

RAILWAY RECRUITMENT BOARD : KOLKATA
OFFICE OF THE CHAIRMAN, RAILWAY RECRUITMENT BOARD, KOLKATA
METRO RAILWAY A.V.COMPLEX, CHITPUR,
OPP. TO R.G.KAR MEDICAL COLLEGE & HOSPITAL, R.G.KAR ROAD, KOLKATA-700037



TENDER DOCUMENT

TENDER NOTICE NO. – RRB/KOL/18-19/1 DATED 02.08.2018

TENDER NO. – RRB/KOL/CAR HIRING/18-19

NAME OF WORK: HIRING OF ONE FULLY AIR CONDITIONED DIESEL VEHICLE
(TOYOTA/INNOVA, MAHINDRA/XYLO, SCORPIO, SWIFT DZIRE OR SIMILAR TYPE
FOR OFFICIAL USE OF CHAIRMAN, RRB/KOLKATA FOR 1 YEAR (12 MONTHS).

AVAILABILITY OF TENDER DOCUMENT	: From 02.08.2018 to 03.09.2018
LAST DATE & TIME OF RECEIPT OF TENDER	: 03.09.2018 up to 14:00Hrs.
DATE & TIME OF OPENING TENDER	: 03.09.2018 at 15.30 Hrs.

Estimated Cost - Rs.3,99,528/- (Rupees Three lakhs ninety nine thousand five hundred twenty eight only).

Cost of Tender document: - Rs.1000/-(Rupees One thousand only).

NOTE :-

1. Tenderers are requested to see for any Corrigendum Slips issued to this tender up to the date of opening, and to use updated tender form only failing which tender is likely to be rejected.
2. The tenderer should specify in the covering letter itself the details of completed work with complete postal address of the client/agency under which such work is executed. The details of postal address should include Road/Sector, Town, District, State & Pin Code. Tenderer is also requested to furnish Fax No. & Telephone No. of issuing office which will facilitate verification of such document. In absence of such detailed address, cognizance of such credential may not be given by Railway.

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TENDER NOTICE NO – RRB/KOL/18-19/1 DATED 02.08.2018

TENDER NO – RRB/KOL/CAR HIRING/18-19

Forwarding letter: Detailing salient features of the tender

Issued to/Downloaded from
website by:

Note: If the document is downloaded from website, the interested bidder should write their name & address in the space provided above.

NAME OF WORK: HIRING OF ONE FULLY AIR CONDITIONED DIESEL VEHICLE
(TOYOTA/INNOVA, MAHINDRA/XYLO, SCORPIO, SWIFT DZIRE OR SIMILAR
TYPE FOR OFFICIAL USE OF CHAIRMAN, RRB/KOLKATA FOR 1 YEAR (12
MONTHS).

Authority: Price of the tender document paid for the above tender vide D.D./
Money Receipt No. dated -

- 1.0 Sealed tenders have been invited for and on behalf of the President of India for the abovementioned work as per tender notice quoted above. A copy of the tender notice is enclosed herewith as chapter-II.
- 2.0 The tender document is hereby being issued to you on your request and on your having deposited the requisite cost of the tender document as per aforesaid details. The tender document is being issued with further condition that you agree to abide by the conditions laid down hereinafter in the tender document before submitting your tender.

OR

- a) The document may be downloaded from website issued as tender document for submitting the bid. However, Demand Draft (separate Demand Draft other than that of Earnest Money) for an amount prescribed at page 1 of tender document in favour of "FA&CAO/E.Rly", towards the cost of the tender document payable at Kolkata will have to be enclosed with the tender document. **In case, the offer is not accompanied with the valid demand draft for the cost of the tender document as detailed above, the tender will be summarily rejected.**
- b) Please note that the document is being allowed to be downloaded with further condition that you agree to abide by the conditions laid down herein after in the tender document before submitting your tender.
- c) Please note that the end of the document is marked as "END OF DOCUMENT". The total document is to be downloaded for submission of the offer otherwise the document will be treated as invalid.
- d) Please note that if any change/addition/deletion with malafide intention or otherwise, is made by the bidder the tender is liable for summarily rejection. Further, if the same is detected at any stage even after award of the tender, all necessary action including banning of business would be taken.

- 3.0 The Railway, before the due date of opening, may of its own or in response to any clarification requested or suggested by any person including that of the Tenderer, may modify the tender document at its sole discretion.
- 4.0 The tender document includes many chapters as enclosed, which are integral parts of the tender documents.
- 5.0 This tender document contains 27 pages including cover page as detailed below.

Chapter No.	Nature of document	Page Reference
I	Forwarding letter detailing salient features of the tender	02-04
II	Tender Notice	05
III	General Condition of tender and instruction to tenderer(s)	06-16
IV	Form of tender	17-18
V	Mandate Form	19
VI	Rate Schedule of items	20-22
VII	Terms & conditions of contract for Hiring of Vehicle Annexure 'A' Proforma of Performance Guarantee	23-25 26-27

6.0 All the above-mentioned chapter taken together, if not scored off, shall constitute the complete tender document hereinafter referred to as "tender document" and have to be read together and acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.

7.0 Scope of the work:

HIRING OF ONE FULLY AIR CONDITIONED DIESEL VEHICLE (TOYOTA/INNOVA, MAHINDRA/XYLO, SCORPIO, SWIFT DZIRE OR SIMILAR TYPE FOR OFFICIAL USE OF CHAIRMAN, RRB/KOLKATA FOR 1 YEAR (12 MONTHS)).

8.0 Tender Value: **Rs.3,99,528/-** (Rupees three lakhs ninety nine thousand five hundred twenty eight only).

9.0 Date of opening: **03.09.2018.**

10.0 Opening of the tender: The tender will be received in the office of the Chairman, Railway Recruitment Board, Kolkata, Metro Railway A.V.Complex, Chitpur, Opp. to R.G.Kar Medical College & Hospital, R.G.Kar Road, Kolkata-700037, up to the date of opening indicated above till **14:00** hrs when the tender box would be closed, and will be opened on the same day at **15:30** hrs in presence of the Tenderers or their authorized representatives who wish to remain present.

In case the tender opening day is declared a holiday on account of any reason, the tender box shall be closed and opened at the same time on the next working day.

11.0 Amount of Earnest Money: **Rs.7,991/- (Rupees Seven thousand nine hundred ninety one only).**

12.0 Validity of the tender: The tenderer has to keep his offer valid for 120 days from the date of opening of the tender and within this period, the tenderer shall not be entitled to withdraw or modify the tender. If any tenderer resiles or modifies his tender within the validity period of the offer, then the amount deposited by the tenderer towards the earnest money/security for due performance of the stipulation to keep the offer valid for 120 days will be forfeited to the Railways.

