



RAILWAY RECRUITMENT BOARD KOLKATA

TENDER DOCUMENT

OF

TENDER NOTICE NO. RRB/11-12/1

TENDER NO. RRB/KOL/CAR HIRING/11-12 Dated. 02.08.2011

NAME OF WORK : "HIRING OF ONE TATA SUMO/MAHINDRA SCORPIO ,BOLERO /CHEVROLET TAVERA OR SIMILAR (DIESEL) AC VEHICLE FOR OFFICIAL USE OF RRB/KOLKATA" for 12 (Twelve) months.

Cost of Tender document:- Rs. 1000/-

OFFICE OF THE

RAILWAY RECRUITMENT BOARD

METRO RAILWAY AV COMPLEX , KOLKATA - 700 037

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. Tenderers 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.

CHAPTER-I

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

Tender Notice No. RRB/11-12/1.

Tender No. RRB/KOL/CAR HIRING/11-12

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 the work:

“HIRING OF ONE TATA SUMO/MAHINDRA SCORPIO ,BOLERO / CHEVROLET TAVERA OR SIMILAR (DIESEL) AC VEHICLE FOR OFFICIAL USE OF “RRB/KOL” for 12 (Twelve) 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 above-mentioned 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 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.

For CHAIRMAN

- d) Please note that if any change/addition/deletion with mala fide 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.
- e) Online form is provided for the potential bidders for filing in, after which the tender document should be downloaded or the blank tender document may be downloaded and may be filled up legibly before submission of the offer.
- 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 pages as detailed below.

Chapter No.	Nature of document	Page Reference
I	Forwarding letter detailing salient features of the tender	2-4
II	Tender Notice	5-6
III	Condition of tender and instruction to tenderer(s)	7-13
IV	Special condition of Contract (General)	14-17
V	Form of tender	18-20
VI	Schedule of work	21-22
VII	Special conditions of contract for Hiring of Vehicle	23-25
	Annexure 'A' Proforma of Performance Guarantee	26-27

- 6.0 The entire 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 TATA SUMO/MAHINDRA SCORPIO, BOLERO / CHEVROLET TAVERA OR SIMILAR (DIESEL) AC VEHICLE FOR OFFICIAL USE OF RRB/KOL" for 12 (Twelve) months.
- 8.0 Approximate cost of the work: Rs. 2,95,980/-
- 9.0 Date of opening of tender document : 01.09.2011
- 10.0 **Opening of the tender:** The tender will be received/dropped in the office/tender box of the RRB/Kolkata up to the date of opening indicated above till 12.00 hrs when the tender box would be closed, and will be opened on the same day at 12.30 hrs in presence of the Tenders 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. 5920/-**
- 12.0 **Validity of the tender:** A tenderer shall keep **his tender open for a period of 120 days** from the date of opening of the tender.

For CHAIRMAN

13.0 **Period of Completion : 12 (Twelve) Months**

The successful Tenderer shall complete the entire work within the period specified in the tender notice. The period starts from the date of issue of 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 8 of chapter IV** of the tender document dealing with such provisions.

All tenderers may note that there is a change from the earlier tenders for the conditions governing Earnest money, Security Deposit, Performance Guarantee etc., from what was earlier provided in Railway contracts. To avoid any inconvenience later, the contractors are advised to carefully go through this tender document before tendering.

Enclosure: Tender document
Total 27 pages.
Including cover page.

Yours faithfully,

Signature of Tenderer

**For CHAIRMAN
RAILWAY RECRUITMENT BOARD
Kolkata**

CHAPTER-II**Railway Recruitment Board****Tender Notice No. RRB/11-12/1**

Sealed open tender is invited for and on behalf of the President of India from reputed contractors with sufficient experience, financial capability and having proper and requisite resources and experience for the following works:-

