **Annexure-3** should be submitted at the following address latest by 20th March, 2023 (05:30 p.m.) positively:-

Manik Sinha
Additional General Manager/P&A
RAILTEL CORPORATION OF INDIA LIMITED
6th Floor, Office Block, Tower-2,
East Kidwai Nagar, New Delhi-
110023 New Delhi-110017
E-mail ID: maniksinha@railtelindia.com



AFFIDAVIT

I/We, the undersigned, do hereby solemnly affirm and declare that-

1. Neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm have been declared non-performer by Central/ State Government Department in India including authority controlled by them during the last two years prior to the date of bid submission.
2. As on date of our bid submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm are debarred for tendering, blacklisted, suspended in Central/ State Government Department in India including authority controlled by them.
3. As on date of our bid submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm/ JV are in Corporate Insolvency Resolution Process (CIRP)/ liquidation/ Winding up/ CDR/SDR/S4A/ Flexible Structuring or any other restructuring scheme due to financial stress and have not been in default on any debt obligations on the bid due date.
4. No contract agreement between RAILTEL or its wholly owned subsidiaries and either our firm or any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm have been terminated on account of our default during the last two years prior to the date of our bid submission.
5. We have no objection to RAILTEL requesting to any bank, person, firm or body and any such agency furnishing pertinent information as deemed necessary or to verify this statement or regarding our competence and general reputation.
6. We understand that further qualifying information may be requested by RAILTEL and we agree to furnish any such information at the request of RAILTEL within the prescribed time.
7. We bind ourselves with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agree to augment any resources, if found necessary for timely completion of the project, as desired by the RAILTEL.
8. We have read and understood all the provisions included in the bid documents and abide by them.
9. The information furnished by us is correct and we understand the consequences in case any of the information furnished is not found to be true.

Name of the Firm

(Signed by the Authorized Representative of the Firm)
Name of the Authorized Representative
Dated

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)

Bill of Quantities (Financial Bid)

Sub: Supply of (New) 4 Nos. Honda City (ZX) MT Petrol driven cars on lease basis for RAILTEL.

Name of the Agency:

Address:

Contact No.

Fig in Indian Rupee (Rs.)							
S.N.	Description of the item	No. of Vehicle (A)	No. of Month (B)	Monthly Lease rent for each car (C)	GST or any other tax (D)	Total Monthly Lease Rent (E) =(C)+(D)	Grand Total (inclusive of all taxes) (F)= (A) x(B) x(E)
1	Supply of New 04 Nos. Honda City (ZX) MT Petrol driven cars on lease basis without Driver and without fuel for the period of four years.	04	48				
Total Amount							
Total Amount (In Words):							
3	Extra Km charges beyond 1,20,000/-: Rs...../Km.						

Terms and Conditions:

1. Quoted rate shall be firm and inclusive of all type of direct and indirect taxes, including GST, levies etc. and shall be firm throughout the contract period. Necessary recovery of TDS as applicable shall be done from the Invoice and deposited with authorities.
2. GSTN, PAN, etc. as applicable shall be submitted with the bid.
3. RAILTEL reserves the right to cancel the tender before or after submission/opening of tender without assigning any reasons thereof.
4. In case of disparity between rate quoted in figures and words, the amount in words shall prevail.
5. Tender evaluation shall be done on the basis of rates quoted in BOQ only.
6. For resolution of any dispute, the jurisdiction of court shall be New Delhi.
7. Provide detail break up for quoted Monthly lease rental rates including all taxes duly signed with the financial bid in the separate sheets.

Date:

Place:

Signature with stamp of agency

FORM OF BID

To

RAILTEL CORPORATION OF INDIA LIMITED
Acting through

Additional General Manager/Administration
RAILTEL CORPORATION OF INDIA LIMITED
6TH floor, Office Block -2, East
Kidwai Nagar,
New Delhi-110023.

Dear Sir,

I / We (Name and Address of the Tenderer) have read the various terms and conditions of the tender documents attached here with duly signed by me/us and agree to abide by the same. I / We also agree to keep this tender open for acceptance within the period of the validity of bids.

I/We have quoted our rates for various items in the Bill of Quantities taking into account all the stated factors and I/We offer to do "SUPPLY OF VEHICLES ON LEASE BASIS WITHOUT DRIVER AND FUEL FOR USE OF OFFICERS OF RAILTEL POSTED AT NEW DELHI." At the rates quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time schedule depicted in tender documents from the date of issue of letter of acceptance of tender.

I/We also understand that until a formal Contract Agreement is executed, Letter of Acceptance along with all tender documents shall constitute a binding contract between me/us and RailTel Corporation of India Limited.

Thanking you,

Yours Faithfully,

Signature :

Name of the Signatory
in capacity of
duly authorized to sign bids for
and on behalf of:.....
(In Block capital letters)

Dated:

FORM-1
(Ref. Para 3.1)
DETAILS OF SIMILAR WORKS COMPLETED IN LAST FIVE YEARS

S N	Description of the Work	Name and address of the Employer	Contract	Date of award of work	Stipulated date of completion	Date of actual completion	Value of completed work for (In Lakh of Rs.) if any	Reasons for delays, if any	Penalty, if any, imposed for delay	Any other relevant information	Remarks
			No. & date								
1											
2											
3											
4											
5											

Note :

1. Please attach copies of the certificates issued by the Client.
2. Only those works shall be considered for evaluation for which copies of the certificates issued by the client are attached.

FORM -2			
(Ref. Para 3.2)			
CONTRACTUAL PAYMENTS RECEIVED FOR THE LAST THREE FINANCIAL YEARS & CURRENT FINANCIAL YEAR			
SN	YEAR	Contractual payments received for the last three financial years	Remarks
1	2019-20		
2	2020-21		
3	2021-22		

Note:

Please attach attested certificate from the concerned deptt./Client and /or Audited balance sheet certified by the Chartered Accountant