

ISSUED TO

M/s. Sri _____

MR. No.

Dated:

NOT TRANSFERABLE

RAILWAY RECRUITMENT BOARD
NO.18, MILLER'S ROAD, BANGALORE-560046

Works Contract**Tender Form****Regulations for Tenders & Contracts****Conditions of Tender****Schedule of Rates & Quantities****TENDER NOTICE No. RRB/BNC/HOV/S-I/2015 – 2017/Work-I Dated 04/01/2015**

The Following schedules will be finalized as different contracts / agreements, hence separate tenderers are called for.

Name of the work I: Hiring of one diesel driven AC Car – (TATA Indigo, or similar) for the official use of Chairman, RRB for a period of 24 months.

Approximate Value **Rs.9,01,800/-**

Earnest money to be deposited **Rs.18,040/-**

Tender form Cost **Rs.1,135/-**

Last date and time for collection of document **30/01/2015 at 17.00 hrs**

Last date and time for submission of tender forms **04/02/2015 at 16.00 hrs**

Date and time for opening the tenders received **04/02/2015 at 16.30 hrs**

TENDER

To

The President of India
Acting through the
Chairman,
Railway Recruitment Board,
Bangalore.

1. I/We _____ have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I / We will be liable for forfeiture of my / our Earnest Money Deposit. I/We offer to do the works for Supply of one diesel driven AC Car – (TATA Indigo or similar) for the official use of Chairman, RRB for a period of 24 months at the rates shown in the Schedule and hereby bind myself/ourselves to complete the Contract period of 24 months from the date of acceptance of the Tender. I/We also hereby agree to abide by the General and Special conditions of Contract and to carry out the Contract as laid down by the Railway Recruitment Board for the present Contract.
2. A sum of Rs.18,040/- is herewith forwarded as earnest money deposit. The full value of earnest money shall stand forfeited without prejudice to any other rights or remedies if.
 - a) I / We do not execute the Contract documents within seven days after receipt of notice issued by the Railway that such documents are ready, or,
 - b) I / We do not commence the work within seven days after receipt of orders to that effect.
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicate in the letter of acceptance of my/our offer for this work.

SIGNATURE OF CONTRACTOR (S)

Signature of Witnesses

Date _____2015

Contractor/Contractors Address _____

1. _____

2. _____

Contract Agreement

For Supply of one diesel driven AC Car – TATA Indigo or similar for for the official use of chairman, RRB for a period of 24 months.

Contract agreement No. _____ articles of agreement made this _____ day of _____ 2015 between the President of India acting through The Chairman, Railway Recruitment Board, Bangalore (hereinafter called the Railway, which expression shall, unless the context does not so admit include his Successors and Assignees in Office of the one part and M/s. _____, herein after called the contractor, which expression shall unless excluded by the context include his heirs, Executors, Administrators, Successors and Assignees of the other part.

1. Whereas the contractor has agreed with the Railway for the performance of the work Supply of one diesel driven – AC Car – TATA Indigo or similar for for the official use of chairman, RRB for a period of 24 months. set forth in the Schedule thereto annexed up in the General conditions of contract and special conditions supplied along with the Tender Schedule.
2. The contractor has to Supply of AC Car – TATA Indigo or similar for for the official use of chairman, RRB for a period of 24 months. at the rates specified below:

Schedule –I (AC Car or similar)

- 1) Rs..... (Rupees ----- Only) per day with a provision of 1250 Kms per month.
- 2) Rs..... (Rupees ----- only) per Kilometer over and above 1250 Kms per month.
Taxes if any:
3. Contract is initially awarded for a period of 24 months, from the _____ day of _____ 2015 to _____ of _____ 2017. The Contract can be further extended for a specified period based on the requirement and necessity at the sole discretion of the Railway Administration.
4. The contractor has to pay security deposit of Rs..... (Rupees _____) after adjustment of Earnest money of Rs. _____ originally paid by the Contractor for due fulfillment of Contract. The Security deposit will be refunded only after the successful completion of the Contract period.
5. Any illegal article / material transported any time in the vehicle will result in termination of contract. The Security Deposit available will stand forfeited. No correspondence in this matter will be entertained.
6. In the event of any dispute or difference arising under the aforesaid conditions or in connection with this Contract (except as to the Special conditions), the same shall be referred to the Arbitration Tribunal. The Arbitral Tribunal consists of Gazetted Railway Officers to be appointed as Arbitrators by General Manager, South Western Railway, Hubli. The Gazetted Railway Officer to be appointed as Arbitrator, However, will not be one of those who had an opportunity to deal with the matters to which the Contract relates or who, in the course of his duties as a Railway servant, has expressed view on all or any of the matters under dispute or difference.
7. SCALE OF SECURITY DEPOSIT:

The Security Deposit / rate of recovery / mode of recovery shall be as under: -

- i. Security Deposit for each work should be 5% of the contract value.
- ii. The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
- iii. Security Deposits will be recovered only from the running bills of the contract and no other mode of collection such as BG, FD etc. shall be accepted towards Security Deposit.
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 who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. 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.
No interest will be payable upon the Earnest Money and Security Deposit or amount payable to the Contractor under the Contract.

8. PERFORMANCE GUARANTEE (P.G):

1. The successful bidder may give Performance Guarantee amounting to 5% of the contract value in any of the following forms: -
 - 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 Deposit Receipt tendered by all Schedule Banks;
 - vi. A deposit in the Post Office Savings Bank;
 - vii. A deposit in the National Savings Certificates;
 - viii. Twelve year National Defence Certificates;
 - ix. Ten year Defence Deposits;
 - x. National Defence Bonds and
 - xi. Unit Trust Certificates at 5 % below market value or at the face value whichever is less.

Also FDR in favour of Sr.DFM/SWR/SBC (free from any encumbrance) will be accepted.

2. 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 days and up to 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 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 the contract. The failed contractor shall be debarred from participating in re-tender for the work.
3. Performance Guarantee shall be released after satisfactory completion of the work and maintenance period is over. The procedure for releasing should be same as for Security Deposit,

4. 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,
5. The balance work shall be got done independently, without risk and cost of the original contractor,
6. 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.

Signature of Contractor
With address

Member Secretary
For and on behalf of Chairman
RRB, Bangalore

Signature of Witnesses with their address

Signature of Witnesses with their address

1.

1.

2.

2.

Regulations for Tender and Contracts to parties tendering for hiring of AC-Car with Driver

Meaning of Terms

Definitions:

1. In these Regulations for Tender and Contracts the following terms shall have the meanings assigned hereunder except where the context otherwise requires:
 - a) "Railway Recruitment Board - RRB" shall mean the President of Republic of India or the Chairman of the Railway Recruitment Board or of the successor Railway authorized to invite tenders and enter into contracts for works on his behalf.
 - b) "General Manager" shall the Officer in Administrative charge of the whole of South Western Railway
 - c) "Chairman" shall mean the officer-in-charge of the Railway Recruitment Board, Bangalore.
 - d) "Member Secretary" shall mean the Member Secretary of Railway Recruitment Board, Bangalore.
 - e) "Tenderer" shall mean the Person, the firm or company who tenders for the works with a view to execute the work on contract with the Railway and shall include their Personal representatives, successors and permitted assigns.
 - f) "Work" shall mean the works contemplated in the schedule set forth in the tender forms and description of contract and required to be executed according to specifications.
 - g) "Specifications" shall mean the specifications for Works, Railway Recruitment Board, issued under the authority of the Chairman or as amplified, added to or superseded by special specifications, if any, appended to the tender forms.
 - h) Schedule of Rates: Not covered under the Schedule of Rates - 2008 issued under the authority of the General Manager.
2. Singular and Plural: Words imparting the singular number shall also include the plural and vice versa where the context requires.
3. Interpretation: These Regulations for Tenders and contracts shall be read in conjunction with the General conditions of (Works) Contract of South Western Railway which are referred to herein and shall be subject to modifications, additions or supersession by special conditions of contract and / or special specifications, if any, annexed to the Tender Forms.
4. Contractor's: Credentials: The Contractor shall furnish the particulars regarding:

- a) His position as an independent contractor.
 - b) His capacity to undertake and carry out supply of vehicles satisfactorily, as vouched for by a responsible official of firm.
 - c) His financial position.
5. Omission Discrepancies: Should a tenderer find discrepancies in or omissions on any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all Tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
6. Earnest Money: (a) The tenderer shall be required to deposit a sum of Rs.18,040/- with the tender as a Earnest Money deposit for the due performance of the stipulation to keep the offer open till such date as might be specified in the tender. It shall be understood that the Tender document have been sold issued to the Tenderer and the tenderer is permitted to tender in considerations of the stipulation on his part, that after submitting his tender he will not refile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Chairman, Railway Recruitment Board, Bangalore. Should the Tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (b) The tenderer shall also be required to deposit a sum of Rs. _____ towards the Security Deposit. The sum mentioned in (a) above together with the sum mentioned in (b) above constitutes the Security Deposit. If his tender is accepted this Security Deposit will be retained as security for the due and faithful fulfillment of the contract in terms of Clause 16 of the General Condition of contract. The Security monies of other tenderers shall, save as herein before 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 nor be liable to pay interest thereon.
7. Care in submission of tenders: (a) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that all conditions liable to be encountered during the execution of the works, are taken into account and that the percentage / rates he enters in the tender form is / are adequate and all inclusive to accord with the provisions in clause 37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the officials.
- (b) When work is tendered for by a firm or company of contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf. The Railway will not be bound by any power of attorney granted by the tenderer or by change in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
8. Right of Railway to deal with tenders: The Railway reserves the right of not to invite tenders for any work or works to invite open or limited tenders, and when tenders are called, to

accept a tender in whole or in part or reject any tenders or all tenders without assigning reasons for any such action.

9. Execution of Contract Documents: The Tenderer whose tender is accepted shall be required to appear at the office of the Railway Recruitment Board in person, or if a firm or corporation, a duly authorized representative shall so appear and to execute the contract documents within seven days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted shall refuse to execute contract documents as herein-before provided, the Railway may determine that such tenderer has abandoned the contract and there upon his tender and the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damages for such default.

10. Form of contract documents: Every contract shall be completed in respect of the documents it shall constitute. Not less than 5 copies of the contract documents shall be signed by the competent authority and the contractor and one copy given to the contractor.

Place :

Signature of Tenderer/ Tenderers

Date :

General Instructions and Conditions of Tender to Parties Tendering for Hiring of AC- Car on hire basis.

1. No tender for the contract for Supply of one AC Car (Tata Indigo of similar)for the official use of Chairman, RRB at Bangalore for a period of 24 months, will be considered unless it is submitted in the prescribed form which can be purchased from the office of the Railway Recruitment Board, Bangalore.
2. All tenders must be forwarded to the Chairman, Railway Recruitment Board, No.18, Miller's Road, Bangalore-560046 in a sealed cover super scribed "Supply of one AC Car (Tata Indigo of similar)for the official use of Chairman, RRB at Bangalore for a period of 24 months, dated ----- --" so as to reach him not later than 16.00 hrs on 04/02/2015 Tenders received / deposited after the stipulated time and date will not be considered. The name and address of the tenderer should be clearly written on the envelope; sealed tender cover will not be received in person but should be dropped in the box especially kept for the purpose in Office of the Railway Recruitment Board, No.18, Miller's Road, Bangalore-560046. The tender box will be closed and finally sealed exactly at 16.00 hrs on 04/02/2015. Only those covers, which are correctly sealed, super scribed as Indicated above and Indicating the address of the tenderer on the envelope will be permitted to be dropped in the tender box.
3. With each tender must be attached an original money receipt for the sum of Rs.18,040/- in respect of the said contract towards Earnest Money Deposit which shall have to be paid to the Divisional Cashier (Pay), South Western Railway, Hubli / Bangalore / Mysore. The Earnest Money Deposit shall also be paid in the form of FDR, demand drafts, Bankers Cheques, Bankers pay order issued in favour of Sr.DFM, South Western Railway, Bangalore. Tenders not accompanied by a receipt of payment of Earnest Money Deposit to the Divisional Cashier (Pay), South Western Railway, Hubli / Bangalore / Mysore or DD / Bankers Cheque / Bankers Pay Order in favour of Sr.DFM, South Western Railway, Bangalore will not be considered and will be summarily rejected.
4. The successful tenderers or tenderer should commence the work immediately on issue of letter of acceptance and execute an agreement.
5. If the successful tenderer fails to take up the contract within the time stipulated by the administration i.e. 7 days from the date of receipt of the Letter of Acceptance, the contract will stand cancelled and the amount paid by him as Earnest Money Deposit along with the tender shall be forfeited.
6. Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the Tenderer/Tenderers in his/their entries must be attested by him/them.
7. The amount of tender should be legibly written in ink in figures and in words only. When there is discrepancy between the words and figures, the amount written in words shall be considered.
8. Tenders will be opened by the nominated Railway officials of Railway Recruitment Board, Bangalore in the presence of such of those Tenderers who choose to attend.