Sl. No.	Name of work	Approx. Value (Rs.)	Cost of Tender Documents (Rs.)	Earnest Money (Rs.)	Completion Period	Date of Opening of tender documents
1.	“HIRING OF ONE TATA SUMO/ MAHINDRA SCORPIO, BOLERO /CHEVROLET TAVERA OR SIMILAR (DIESEL) AC VEHICLE FOR OFFICIAL USE OF “RRB/KOLKATA” for 12 (Twelve) months	2,95,980=00	1,000=00	5,920=00	12 (Twelve Months)	01.09.2011

2. Detail scope of work is available in the tender documents.
3. Tender Documents (non-transferable) embodying terms and conditions can be obtained from the office of the Railway Recruitment Board/Kolkata-37 on any working day on and from 03.08.2011 at 11.00 hrs to 16.00 hrs up to a working day earlier to the date of opening. For purchasing Tender Document, its cost as mentioned above, should be deposited with the Chief Cashier, E.Rly, 17, N. S. Road, Kolkata-700001 between 11.00 hrs and 14.00 hrs and receipt obtained which should be deposited to the undersigned towards the cost of Tender Documents.
4. The Tender Documents will also be available on Website "www.rrbkolkata.org". This facility is available during the above mentioned period and the same can be downloaded and used as tender documents for submitting the offer. This facility is available free of cost. However, a Demand Draft (which should be drawn in **f/o FA&CAO/E.Rly/Kolkata**) towards the cost of Tender Document as prescribed above will have to be enclosed along with the Tender Document while submitting the same. 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.
5. In case the Tenderer wishes to obtain tender document by post, the cost of the Tender Document mentioned above plus a sum of Rs. 100/- (Rupees one hundred) only should be sent by money order to Chief Cashier, Eastern Railway, 17, N S Road, Kolkata-700001. After receipt of the remittance, the undersigned shall send the tender documents by post to the Tenderer. The Railway takes no responsibility for delay, loss, damage or non-receipt of Tender Documents sent by post.

For Chairman

6. The Tenderers are advised to acquaint themselves with the conditions and expected quantum of works in their own interest before submitting their offer. For this, the Tenderer should contact Office of Railway Recruitment Board Kolkata-37.
7. The Tender must be accompanied with the prescribed amount of Earnest Money as mentioned above in acceptable form as mentioned in the Tender Documents. Adjustment of Earnest Money submitted with earlier Tender or accepted Tender shall not be done and Tender received without prescribed Earnest Money will be liable to be summarily rejected.
8. Tenders complete in all respects and with all documents as stated above should be deposited in the Tender Box kept in the **office of Railway Recruitment Board Kolkata-37.**
9. The tender will be received in the office of **Railway Recruitment Board Kolkata-37 up to 12.00 hrs on the date of opening indicated above and opened on the same day at 12.30 hrs.** in presence of the tenderers or their authorized representative, who wish to remain present. Tenders duly sealed in the prescribed manner as above can also be sent through registered post so as to reach in this office not later than 12.00 hrs on the aforesaid date.
10. In case the date of opening mentioned above is declared a holiday, on any account, the said date shall automatically be substituted by the next working day.
11. Railway reserves its right to either cancel the tender or reject any or all the tenders without assigning any reason thereof.

For Chairman
RRB, Kolkata

CHAPTER – III

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

Tender No. RRB/Kol/Car Hiring/11-12

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.
2. **BOOKS OF REFERENCE** : These tender documents are to be read with the books:
 - (i) "Eastern Railway Engineering Department – General Conditions of Contract – 2001" as amended by up-to-date correction slips termed GCC 2001.
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. **TENDERER'S POSTAL ADDRESS**:
 - 4.1 Every tenderer shall state in the tender, his postal address fully and clearly in chapter-V - :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.
 - 4.2 **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.

For Chairman

5. **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 therewith, 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 attorney duly authorize by all of the should sign the tender documents and all other concerned documents.
- (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.
6. **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.
7. **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 Eastern Railway or in the case of partnership firm/or company incorporated under the Indian Company law, should any partner(s)/Director(s) or relative(s) or 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.
8. **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 this 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 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.

9. **TIME OF 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 of issue of letter of acceptance.