13.0 Period of Contract: 1 year (12 Months).

The hiring contract will be done with the successful Tenderer for a period specified in the tender notice. The period will be mentioned in the letter of acceptance by the Railway to such Tenderer.

14.0 Specification of the work: The work shall be carried out as per specifications contained in the tender document or otherwise referred to.

15.0 Performance Guarantee: The successful tenderer will be required to furnish a Performance Guarantee as per clause 19 of chapter III of the tender document dealing with such provisions.

Enclosure: The tender document
Total 27 pages. Including
Cover page.

Yours faithfully

Signature of Tenderer(s)

For CHAIRMAN
RAILWAY RECRUITMENT BOARD, KOLKATA
On behalf of President of India

TENDER NOTICE

RAILWAY RECRUITMENT BOARD, KOLKATA**Open Tender Notice No.** RRB/KOL/18-19/1 DATED 02.08.2018

On behalf of the President of India open tenders are invited in sealed cover in the prescribed format from reputed and established contractors having experience in execution of similar nature of works in Railways/other Govt organisation./PSU/ reputed private organization for the following work.

Name of work and location	HIRING OF ONE FULLY AIR CONDITIONED DIESEL VEHICLE (TOYOTA/INNOVA, MAHINDRA/XYLO, SCORPIO, SWIFT DZIRE OR SIMILAR TYPE FOR OFFICIAL USE OF CHAIRMAN, RRB/KOLKATA FOR 1 YEAR (12 MONTHS))
Tender value of the works	Rs.3,99,528/- (Rupees three lakhs ninety nine thousand five hundred twenty eight only).
Completion period of Work.	1(One) year.
Cost of tender document	Rs. 1,000/- (Rupees One thousand only).
Earnest Money to deposit	Rs.7,991/- (Rupees seven thousand nine hundred ninety one only).
Schedule date for sale of tender document	From 02.08.2018 to 03.09.2018 up to 12:00 hrs. Tender document will be available only on working days in working hours
Address of the Office from where tender document can be purchased	Office of the Chairman, Railway Recruitment Board, Kolkata, Metro Railway A.V.Complex, Chitpur, Opp. to R.G.Kar Medical College & Hospital, R.G.Kar Road, Kolkata-700037
Date & time for submission of tender.	From 02.08.2018 to 03.09.2018 up to 14-00 hrs. at - office of the Chairman, Railway Recruitment Board, Kolkata, Metro Railway A.V.Complex, Chitpur, Opp. to R.G.Kar Medical College & Hospital, R.G.Kar Road, Kolkata-700037. Tender will be submitted only on working days in working hours.
Date & time for opening of tender.	03.09.2018 at 15-30 hrs. at the office of the Chairman, Railway Recruitment Board, Kolkata, Metro Railway A.V.Complex, Chitpur, Opp. to R.G.Kar Medical College & Hospital, R.G.Kar Road, Kolkata-700037
Website particulars	www.rrbkolkata.gov.in
Notice Board	Office of the Chairman, Railway Recruitment Board, Kolkata, Metro Railway A.V.Complex, Chitpur, Opp. to R.G.Kar Medical College & Hospital, R.G.Kar Road, Kolkata-700037

Interested tenderers are requested to keep watch on the website till last date for any inclusion of Addendum / Corrigendum etc.

For CHAIRMAN
RAILWAY RECRUITMENT BOARD, KOLKATA
On behalf of President of India

OFFICE OF THE CHAIRMAN, RAILWAY RECRUITMENT BOARD, KOLKATA
METRO RAILWAY A.V.COMPLEX,CHITPUR,
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TENDER NO – RRB/KOL/CAR HIRING/18-19

GENERAL CONDITION OF TENDER AND INSTRUCTION TO TENDERER(S)

1. a) TENDERER: The person(s)/Firm(s) who submitted these tender documents as an offer to carry out the work detailed in chapter-I are termed Tenderer(s) in these documents.
b) THE CONTRACTOR (S): The tenderer(s) whose tender(s) has been accepted by the Railway shall thereafter be termed Contractor(s) and these tender documents of the accepted tender(s) shall become a part of the Contract/Agreement between the Contractors and the Railway.
c) COMMUNICATIONS WITH CONTRACTORS (S): Subject to and as otherwise provided in this contract, all notices as are required to be given shall be signed by competent Officer of the Railway for and on behalf of The President of India and all other actions shall be taken by the Engineer and/or his representative.
The contract shall be governed by the provisions of the GCC-2014 modified to the extent of provisions of these documents.
2. BOOKS OF REFERENCE: Tenderer may purchase a copy of The General conditions of Contract, 2014 edition, hereinafter referred to as 'GCC-2014' for the purpose of general condition of contract from the office of the Principal Chief Engineer, Eastern Railway, 17, N. S. Road, Kolkate-700001 on payment of prescribed cost for reference.
3. SCOPE OF TENDER: Sealed tenders are invited for and on behalf of the President of India for work described in the Chapter-I of these tender documents.
4. INSPECTION OF DATA: Information for the work, relevant to this tender, may be obtained in the office of the Office of Chairman, Railway Recruitment Board, Kolkata, Metro Railway A.V.Complex,Opp. to R.G.Kar Medical College & Hospital, R.G.Kar Road, Kolkata-700037 on any working day during office hours.
5. TENDERER'S POSTAL ADDRESS:
 - 5.1 Every tenderer shall state in the tender, his postal address fully and clearly in chapter-IV "Form of Tenders". Any communication sent in time to the Tenderer by post at the said address shall be deemed to have reached the Tenderer duly and in time. Important documents shall be sent by Registered post.
 - 5.2 CHANGE OF ADDRESS: The Tenderer must keep the Railway informed of any change of address during the currency of tender of work in his own interest.
6. TENDERS TO BE SIGNED BY AUTHORISED PERSONS:
 - (a). The Tender shall be signed by individual or individuals legally authorized to enter into Commitments on behalf of the Tenderer(s). Any individual or individuals signing the tender documents or other documents connected there with, should specify whether he is signing the said documents:-
 - (i) As a Sole Proprietor of the firm or Attorney of the Sole proprietor.
or
 - (ii) As a Partner of partnership firm.
or

(iii) As a Director, manager or secretary in a Limited company (duly authorized by a resolution passed by the board of directors or in presence of the authority conferred by the memorandum of association).

(b) In the case of a firm not registered under the Indian partnership act, all the partners or the attorney duly authorize by all of them should sign the tender documents and all other concerned documents.