9. The Railway Recruitment Board, No.18, Miller's Road, Bangalore-560046 reserves the right to reject any or every tender without assigning reasons and does not bind himself to accept the lowest or any tender.
10. The Earnest Money Deposit amount of the unsuccessful tenderers will be returned after the tenders are disposed off.
11. The tenderer shall keep the offer open for a minimum period of 90 days from the date of opening of the tenders within which period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of this condition will make the tenderer liable for forfeiture of his Earnest Money Deposit as initial Security.
12. The Tenderer/Tenderers shall quote individual rate for each item given in schedules-I. The quantities shown in the attached schedules are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway accepts no responsibility for their accuracy, the Railway does not guarantee work under each item of the Schedule.
13. The works are required to be carried out for the period of 24 months from the date of operation of this contract.
14. If the tenderer/tenderers deliberately gives wrong information in his or their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.
15. If a tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
16. Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected.
17. The successful tenderer/tenderers shall be required to execute an agreement with the President of India acting through the Chairman, Railway Recruitment Board, No.18, Miller's Road, Bangalore-560046 for carrying out the work according to the General and Special Conditions of the contract as laid down by the RRB for the present contract.
18. The contractor shall pay the Sales Tax as leviable failing which it will be recovered from the running bills.
19. Should the Railway decide to negotiate with a view to bring down the rates the tenderer called for negotiations should furnish the following forms of declarations before commencement of negotiations.
"I _____ do declare that in the event of failure of the contemplated negotiations relating to Tender No. _____ opened on _____ my original tender shall remain open for acceptance its original terms and conditions."

20. Should a tenderer be Engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the Executive or Administrative capacity or whether holding a pensionable post or not, in the Engineering dept. of any of the Railways owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of his partners a retired Engineer or retired Gazetted officer as aforesaid or should a tenderer being an Incorporated company any such retired Engineer or retired Officer as one of its directors or should a tenderer in his employment has any retired Engineer or retired Gazetted officer as aforesaid, the full information to as the date of retirement of such Engineer or Gazetted officer from the said service and in cases where such Engineers or Officers has not retired from Govt. services at least two years prior to date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or Incorporated company, to become a partner or director as the case may be or to make employment under the contractor has been obtained by the tenderers or the Engineers or the Officer as the case may be from the President of India or any officer duly authorized by him in his behalf, shall be clearly stated in writing at the time of submitting the tender/tenders without the information above referred to or a statement to the effect that no such retired engineer or retired Gazetted officer is so associated with the tenderer as the case may be, shall be rejected.
21. Should a tenderer or contractor being an individual on the list of approved contractors, have a relative employed in Gazetted capacity in the Railway or in the case of a partnership firm or company incorporated under the Indian Company Law should a partner or a relative of the partner or a SHAREHOLDER or a relative of a SHARHOLDER be employed in Gazetted capacity in the Railway, the authority inviting tender shall be informed of the fact at the time of submission of tender, failing which the tender may be rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in Clause 62 of the General Condition of the Contract.
22. Sales Tax, Royalties and Octroi duties, if any, that may be payable under any Govt. Sales tax act or local bodies act or rules on any of the materials that may become necessary or supplied by the contractor, will be payable by the contractor.
23. Provision of contract labour (Regulation and Abolition) Act 1970 and Rules made thereof shall be applicable.
24. The contractor shall ensure the compliance with all laws, statutes and regulations concerning the contract including provision of minimum wages act 1948, Apprentices Act 1961, Payment of wages act 1936, Workmen's compensation act 1923, Abolition of child labour act 1986.
25. All vehicles to be supplied should have proper and valid certifications under taxi permits, vehicles not registered under the taxi permit are not to be supplied.
26. Insurance (Comprehensive) & Road Tax is to be updated.
27. The driver of the vehicle should have valid driving license.
28. The vehicle should have been registered in the year 2011 or later for work-II or thereafter, the vehicle should not have met with any serious accidents.