10. **EARNEST MONEY:**

10.1 The total Earnest Money as mentioned in clause 11.0 of Chapter-I and to be deposited with this tender is as stated in clause 18 of Chapter-III of these documents, in any of the forms mentioned in these documents.

11. **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.

12. **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) (i) Earnest Money deposited in cash shall be refunded by a cheque drawn in favour of the tenderer and sent to him by Registered Post at the address of the tenderer given by him in the "FORM OF TENDER" contained as Chapter 'V' of the tender document. The cheque may be drawn on Reserve Bank of India at Kolkata or Patna or on State Bank of India at Varanasi, Garhwa, Daltongunj, Dhanbad, Rampurhat or Ranchi, as indicated by the tender(s) in the aforesaid "FORM OF TENDER".

(ii) In case of the Earnest Money deposited through other instruments, the relevant instruments, duly released shall be sent to the tenderer(s) at the address given by him in this tender documents, by Regd. Post A/D.

(iii) The Railway shall not be responsible for any postal delays or other causes beyond its control.

For Chairman

13. **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 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-16, sub-clause(s) 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 or handing over of the site, whichever is late, the provisions contained in clause 62 of GCC-2001 shall be applicable.

14. **MODE OF PAYMENT:**

The total Earnest Money as stipulated in these documents shall be paid by the tenderer in any one of the following, and no other, forms:

- (a) Deposit in cash with Chief Cashier/Eastern Railway, Kolkata and to attach the money receipt obtained thereof with the tender documents.
- (b) Deposit Receipt or pay orders or demand draft from the State Bank of India or from any of the Nationalised Banks drawn in favour of Financial Adviser and Chief Accounts Officer/E.Rly, (17, N.S.Road, 1st floor, Kolkata-700001) and endorsed "Account Payee" and valid for a period of 6(six) months from the date of opening of the tender. (Clause 18 i.e. submission of Tender may also be seen).

15. **TENDER WITHOUT EARNEST MONEY** : Tender(s) not accompanied by full earnest money, in the requisite manner, as aforesaid, shall under no circumstances be entertained and will summarily be rejected at the time of opening itself without further reference to the tenderer(s).

16. **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 shall not leave any space blank, where he is expected to make an entry.

For Chairman

- (d) 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 under clause 62 of the GCC-2001 shall be applicable.
- (e) 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.

17. **QUOTATIONS OF RATES :**

- 17.1 The quantities involved in the work covered by this tender, are given in the Schedule enclosed with these documents and as approximate submission of this tender shall be deemed to have been done after careful study of the tender documents, with full understanding of the implications thereof.
- 17.2 The Railway Administration reserves the right to modify any or all the schedules whether it is to increase or to decreases the scope of the work including deletion of any items) 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 and the accepted rates thereof, and not on the quantities mentioned in various schedules.
- 17.3 **RATES TO INCLUDE ALL TAXES** : The rates quoted shall be inclusive of all taxes leveiable by Central or State Govt. or by any Municipal/Local or any other body at payment or during/after execution of work.
- 17.4 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.

For Chairman

17.5 **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.**

18. **SUBMISSION OF TENDER**

Tender must be placed in sealed envelop superscribed 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 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 superscribed 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 above 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 be rejected and rates quoted will not be read out. The earnest money should be in cash (Money Receipt to be attached) or in any of the following forms:-
 - (a) Deposit receipts, Pay Orders, Demand Drafts. These forms of earnest money could be either of the State Bank of India or of any of the nationalized Banks. No confirmatory advice from the Reserve Bank of India will be necessary.
 - (b) Deposit receipts executed by the scheduled Banks (other than State Bank of India and the nationalized Banks) approved by the Reserve Bank of India for this purpose. The Railways will not, however, accept deposit receipt without getting in writing the concurrence of Reserve Bank of India.
- (iv) Late tenders/delayed tenders: Offers shall be dealt with as per extant rules of Railways, and the tenderer(s) shall have no right of consideration of such a tender.