(c) Requisite power of attorney or such other documents empowering the individuals or the individuals to sign the Tender document should be furnished in original, along with the Tender.

(d) The Railway shall not be bound by any Power of Attorney granted by the Contractor or by changes in the composition of the firm made subsequent to the execution of the Contract agreement. It may, however, recognize such Power of Attorney and changes, after obtaining legal advice to the satisfaction of the Railway, the cost of which will be borne by the Contractor.

7. EX. RAILWAY OFFICERS AS TENDERER(S) : Should a Tenderer be, himself, a retired employee having held a Gazetted rank in any of the Railways, owned and administered by the President of India, or should a Tenderer, being a partnership firm, have, as one or more of its partners, such retired employee(s) as aforesaid, or, should the Tenderer being an incorporate company, have any such person(s) as aforesaid, as sits Director(s), or, should the tenderer have, in his employment, any person(s), as aforesaid, full information of such person(s) shall be submitted.

Further, in cases, where such a person(s), as aforesaid, has retired from the Railway service within two years of the date of opening of the Tender, the Tenderer(s) shall furnish a copy of the permission of the President of India , permitting such a person(s), as aforesaid, to associate himself with the Tenderer(s), in any of the capacity as aforesaid.

8. TENDERER(S) RELATIVE EMPLOYED AS GAZETTED OFFICER

In case of a Tenderer(s) being an individual having a relative(s) employed in any Gazetted capacity in the RRB/Kolkata or in the case of partnership firm/or company incorporated under the Indian Company law, should any partner(s) / Director(s) or relevant(s) of the partner(s) / Director(s) or share holder (s) , be employed in any Gazetted capacity in the Eastern Railway, detailed information about such Gazetted employee(s) shall also be furnished.

9. VARIATION BEYOND + 25% OVER AGREEMENTAL VALUE & ITS PAYMENTS

If Railways decides to get the additional quantity i.e. variation beyond +25% over agreemental value the payment will be done as per rate mentioned below:

(a) For 1st 15% increase in the value beyond 25% of the agreemental value, the rate will be reduced by 2 % in the incremental value of the agreement.

(b) For next 10% increase in the value, rates will be further reduced by 2% (i.e total 4%) for the further incremental value of the agreement.

(c) For increase beyond +50% of agreemental value (if any) can be done only in exceptional cases after negotiating fresh rates.

However, Railway reserves the right to execute additional quantity over agreemental quantity in best and most economical manner as may considers fit. No claim whatsoever will be entertained in the matter and decision of Railway under clause 10.1 (a) and 10.1(b) will be binding to the tenderer.

10.0 TESTIMONIALS:

- 10.1. In order to establish the capability the Tenderer(s) to undertake and tackle the work under this tender, the Tenderer(s) shall submit, along with the tender(s), the particulars of all works awarded or taken up by him for execution during the three years preceding the date of opening of this tender, irrespective of whether the same have been completed or are still continuing or were terminated, in absences of which, the Railway Administration reserves the right to treat the tenderer(s) as having no capability/credentials.
- 10.2. The Tenderer shall submit photo copies of certificates and testimonials from the clients/departments to establish the correctness of the data given by him as also certificates certifying satisfactory performance and completion of works. The Railway reserves the right to verify the correctness of such data in such a manner they consider fit and appropriate.
- 10.3. The Tenderer(s) shall also submit a list of court cases filed and number of Arbitration's in progress as demanded by him from the Railway or other clients, during the three years preceding from the date of opening of this tender. In the event of the Tenderer not giving this information, the Railway may compile such data from available records and the Tenderer(s) shall have no right to question the correctness or completeness of such data.
- 10.4. Photocopies of all relevant documents, like registration of the vehicle, road tax, insurance, pollution certificate etc, relating to the vehicle proposed to be offered for hiring are to be submitted.
- 10.5. Attested Xerox copy of the driving license of the Driver, who would be driving the vehicle incase Railway administration award the contract to the firm, to be submitted.
11. RAILWAY PASS OR CONCESSION: No Railway pass or concession facilities will be given to the Contractors or their agents and labourers for their execution of the works. Contractor's materials required for execution of the work will have to be carried at the public rate of Railway freight if carried by Railway transport and no concession rate of Railway freight will be applicable.

12. PERIOD OF VALIDITY OF TENDER:

The Tenderer(s) shall keep the offer valid for a minimum period as stated in Chapter- I from the date of opening of the tender within which period the Tenderer(s) cannot withdraw or modify his offer. The Railway Administration may request the Tenderer(s) to extend the validity. The earnest money referred to in this chapter is for the performance of the stipulation to keep the tender open for the aforesaid period. It shall be understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s) is permitted to tender in consideration of the stipulation on his part that after submitting his tender, he will not resile from his offer or modify the same in any manner not acceptable to the Railway within the period of validity. Should the Tenderer fail to observe or comply with this stipulation; the Railways shall forfeit the full amount of Earnest Money.

13. CONTRACT PERIOD FOR COMPLETION OF WORK.

This tender is submitted subject to the condition that the tenderer(s) shall complete the works covered by this tender in all respect within the period of time stipulated in Chapter -II. The time reckoned from the date as mentioned in the letter of acceptance.

14. RESPONSIBILITY FOR DAMAGE TO CONTRACTOR'S MATERIALS:

The Railway Administration will not be responsible for any loss or damage to contractor's materials, equipments, tools due to fire, flood or any other cause(s) whatsoever.

15. EARNEST MONEY:

15.1 Condition for earnest money: Tenderer are required to deposit prescribed amount of earnest money, as specified in clause 11.0 chapter-I of this tender document, with his tender for the due performance of the stipulation to keep his tender open till such date as specified in stipulated in chapter-I of this tender document. The forms, in which such earnest money shall be deposited, are mentioned in Para 15.2 hereunder. No adjustment of the earnest money submitted with earlier tenders, including tenderer, which have already been accepted, shall be done. Tenders received without the prescribed amount of earnest money shall be summarily rejected.

For works estimated to cost upto Rs.1 Crore Earnest Money Deposit will be 2% of the Estimated Cost of the work. For works estimated to cost more than Rs.1 Crore Earnest Money will be Rs.2 Lakhs plus ½% of the excess of Estimated Cost of work beyond Rs.1 Crore subject to maximum of Rs. 1 Crore.

15.2 Mode of payment of earnest money: The earnest money should be in cash or FDR/Banker's Cheque/Demand drafts in favour of FA&CAO, Eastern Railway, Kolkata executed by State Bank of India or any of the nationalised bank or by a scheduled bank [Authority: Railway Board's letter No 2013/CE-I/CT/O/45/JV dated 23.06.2016.]