29. The tenderer should enclose along with their tender the Taxi permit and insurance papers of vehicles proposed to be engaged.

30. DEDUCTION OF INCOME TAX AT SOURCE:

In terms of new section 194-C inserted by the finance act 1972 in the Income Tax Act 1961, the Railway shall at the time of arranging payment to the contractor or sub-contractor (in the case of sub-contractor only when the Railway is responsible for payment of consideration to him under the contracts) for carrying out any work (including supply of labour for carrying out any work) under the contract be entitled to deduct income tax at source on income comprised in the sum of such payment.

The deduction towards income tax to be made at source from the payments due to non-residents shall be continued to be governed by section 195 of the Income Tax Act 1961. No Income tax will be deducted by the Railway on payment made for supply of materials where such value of supply portion is distinct and ascertainable such as supply of timber, tiles, bricks, ballast including track ballast. The deductions towards income tax to be made at the source from the payment due to non-resident shall continue to be governed by section 195 of the Income Tax Act 1961.

In terms of the Sales Tax Act of the Govt. of Karnataka, Maharashtra, Andhra Pradesh & Goa, the Railway shall at the time of arranging payment to the contractor for carrying out any work under the contract be entitled to deduct sales tax source on the value of the contract at the rate prescribed by State Govt. from time to time.

31. Period of completion: The Railway expects a resource full and experienced contractor should be able to complete the work in all respects in 24 months from the date of operation of tender.

32. It is hereby agreed that it shall be the duty of the contractor to keep himself informed of all corrections and amendments of the said General conditions of the contract made upto the date of execution of these present and no objection shall be taken by the contractor on the ground that he was not aware of such amendment and correct of the said general condition of the contract or to any of them.

33. Special Conditions for Variations in Contract Quantities

As per Railway Boards letter no. 2007/CE.1/CT/18 dated 28/09/2007, the procedure for variation in Contract Quantities given below:

33.1 In supersession of paras 5.3.6, 5.3.7 and 5.3.9 of Annexure-I of Boards letter No. 94/CE-1/CT/4 dated 17/10/2002, the procedure as detailed below shall be adopted for dealing with variation in quantities during execution of works contracts:

- i. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
- ii. In case of increase in quantity of an individual item by more than 25% of the agreement quantity is considered as unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender is considered not practicable, negotiations may be held with the existing contractor for arriving at reasonable rates for additional quantities an excess of 125% of agreement quantity.

- iii. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
- iv. No such quantity variation limit shall apply for foundation items.
- v. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (Single percentage rate or individual item rate).
- vi. For the tenders accepted at the Zonal Railways level, the variation in the quantities will be approved by the authority in whose powers the revised value of the agreements lies.
- vii. For tenders accepted by Chairman, Variations upto 125% of the original agreement value (even if the revised agreement value is beyond Chairman's competence to accept tenders) may be accepted by Chairman.
- viii. For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by Chairman.
- ix. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided.

Place:

Signature of Tenderer/ Tenderers

Date:

Railway Recruitment Board, No.18, Miller's Road, Bangalore-560046

RATE SCHEDULE

Name of the work I: Hiring of one AC Car – TATA Indigo or similar) for the Chairman, RRB at Bangalore for a period of 24 months.