For Chairman

19. **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).
20. **NEGOTIATION:**
- 20.1 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.
- 20.2 L-1 should be defined as the lowest, valid, eligible and technically acceptable tenderer.
- 20.3 **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 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.
21. **ACCEPTANCE OF TENDERS:**
- 21.1 The authority for acceptance of this tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest or any other tender. The Railway reserves the right to cancel the tender, accept a tender in whole or in part or reject any tender or all tenders. No tenderer shall demand any explanation for such cause of rejection of his tender nor the Railway undertakes to assign reasons for declining to consider or reject any particular tender.
- 21.2 The Railway reserves the rights to split the work without any reference to tenderer and may divide this tender to more than one tenderer, if deemed necessary.
22. **LETTER OF ACCEPTANCE:**
- 22.1 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. 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.
- 22.2 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 20.1 above.
- 22.3 Vehicles and equipments of contractors can be drafted by Railway Administration in case of accidents/natural calamities involving human lives.

Witness:

1. _____ Signature of Tenderer(s)

2. _____ Date:

For Chairman

SPECIAL CONDITON OF THE CONTRACT (General)

1. **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.

2. The contract shall be governed by the provisions of the GCC-2001 modified to the extent of provisions of these documents.

3. **COMMENCEMENT OF WORK**

The contractor will commence the work within 10 days from the date of issue of the letter of acceptance of the tender, failing which full value of the Earnest Money may be forfeited and contract terminated.

4. **AGREEMENT**

- i) The Railway shall prepare the agreement and intimate the contractor of its preparations whereupon the contractor shall sign the same within seven days of the receipt of the intimation.
- ii) The agreement can be drawn only after the contractor deposits the amount of performance guarantee as per clause 8 he requisite form.
- iii) This contract agreement shall be entered into by the Railway with the Contractor(s) on the explicit understanding that the contractor(s) shall abide by all the conditions of these documents and that their implications had been fully understood by the contractor before tendering for this work.

5. SECURITY DEPOSIT BY CONTRACTOR

5.1 The contractor shall furnish total Security Deposit including E.M. deposited, at the rate mentioned in clause 16(2) of the GCC:-2001.

Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under :-

- (a) Security Deposit for each work should be 5% of the contact value.
- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD ETC. shall be accepted towards Security Deposit.
- (d) Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority. The certificate, inter alia, should 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 should be obtained.

5.2 No interest will be payable upon the Earnest Money and Security Deposit as per clause 5.1 above.

For CHAIRMAN

6. **RECOVERY OF INCOME TAX**

Income Tax @ 2% (Two percent) of the gross amount of the each bill will be recovered from all the bills of the contractor in terms of section 194 c of the Income Tax Act, 1961 as introduced through the Finance Act -1972. A surcharge @ 15% (fifteen percent) on the amount of income Tax so deducted will also be recovered from the contractors bills.

7. SCOPE OF WORK & PAYMENTS THEREOF :

(I) The Railway reserves the right to get the work executed in the best and most economical manner, and may add or may not operate any item(s) of works) as the Railway may consider fit.

7.2 Payment to the contractor will be made through Electronic Fund Transfer to specified bank account as per detail in the EFT mandate form enclosed in Annexure-B. Please note that unless EFT mandate form is submitted, no payment will be released.

8. PERFORMANCE GUARANTEE

The procedure for obtaining Performance Guarantee is outlined below :-

a) The successful bidder/Contractor should give a Performance guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value, in accordance with Proforma attached at Annexure -A.

The successful bidder may give performance Guarantee amounting to 5% of the contract value in any of the following ;

- (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 Bank
- (v) Guarantee Bonds executed or Deposit Receipts tendered by all Scheduled Banks.
- (vi) A Deposit in the Post Office Savings Bank.
- (vii) A deposit in the National Savings Certificates.
- (viii) Twelve Years National Defence Certificates.
- (ix) Ten years Defence Deposit.
- (x) National Defence Bonds, and
- (xi) Unit Trust Certificates at 5 percent below market value or at the face value whichever is less.