16. APPROPRIATION TOWARDS SECURITY DEPOSIT:

If the tender is accepted this total Earnest Money will be retained as part Security Deposit, for the due performance and observance of the terms and conditions of the contract and shall form part of the Security Deposit stipulated in these documents.

17. REFUND:

- (a) The Earnest Money of the tenderer(s) whose tender(s) have not been accepted, shall save as herein provided, be returned to them but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession.
- (b) No interest will be payable on the Earnest Money.
- (c) Earnest money deposited in cash/ other instrument shall be refunded through ECS/NEFT as marked in the Mandate Form [Chapter V].

18. FORFEITURE

- (a) It shall be understood that these documents have been issued to the tenderer(s) and the tenderer is permitted to tender in consideration of the stipulations on his part that after submitting his tender, he will not resile from his offer or modify the rates, terms and conditions thereof in a manner not acceptable to the Railway. Should the Tenderer fail to observe or comply with the said stipulations full amount of Earnest Money shall be forfeited by the Railway.

- (b) Further, if any modification of rates, terms and conditions is made by the Tenderer after opening but within the period of validity of the tender and the Railway accepts this tender without those modifications and the letter of acceptance is issued to the tenderer without such modifications, and tenderer refuses to accept the award of contract, the total Earnest Money shall be forfeited.
- (c) Full earnest money is liable to be forfeited in case any statement, declaration made by the tenderer is proved wrong/false/incomplete/or such as to withhold any information relevant to the consideration of the tender (Ref. Clause-23, sub-clause(f) below).
- (d) In the event of tenderer(s), whose tender is accepted, resiles from the contract after issue of letter of acceptance or fails to commence the work within 10(ten) days of issue of letter of acceptance, the provisions contained in clause GCC-2014 shall be applicable.

19. PERFORMANCE GUARANTEE (PG):

19.1 The procedure for obtaining Performance Guarantee is outlined below:- Ref: Railway Board's letter No. 2007/CE.I/CT/18 Pt.XII, New Delhi, dated 31.12.2010

The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value :

- i) A deposit of Cash;
 - ii) Irrevocable Bank Guarantee;
 - iii) Government Securities including State Loan Bonds at 5% below the market value;
 - iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - vi) A Deposit in the Post Office Saving Bank;
 - vii) A Deposit in the National Savings Certificates;
 - viii) Twelve years National Defense Certificates;
 - ix) Ten years Defence Deposits;
 - x) National Defence Bonds and
 - xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.
- FDR in favour of FA&CAO, Eastern Railway, Kolkata (free from any encumbrance) may be accepted

19.2 The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the warrantee / maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor

- 19.3 Wherever the contracts are rescinded, the security deposit shall be forfeited and performance guarantee shall be encashed and the balance work shall be got done separately.
- 19.4 The balance work shall be got done independently without risk and cost of the original contractor.
- 19.5 The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 20.0 SECURITY FOR CONTRACT:
- 20.1 The successful tenderer shall have to deposit 5% of the contract value, towards the security deposit for the due and faithful fulfillment of the contract up to the satisfaction of the Railway Administration.
- 20.2 The Earnest money deposited by the contractor with this tender shall be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, may be deposited by the contractor in cash or in the form of government Securities or may be recovered by percentage deduction from the contractor's 'on account' bills, provided that in case of defaulting contractor the Railways may retain any amount due for payment to the contractor on the pending "on account bills" so that the amount so retained may not exceed 5% of the total value of the contract.
- 20.3 Security deposit shall be returned to the contractor after the physical completion of the work as certified by the competent authority. The competent authority shall normally be the authority that is competent to sign the contract. If the competent authority is of the rank lower than JA Grade, then a JA Grade officer (concerned with the work) shall issue the certificate. The certificate, inter alia, shall mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal "No Claim Certificate" from the contractor concerned shall be obtained.
- 20.4 No interest will be payable upon the Earnest money and Security deposit or amounts payable to the contractor under the contract, Security money may be deposited in the manner as stipulated in the case of depositing
- 21.0 FORFEITURE OF SECURITY FOR CONTRACT:
In case, the successful tenderer / contractor fails to comply the work as per terms and conditions of the tender or contravenes any provision of the tender, the entire security deposit or part thereof as may be decided by the administration, will be forfeited.
- 22.0 REFUND OF SECURITY DEPOSIT FOR THE CONTRACT:
After successful and satisfactory completion of the work under the contract duly certified by the in-charge of the work, security deposit will be refunded to the contractor.
- 23.0 GENERAL INSTRUCTIONS FOR COMPLETING TENDER DOCUMENTS:
- (a) The tenderer shall submit, as his tender, all these documents intact, without serving detaching, defacing or removing any part thereof. After completing these documents, The tenderer(s) shall sign each page of these documents, before submission, intact, without serving detaching, defacing or removing any part thereof, as per instructions contained in these documents.

- (b) Tender form containing over writings, scribbling, erased rates and/or rate-not shown in words are liable to be rejected.
- (c) The tenderer must completely and carefully fill up the letter entitled "FORM OF TENDER" i.e. Chapter 'IV' of these documents.
- (d) The Tenderer shall not leave any space blank, where he is expected to make any entry.
- (e) Eligibility Criteria: Wherever Eligibility Criteria is specified in the tender notice, the tenderer shall submit specific details of work executed and payment received thereof along with relevant documents which make him eligible for tendering. If the tenderer gives any wrong information or suppresses any material fact to cover his eligibility, his tender will be summarily rejected.
- (f) False / Incomplete statement: Any statement/declaration made by the Tenderer, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender or in the event of his tender having been accepted at any stage of the contract, shall tender his/their tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:
 - (i) If such statement is found at the tender stage, his total earnest money shall be forfeited.
 - (ii) In case such a statement is found at the contract stage rights available to the Railways action may be taken as per GCC-2014..
- (g) Cancellation of document etc: The cancellation or amendment of any documents such as power of attorney, partnership deed etc. should be forthwith communicated by the tenderer/contractor to the Railway in writing, failing which the Railway shall have no responsibility or liability for any action taken on the strength of the documents available with the Railway.

24.0 QUOTATIONS OF RATES:

- 24.1 The quantities of various items involved in the work covered by this tender, are given in the Schedule enclosed with these documents and as approximate submission of this tender of various items shall be deemed to have been done after careful study of the tender documents and site conditions, with full understanding of the implications thereof.
- 24.2 The Railway Administration reserves the right to modify any or all the schedules whether it is to increase or to decrease the scope of the work including deletion of any item(s) and therefore, the tenderer(s) should quote reasonable and workable rates for each of the item(s) The Tenderers shall not be entitled to any revision of rates due to such increase/decrease in quantities of items. The payment shall be made on the basis of actual quantities executed under various item(s) and the accepted rates thereof, and not on the quantities mentioned in various schedules.
- 24.3 Fluctuation in market rates: The rates quoted by the Tenderer(s) and accepted by the Railway Administration shall hold good till the completion of the work and are not subjected to fluctuation(s) of any kind.
- 24.4. Rates to include all taxes: The rates quoted shall be inclusive of all taxes levied by Central or State Govt. or by any Municipal/Local or any other body at payment or during/after execution of work.
- 24.5. The Tenderer(s) should quote his rates for each and every item of the various schedules taking into consideration all the conditions of these documents and the Special Conditions mentioned in the various schedules.

24.6 Rates in figures as well as in words: The Tenderer(s) are required to quote their rate(s) and all other figures, having financial implications wherever occurring in these documents, in numerals as well as in words. In case of difference between the two, the rates written in words shall be taken into account for all purpose connected with this tender.

25.0 REBATE:

- (i) If any tenderer(s) wishes to give any rebate on the rates quoted by him, the same shall be quoted by him in schedule - "A" It is to be noted that such rebate, if offered, shall apply in all the rates quoted by him for all the item(s) of work in all the schedules (other than schedule "A") of these tender documents. Such a rebate shall be totally unconditional.
- (ii) In case a tenderer does not wish to give any rebate, he should write NIL in schedule "A". In case nothing has been quoted by the tenderer in schedule "A" and the space is left blank, it will be treated as "NIL" and shall be so recorded at the time of opening of the tender.
- (iii) If any tenderer(s) gives any other type of rebate, conditional or otherwise, such rebate shall not be considered for evaluation of the tender, although the Railway may avail of the same in case the tender is awarded to such a tenderer(s).

26.0 SUBMISSION OF TENDER:

- (i) Tender must be placed in sealed envelop super-scribed with the tender number, name of work and date and place of opening and should be dropped in the box placed for the purpose in the office of the Chairman, Railway Recruitment Board, Kolkata, Metro Railway A.V.Complex, Chitpur, Opp. to R.G.Kar Medical College & Hospital, R.G.Kar Road, Kolkata-700037 on and before the time and date specified in chapter-II.
- (ii) Tender, sealed and super-scribed as mentioned above, can also be sent by Registered Post to the above named office, provided that, no tender, received after the time and date specified in tender notice for closing of tender box, shall be considered. Railway shall not be responsible for Postal delays.
- (iii) The requisite total Earnest Money as per chapter -II should be submitted in requisite manner along with the tender documents without which tender shall be summarily rejected and rates quoted will not be read out.
- (iv) Late tenders / delayed tenders: Offers shall be dealt with as per extent rules of Railways, and the tenderer (s) shall have no right of consideration of such a tender.

27.0 OPENING OF TENDER: Tenders will be opened in public at the time and place mentioned in Chapter-II. The date and time of opening may be postponed at the sole discretion of the Railway, if circumstances so warrant. At the time of opening, the rates and special features/ conditions submitted by the tenderers will be read out in the presence of such tenderers or their authorized representatives as may choose to be present. The said authorized representatives shall produce their authority before they are allowed to participate in the opening. They shall sign the rate statement which is prepared as a result of reading out of the rates of the tenderer(s).

28.0 CLARIFICATION OF BIDS SUBMITTED: To assist in the examination, evaluation and comparison of tenders, the Railway or its authorized person may ask the tenderer(s) for clarification(s), if any needed, for such examination, evaluation and comparison. The request for such clarification etc and the response thereof shall be in writing.

29.0 NEGOTIATION:

- 29.1 The accepting authority reserve the right to enter into negotiations with the L-1 or more (in special case) Tenderer(s) before acceptance of the tender in order to clarify special conditions, or, reduction of rates, or, for changes in scope of the work etc, at its sole discretion.
- 29.2 L-1 Should be defined as the lowest, valid, eligible and technically acceptable tenderer.
- 29.4 Should such negotiation with the tenderer(s) be entered into, the tenderer(s) shall not be permitted to increase their quoted rates under any circumstances, even if it includes withdrawal/modification of such special conditions as are given by the tenderer(s) along with their original tender.
- 29.5 COUNTER/OFFERS: In cases where the overall value of L-1 is not unreasonably high but the rate(s) for certain item(s) in a schedule or the total value for a schedule happens to be higher than those quoted by other tenderers in the same tender or higher than the last accepted rates, the method of counter offering the lower rate(s) obtained in the same tender or if all these are higher, any other rate(s) considered reasonable by tender committee may be adopted while finalizing the tender.

30.0 ACCEPTANCE OF TENDER

- 30.1. The acceptance of the tender shall be communicated by Registered Post with A/D at the address given by the Tenderer in these tender documents or hand over to the tenderer from the office of Chairman, Railway Recruitment Board, Kolkata, Metro Railway A.V.Complex, Chitpur, Opp. to R.G.Kar Medical College & Hospital, R.G.Kar Road, Kolkata-700037 after obtaining acknowledgement receipt. The letter of acceptance will remain operative till a formal Contract / Agreement is executed and signed by and between the Contractor and competent officer of the Railway, for and on behalf of the President of India, after which the letter of acceptance will merge in the said formal agreement.
- 30.2 The Railway shall not intimate to the tenderer whose tenders have not been accepted and the result of their tender(s). However, Earnest Money will be refunded as per clause 17 above.
- 30.3 Vehicles and equipments of contractors can be drafted by Railway administration in case of accidents/natural calamities involving human lives.

31.0 AGREEMENT :

The successful Tenderer shall be required to execute an agreement with the president of India acting through the Chairman, Railway Recruitment Board, Kolkata, Metro Railway A.V.Complex, Chitpur, Opp. to R.G.Kar Medical College & Hospital, R.G.Kar Road, Kolkata-700037 or any competent authority as per GCC.

32.0 INSPECTION :

Authorized representative(s) of Railway Recruitment Board, Kolkata will inspect the vehicle/vehicles and check the relevant papers required to be kept in the vehicle for it being roadworthy.