Also FDR in favour of FA&CAO/E. Rly, (free from any encumbrance) may be accepted.

- (b) The performance Guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and should be valid up to expiry of the maintenance period. The agreement should normally be signed within 15 (fifteen) days after the issue of LOA and Performance Guarantee should also be submitted within this time limit.
- (c) Performance Guarantee shall be release after satisfactory completion of the work and maintenance period is over. The procedure for releasing should be same as for Security Deposit. The maintenance period of this work is 6 (six) months.
- (d) Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be encashed and the balance work should be got done separately.
- (e) The balance work shall be got done independently without risk and cost of the original contractor.

- (f) 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.

9. **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 contractor for 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 GCC2001.

10. **ARBITRATION**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be referred by the contract to the Railway and same will be dealt under clause 63 to 64(7) of GCC-2001.

Witness :

Signature of Tenderer(s)

1.

Date: _____

2.

Annexure - 'B'

EFT MANDATE FORM

FROM:

Date:

To,
FA&CAO,
Eastern Railway,
KOLKATA.

Sub:- Willingness to Receive Payment through RBI's EFT System

We refer to the Electronic Fund Transfer (EFT) System being set up by Eastern Railway, Kolkata for remittance of our payments using RBI's EFT scheme and confirm that we are agreeable to our payments being made through the above scheme to our under noted Account:

NAME OF ORGANISATION AND ADDRESS :

MICR CODE OF BANK :

BANK NAME :

BRANCH NAME :

BANK ADDRESS :

BRANCH TELE/FAX NO. :

BANK ACCOUNT NO. :

IFSC NO. :

TYPE OF ACCOUNT :

A Xerox copy of the cheque leaf is attached herewith for necessary action at your end.

Enclo: As stated above

Signature & Stamp

Confirmed by Bank

For Chairman

CHAPTER-V

LETTER OF APPLICATION BY THE TENDERER

FORM OF TENDERER

Tender No. _____
From:

Dated:

Full Address:

To, Chairman,
Railway Recruitment Board/Kolkata
Metro Railway A.V.Complex, Chitpur,
(Opposite to R.G.Kar Medical College & Hospital)
R.G.Kar Road, Kolkata-700037

Name of work : "HIRING OF ONE TATA SUMO/MAHINDRA SCORPIO, BOLERO /CHEVROLET
TAVERA OR SIMILAR (DIESEL) AC VEHICLE FOR OFFICIAL USE OF
RAILWAY RECRUITMENT BOARD/KOLKATA FOR 12 (TWELVE) MONTHS.

WHEREAS the President of India acting through the Railway Administration and their
authorized officers have invited sealed tenders for the above mentioned work.

2. AND WHEREAS I/We,

have read the Tender

Notice pertaining to the aforesaid Tender

3. AND WHEREAS I/We,

Have obtained these

tender

Documents from Railway Recruitment Board/Kolkata.

4. AND WHEREAS I/We,

For CHAIRMAN

Have perused these tender Documents and have visited the site and have satisfied ourselves as to the nature of Work and the site condition.

5. AND WHEREAS I/We,

Forward a sum of Rs. _____ towards the Earnest Money in one or More of the following forms :-

*(i) Deposit in cash with Chief Cashier/Eastern Railway and attach herewith the money receipt No. _____ dated obtained there from.

*(ii) Deposit receipt, or Pay Order, or Demand Draft from _____ Bank for a sum of Rs. _____ in favour of Financial Adviser & Chief Accounts Officer/Eastern Railway and endorse Account Payee and valid upto

6. AND WHEREAS I/We,

Understand that the above mentioned Total earnest money has been deposited subject to the stipulation made in this tender document.