33.0 TERMINATION OF THE CONTRACT DUE TO BREACH OF CONTRACT:

The successful tender shall execute the work with diligence and expedition keeping in view of the approved time schedule. Should there be any neglect of the work or contravene any provision of the tender, Chairman, Railway Recruitment Board, Kolkata, Metro Railway A.V.Complex, Chitpur, Opp. to R.G.Kar Medical College & Hospital, R.G.Kar Road, Kolkata-700037 shall be at liberty to give seven days notice in writing to the tenderer asking him to make good the losses, neglect or contravention and in default thereof it shall be lawful for the Railways to take the work wholly or in part from the tenderer's hand by termination of the contract with forfeiture of security money and get the work completed by any other agency at the cost of the tenderer. Contract is liable to be terminated due to undesirable activities of the contractor or by his staff.

34.0 TERMINATION OF CONTRACT DUE TO OTHER REASONS:

The Railway Administration reserves the right to terminate the contract during any time without assigning any reason thereof and the Railway Administration shall not be liable in any manner whatsoever to the tenderer for such termination.

35.0 SPECIAL CONDITIONS BY TENDERER (S)

- (a) The Tenderer(s) is, normally, not expected to make any special condition/stipulation of his own and is expected to submit his tender in accordance with the conditions/stipulations contained in these documents, if however, the Tenderer(s) wishes to make any special condition / stipulation(s) or wishes to intimate the Railway of any matter of importance, he may do so in a covering letter. Such stipulations and conditions shall be a part of the contract in case of acceptance of the tender, only to the extent explicitly accepted by the Railway Administration. The accepting authority reserves the right not to accept any such special stipulations and conditions made by the tenderer and may reject the tender(s) as unacceptable without any reference to the Tenderer(s) or may ask the Tenderer to withdraw any or all such stipulations before awarding the contract and in the event of his refusals to do so, may not accept his tender.
- (b) In case, any special conditions and/or stipulations are made by the Tenderer, he shall also indicate, along with such conditions/stipulations, the cost of withdrawal of the same. The accepting authority reserves the right, either to accept the conditions/stipulations made by the tenderer or the cost thereof, at its sole discretion. If such cost is not indicated, it will be construed that the tenderer(s) is not in a position to withdraw these conditions at any cost and the tender may be adjudged accordingly without any reference to the tenderer(s).

36.0 CLAIMS

The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" certificate in favour of the Railway, in such form as shall be required by the Railway the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by "No Claim" certificate or demanding a clearance to arbitrating in respect thereof under clause 43(2) of GCC2001

The Railway shall not be liable to the contractor for a any matter arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the maintenance certificate under clause 50(1) of GCC.2001

37.0 ARBITRATION:

Matters in question of all the differences and disputes arising between the Contractor and the Railway administration in connection with the performance of this contract or with regard to the contract shall be governed by the provision of Arbitration and Conciliation Act, 1996 (Act-26 of 1996) and the conditions pertaining to Arbitration as embodied in G.C.C. 2014 in so far as these are not repugnant to or inconsistent with the provision of Arbitration Act,1996 shall apply.

Witness:-

1)

Signature of Tenderer(s)

Date -

2)

FORM OF TENDERER

To
The President of India acting through
The Chairman, Railway Recruitment Board, Kolkata,
Metro Railway A.V.Complex, Chitpur,
Opp. to R.G.Kar Medical College & Hospital, R.G.Kar Road,
Kolkata-700037

Dear Sir/Sirs,

NAME OF WORK: HIRING OF ONE FULLY AIR CONDITIONED DIESEL VEHICLE
(TOYOTA/INNOVA, MAHINDRA/XYLO, SCORPIO, SWIFT DZIRE OR
SIMILAR TYPE FOR OFFICIAL USE OF CHAIRMAN, RRB/KOLKATA
FOR 1 YEAR (12 MONTHS).

TENDER NO – RRB/KOL/CAR HIRING/18-19

1.0 WHEREAS the President of India acting through the Railway Recruitment Board, Kolkata administration and their authorized officers has invited sealed tenders for the above-mentioned work vide tender notice mentioned above.

2.0 AND WHEREAS I/We _____ have read the above tender notice, have purchased this tender document / down loaded the tender document from website, have carefully read and understood the same, have visited the site and have satisfied myself/ourselves as to the nature of the work and site conditions.

3.0 AND WHEREAS My/Our address for all communications herein after shall be as under:

PIN CODE -

4.0 AND WHEREAS I/We forward a sum of Rs. _____ towards the Earnest Money in one or more of the following form.
(Note - Strike out which is not applicable).

(a) Deposit in cash with the Chief Cashier, Eastern Railway, 17, N S Road, Kolkata-700 001 / Eastern Railway and enclose herewith the Money Receipt No. _____ dated _____ obtained therefrom for a sum of Rs. _____.

(b) FDR/Banker's Cheque / Demand Draft No _____ for a sum of Rs. _____ in favour of the Financial Adviser and Chief Accounts Officer, Eastern Railway, Kolkata – 700001. duly endorsed as 'Accounts payee' valid upto _____. Address of the issuing Bank is P.O.- Dist.- PIN -

- 5.0 AND WHEREAS I/We state that in the event of this tender being unsuccessful, the aforesaid earnest money deposited by me/us may be refunded to me/us as per extent rule.
- 6.0 AND WHEREAS I/We hereby signed this tender document by virtue of legal authorities vested with me/us to enter into commitment on behalf of the tenderer, documentary support whereof is enclosed herewith.
- 7.0 AND WHEREAS I/We have read and understood this tender documents and agree to abide by the various terms and conditions contained therein. I/We also agree to keep the offer open for acceptance for a period of 120 days from the date of opening of the Bid and in default hereof, I/We will be liable for forfeiture of my/our earnest money.
- 8.0 Now, therefore I/We hereby submit this tender and offer to do the work for the Railway Recruitment Board,Kolkata at the rates quoted in the attached schedule and hereby bind myself/Ourselves to complete the entire work in the permitted period through the Letter of Acceptance of this tender.
- 9.0 And I/We agree to abide by the General Conditions of Contract –2014, read with all correction slips issued thereto from time to time, and to carry out the works according to the special conditions and works as laid hereunder in various chapters of this tender document.
- 10.0 And I/We have understood and accept the stipulation that full value of the earnest money shall stand forfeited without prejudice to any other right or remedies if -
 1. I / We do not submit the performance Guarantee for the works within stipulated period as per LOA, or
 2. I/We do not execute the contract documents, in case my/our Tender is accepted, within 7 days after receipt of Notice issued by the Railway that such documents are ready or
 3. I/We do not commence the work, in case my/our Tender is accepted, within 15 days after receipt of LOA or as demanded indicated in Chapter VII para 3
- 11.0 And until a formal agreement is executed, acceptance of this Tender shall constitute a binding contract between us subject to modification as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Date: _____

Signature of the tenderer
Seal of the tenderer

Witness:

1. Signature _____
Name & Address _____
2. Signature _____
Name & Address _____

**MANDATE FORM
[ECS / NEFT]**

[Tenderer option to receive payment through ECS / NEFT]

1. **Detail of Tenderer:**

a)	Tenderer name	
b)	Tenderer code	
c)	Tenderer address	
d)	Tenderer Mobile No. (for SMS alert reg. payment etc.) and E. mail, if any	

2. **Particular of Bank account:**

A)	Name of the bank	
B)	Name of the branch Address with PIN Code No. Telephone No.	
C)	9-digit code number of the bank and branch appearing on the MICR Cheque issued by the bank	
D)	Type of the account (S.B. Current or cash credit) with code	
E)	Ledger and ledger folio number	
F)	Account number (as appearing on the Cheque book)	
(Please attach a blank cancelled Cheque or photocopy of a Cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)		
G)	IFSC Code (For RTGS Account)	
H)	PAN NO	

3. **Declaration** : - I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold Railway Recruitment Board, Kolkata responsible. I have understood the proposal and agree to discharge the responsibility expected of me as a participant under the scheme.

Date:

Signature of Tenderer(s)

Certified that the particulars furnished above are correct as per our records.

Bank's stamp

RAILWAY RECRUITMENT BOARD : KOLKATA

TENDER NO – RRB/KOL/CAR HIRING/18-19

NAME OF WORK: HIRING OF ONE FULLY AIR CONDITIONED DIESEL VEHICLE (TOYOTA/INNOVA, MAHINDRA/XYLO, SCORPIO, SWIFT DZIRE OR SIMILAR TYPE FOR OFFICIAL USE OF CHAIRMAN, RRB/KOLKATA FOR 1 YEAR (12 MONTHS).

SCHEDULE OF ITEMS**SCHEDULE-A****TENDERERS ARE REQUESTED TO QUOTE THEIR RATES HERE UNDER**

SI No	Description of Work	Unit	Quantity	Rate in Figure and in Word (in Rs)	Total Cost (in Rs)
1	Hire charges for supply of one suitable air conditioned diesel vehicle (Toyota/Innova, Mahindra/Xylo, Scorpio, Swift Dzire or similar type for official use of Chairman, RRB/Kolkata. Rate should be included cost of all taxes, license fees, permit, Driver's wages, repair and maintenance cost, insurance cost etc. complete in all respect.	Per Month	12 months (twelve Months)		
2	Running expenses per Km. of usage of the vehicle on any type of road in kucha/pucca in cities/villages etc. as directed by the Railway Officials. The rate should also include paying all taxes, licence fees, permit, pollution certificate etc. complete in all respect.	Per Kilometer.	24000KM (Twenty four thousand) Kilometer		
3	Grand Total (in figure & word)				

Signature of Tenderer (s)
Date:

Witness:

1.

2.

General Notes:-

1. All material whatsoever, including engine oil, consumables shall be supplied by the Contractor.
2. The rates are inclusive of salary & other benefit admissible to the drivers, helpers if any, Diesel, lubricant & others as and when required for running or during vehicle repairs, maintenance etc.
3. The rates of hire are inclusive of road tax, toll tax, Govt. levis & other levies & charges for inspection certificates as per statutory requirements from time to time.
4. The evaluation of offer will be determined considering an average running 24000 KM per year per vehicle i.e. 24000 KM for 1 year per vehicle.
5. Description of the vehicle i.e. (a) make (b) registration no. (c) year of manufacture (d) driver's name and license no. (e) copy of road tax clearance token (f) fitness certificate (g) reference of blue book will be required to be submitted along-with the offer or if the tenderer intends to purchase a new vehicle he should present the new vehicle along with all relevant documents within 15 days from date of issue of letter of acceptance and he should give such a declaration along with the offer itself.

Signature of Tenderer(s)

Date:

Witness:

1.

2.

RAILWAY RECRUITMENT BOARD : KOLKATA
SCHEDULE 'B' (REBATE)

TENDER NO – RRB/KOL/CAR HIRING/18-19

NAME OF WORK: HIRING OF ONE FULLY AIR CONDITIONED DIESEL VEHICLE
(TOYOTA/INNOVA,MAHINDRA/XYLO,SCORPIO,SWIFT DZIRE OR
SIMILAR TYPE FOR OFFICIAL USE OF CHAIRMAN,RRB/KOLKATA FOR
1 YEAR (12 MONTHS).

(TENDERERS ARE REQUESTED TO QUOTE THEIR REBATE, IF ANY,)

_____ % (In figures) _____
% (In words) as a lump sum rebate on items of all Schedules.

- NOTES** (1) If any tenderer wishes to give any rebate on the rates on quoted by him, the same can be filled by him.
- (2) It is to be noted that such rebate if offered, shall apply on the rates quoted for all the items in all the schedules of the tender documents. Such a rebate shall be totally unconditional.
- (3) In case a tenderer does not wish to give any rebate, he should write 'NIL' (in Rate Index). In case nothing has been filled in by the tenderer, it will be treated as 'NIL' and shall be so recorded in the blanks at the time of opening of the tender by the officials opening of the tenders.
- (4) If any tenderer gives any type of conditional rebate, such rebate shall not be considered for evaluation of the tender.

Witness :-

Signature of Tenderer/s

1.

Dated:

2.

OFFICE OF THE CHAIRMAN, RAILWAY RECRUITMENT BOARD, KOLKATA
METRO RAILWAY A.V.COMPLEX, CHITPUR,
OPP. TO R.G.KAR MEDICAL COLLEGE & HOSPITAL, R.G.KAR ROAD, KOLKATA-700037

TERMS & CONDITION OF CONTRACT FOR HIRING OF VEHICLE

1. The rate includes all major/minor repairs, servicing of vehicle, pollution control, cost of lubricants and all other consumable required from time to time, Driver's salary and allowances, all taxes, duties, incidental charges, penalties etc. as imposed by central/state/local Govt. Bodies for running of vehicles, statutory recovery on account of GST, income tax and other taxes as applicable shall also be made from running accounts bill.
2. If the vehicle is out of order an alternative vehicle in good shape will be temporarily made available to the railway, failing of which vehicle will be hired from the open market and actual payment made for it along **with token penalty of Rs.1,000/- per day will be recovered from the dues payable to the contractor in addition to non-payment of hiring charges for the period of break down/non availability of vehicle.**
3. a) The vehicle should be available to the railway with driver, fuel, engine oil etc. normally from 08-30 hrs. to 20-30 hrs. on all days of week irrespective of holidays.

b) However in case of urgency, the driver should be able to report for duty with the vehicle within one hour as and when needed for which telephone contact should be provided by the contractor, in which case the duty hours and timing may vary as per requirement of railway and contractor shall not have any claim over that. Duty hours shall start from the time driver with vehicle report to officer-in-charge and will end at the time when driver of vehicle is discharged off by the officer-in-charge.

c) However, total kilometer run of the vehicle shall be measured from the **Reporting location** as starting point and end point.
4. No accommodation and garage facilities will be provided by the railway to the driver and for vehicle. Contractor has to make his own arrangement for these facilities. However, in special cases when the vehicle is required at late hours of night or early hours of morning, railway may provide accommodation if available, for the vehicle only.
5. The contractor shall be completely responsible for safe running of vehicle. The railway will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver. Also Railway will have no responsibility for third party claim out of accident caused by the vehicle being taken on hire.

6. Driver of the vehicle shall maintain a log book indicating the following particulars therein (a) date (b) time (c) from and to (d) KM (e) name of the Railway official using the vehicle (f) signature of the Railway official (g) remarks.
7. Payment of hire charges will be made monthly after the verification of log book as necessary by the Railway official, after deducting security deposit as per extant Railway rule.
8. Description of the vehicle i.e. (a) make (b) registration no. (c) year of manufacture (d) driver's name and license no. (e) copy of road tax clearance token (f) fitness certificate (g) reference of blue book will be required to be submitted along-with the offer or if the tenderer intends to purchase a new vehicle he should present the new vehicle along with all relevant documents within 15 days from date of issue of letter of acceptance.
9. Minimum wages shall be paid to the driver and other statutory obligation should be met by the contractor of his own cost.
10. The driver should have a valid driving license and the vehicle should be insured against accident etc. as per rules and statutory obligation.
11. **INDEMNITY:**
 - (a) The contractor shall at all times indemnify the Railway administration against all claims, which may arise due to accident or otherwise or due to the breach of the terms, and condition mentioned herein and/owing to any sort of act of omission/commission on the part of the contract during the currency of the contract.
 - (b) The contractor shall further indemnify the Railways for any sort of omissions or commissions by the contractor with regard to provisions of West Bengal Motor Vehicles Act.
 - (c) That, the contractor agrees to indemnify the Railway administration against all claims for compensation by or on behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the workmen's compensation act VIII of 1923 and the Railway administration will be entitled to deduct from any sum of money due or payable to the contractor the amount of compensation thus payable under the terms of section 12 of the said act. Together with all or any most incurred by the Railway administration in such connection and the contractor further agrees that the decision of the engineer-in-charge with respect the amount of such indemnify shall be accepted by him finally.
12. The model of vehicle to be supplied will be AIR CONDITIONED DIESEL VEHICLE (TOYOTA/INNOVA,MAHINDRA/XYLO,SCORPIO,SWIFT DZIRE OR SIMILAR TYPE FOR OFFICIAL USE OF CHAIRMAN, RRB/KOLKATA. The vehicle will be hired for 01 (one) year only.
13. The vehicle should be in good condition and preferably should not be older than 03(three) years at the time of opening of tender and should be confirmed to latest Auto emission and MV act regulations. The vehicle will be inspected by the representative of the Railways before acceptance. The Railway reserves the right to reject the vehicle offered if the same is found to be in unsatisfactory condition. The vehicle should conform to Bharat-IV norms.
14. The seats of the vehicle should have good and clean cloth covers (white colour), which must be cleaned and changed weekly; for this two sets of cover should always be available.

15. The driver should have a valid driving license and the vehicle should be insured against accident etc. as per rules and statutory obligations.
16. The driver should always carry his identity card and driving license. The driver should wear proper dress. The driver should be provided with effective means of communication (Mobile phone) with him so that he may be contacted any time and can be called as and when required. No extra payment will be made for this. He should assist officer in transportation handling luggage/ files/ materials as and when order/ instruction given.
17. The vehicle shall move as per the direction of controlling officer or other Railway official as per requirement. The contractor shall have no claim if the vehicle remains idle or whatsoever reason.
18. The driver should report for duty daily at least with 40 liter of Diesel oil in the oil tank of the vehicle.
19. The driver should report on duty with properly maintained vehicle in right time. In case of late reporting or reporting with improper vehicle suitable penalty of Rs 1000/- per instance will be deducted from submitted bill.
20. The contractor will ensure that the Kilometerage Meter of the Vehicle gives correct reading. Railway will be at liberty to check the same and the contractor will be bound to take corrective action, to the satisfaction of the Railway.
21. Preferably The Tenderer should submit credential for such type of works contract to Indian Railway. Any adverse report in credential will make their offer to be passed over.
22. The contractor should arrange vehicle to reach upto the destination in case of en-route failure of hired vehicle failing of which a penalty of Rs.1000/- in addition to the cost of hiring of new vehicle to reach destination will be deducted from the bill.
23. The driver of hired vehicle should have proper road knowledge of the local area (i.e. Kolkata, Howrah and Sealdah). Driver should not be changed frequently, for change of driver approval should be taken from the concerned Railway authority.

Witness:

Signature of Tenderer (s)

Date -

1.

2.

MODEL FORM OF PERFORMANCE BANK GUARANTEE BOND

GUARANTEE BOND

In consideration of the President of India (hereinafter called "the Government") having agreed to exempt _____ (hereinafter called "the said contractor(s)" from the demand, under the terms and conditions of an agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement"), of Performance Guarantee for the due fulfillment by the said Contractor(s) of the terms and condition contained in the Said Agreement, on production of a irrevocable bank Guarantee for ` _____ (` _____ only). We _____ (Indicate the name of bank)

(hereinafter referred to as "the Bank") at the request of _____ contractor(s) do hereby undertake to pay to the Government an amount not exceeding ` _____ against any loss or damage caused to or suffered or would be caused to or suffered by he Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ do hereby undertake to pay the amount due and (Indicate the name of bank) payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the 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 ` _____

3. We undertake to pay the Government any money so demand notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding 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 _____ further agree that the guarantee (Indicate the name of bank) 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 Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till (Name of the Office/department) Ministry of Railways certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand of claim under the guarantee is made on us in writing on or before the (Date of completion + 6 months thereafter) we shall be discharged from all liability under this guarantee thereafter.

5 We _____ further agree with
(Indicate the name of bank)

the government that the Government 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 said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government 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 being granted to the said Contractor(s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect 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 _____ lastly undertake not to revoke this
(Indicate the name of bank)
guarantee during its currency except with the previous consent of the Government in writing.

Date the _____ day of _____ .2016
For _____

"End of the Document"