7. AND WHEREAS my/our address for all communication shall be as under :-

8. AND WHEREAS I/We, _____ state that in the event of this offer being unsuccessful, the aforesaid total Earnest Money deposited by us may be refunded to us by a Cross Cheque on the bank and its branch mentioned below :-

- (i) State Bank of India/Daltonganj
- (ii) State Bank of India/Varanasi
- (iii) State Bank of India/Dhanbad
- (iv) State Bank of India/Rampurhat
- (v) Reserve Bank of India/Kolkata
- (vi) Reserve Bank of India/Patna
- (vii) State Bank of India/Ranchi
- (viii) State Bank of India/Garwah

OR

Through EFT as per detail furnished in EFT mandate form at Annexure 'B' of this Tender Document.

For Chairman

9. AND WHEREAS I/We, _____ hereby sign those tender documents by Virtue of the legal authorities vested with me/us enter into commitment on behalf of the tenderer(s), documentary support where of is enclosed.

10. Now, Therefore, I/We,

Hereby submit these tender as an offer for doing the work defined in those documents at the rate quoted in the schedules contained herein and special conditions and rates given in the covering letter*.

11. It is certified that all the statements and documents being submitted with offer are true and correct.

12. It is certified that all the tender documents being submitted are the same as downloaded from the authorized website of Railway (Applicable for downloaded documents).

13. This application is made in the full understanding that:

- (a) The offer by the tenderer(s) will be subject to verification of all information submitted with this tender document.
- (b) Your Railway reserve the rights to:-
 - Amend scope and value of contract
 - Reject or Accept this offer(s) without any financial liability.

(*) **Strike out whichever is not required.**

**Signature of
Tenderer(s)
Date _____**

Witness on behalf of Tenderer.

1. Signature
Name & Address
2. Signature
Name & Address
3. Signature
Name & Address

For Chairman

5. Description of the vehicle i.e. (a) make (b) registration no. (c) year of manufacture (d) driver's name & licence no. (e) copy of road tax clearance token (f) fitness certificate 9g) 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.

Witness :-

Signature of Tenderer/s

Date :

1.

2.

For Chairman

CHAPTER VII

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

SPECIAL 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 consumables 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 service taxes and income tax 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 which vehicle will be hired from the open market and actual payment made for it along with token penalty of Rs. 1,000/- will be recovered from the dues payable to the contractor in addition to non-payment of hiring charges for the period of breakdown/non-availability of vehicle.
3.
 - a) The vehicle should be available to the railway with driver, fuel, engine oil etc., normally from 8.30 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 & end point.
4. The vehicle could be stationed at any station as per direction of RRB Officers or its representative.
5. 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.
6. 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.
7. 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.

For Chairman

8. Payment of hire charges will be made once in a month after the verification of log book as necessary by the Railway official, after deducting security deposit as per extant Railway rule.
9. 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.
10. Minimum wages shall be paid to the driver and other statutory obligation should be met by the contractor of his own cost.
11. The driver should have a valid driving license and the vehicle should be insured against accidents etc., as per rules and statutory obligation.
12. 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.
13. The model of vehicle to be supplied will be Tata Sumo/Mahindra Scorpio, Bolero /CHEVROLET TAVERA Or Similar(Diesel)AC Vehicle (diesel driven).
14. The vehicle will be hired for 12 months from the date of acceptance of the tender.
15. The vehicle should be in good condition and should not be older than 2 (two) 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 at least Bharat-II norms.
16. The seats of the vehicle should have good and clean cloth covers, which must be changed regularly.

17. The driver should always carry his identity card and driving license.
18. The driver should always wear proper dress.
19. 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.
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.

Witness :-

Signature of Tenderer/s

Date :

1.

2.

For Chairman

Non Judicial Stamp Paper of Rs. 100/-

Annexure – 'A'

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 conditions contained in the Said Agreement, on production of a irrevocable bank Guarantee for Rs. _____ (Rupees _____ only). We _____ (hereinafter referred to as "the Bank") at the request of _____ contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms & conditions contained in the said Agreement.

2. We _____ do hereby undertake to pay the amount due and 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 Rs. _____.

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 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.

For Chairman

5. We _____ further agree with 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 guarantee during its currency except with the previous consent of the Government in writing.

Date of the _____ day of _____ 200

For _____

"End of the Document"

For Chairman