Name of the Tenderer:

Schedule-I (One Diesel driven AC Car – Tata indigo or Similar)

Item	Description of item	Unit	Approx. Qty.	Name of vehicle proposed to supply	Rate	
					In figures	In Words
01	Hire charges for one diesel -AC Car – Tata Indigo or Similar (the vehicle should be registered in the year 2011 or later) with driver inclusive of cost of diesel, lubricating oil and other required consumables, inclusive of Driver's salary, bata, overtime allowance, Parking charges, night halt charges etc., (if any) for a maximum of 1250 Kms per month (With an average of about 50 Kms per day) (Km. indicated above is assumed for 25 day / month)	Per Day	600 days			
02	Extra for each additional Km. run over and above the 1250 Km. per month	Per Km.	1200			
03	Taxes if any					

No. of items two (02) only. For Schedule-I

Note: -

- 1) The tenderer should quote item wise rate in figures and words. If there is a discrepancy in rates quoted, the rate quoted in words will be taken as correct.
- 2) Even if the vehicle runs less than 1250 Km/month, rate quoted per day will be admissible on the days the vehicle works.
- 3) The extra Kms. Over and above 1250 Kms. in a month will be paid separately under item No.2. of Work-II

Signature of Tenderer/ Tenderers

SCHEDULE – I

1. Item No.1: Total for 600 days. (One Diesel driven AC Car indigo or Similar)

Rs. _____ In words _____

2. Item No.2:Extra 1200Kms Rs _____ In words _____

Total value in Words: _____

Tenderers

Signature of Tenderer/

SPECIAL CONDITIONS OF CONTRACT

NOTE: - These special conditions supplement the conditions of the tenders and contract, general conditions of the contract and notes appearing under the relevant chapters and subchapters of the standard schedule of rate of S.W. Railway and should be considered as part of the tender papers. Where the provision of the special conditions are at variance with the general Conditions of the contract and other documents mentioned above, these special conditions shall prevail.

- I. (a) The tenderer/contractor has to supply one AC Car (TATA Indigo or similar) as specified in the schedule on Daily basis.

(b) The tender schedule for the above work consists – items of works that are not covered by South Western Railway Schedule of Rates, 2004, for hiring of road vehicles. The contractor has to quote individual rates for item No. (1) & (2) of schedule II.
2. The vehicle normally shall be used by the Railway/kept with the Railway for 24 hours in a day and used as per the instruction of the User (Railway officer). The User shall nominate a stable place preferably a Shed / Garage near to his residence or office where the vehicle is required to be stabled during the off days / off hours. The contractor may take the vehicle to his Garage/Shed during off hours/off days for which no payment shall be made for running of vehicle beyond the said nominated place. In the day of use of the vehicle, the km for the day shall start when the Driver shall report with vehicle at the place nominated by the user near to his residence or office. Similarly the end Km of the day shall be at such nominated place near his office or residence. No extra payment shall be made for the movement of the vehicle if taken by the Contractor or Driver for repair and any other purpose of the contractor. In case the vehicle is stabled in the Shed / Garage/Portico or any other nominated place as advised by the User the vehicle shall remain under the custody of the Driver only and the Railway shall not bear the loss/damage to the vehicle during such period. In the idle days if the User does not call the vehicle, no payment shall be made even if the vehicle is stabled in the place nominated by the User. During the idle period, the Contractor may take the vehicle for his own use with the permission of the User at his own risk and own cost.
3. The tenderer/contractor should maintain a logbook with daily entries (i.e. starting kilometer reading, ending kilometer reading, starting time and ending time everyday). These daily entries should be jointly signed by driver and Railway official.
4. On Acceptance of tender, the contractor/supplier shall be advised the user of specific type and numbers of vehicles by a schedule. Bills for use of the vehicles shall be preferred to the user who shall check these bills and arrange for payment as per the procedure in the SWR. For all intents and purposes, the user shall be the client and shall represent the railway administration. Payment of hire charge will be made after due verification of logbook & necessary certification by Railway officials.
 - a. Maintenance of log book for vehicles to be provided
 - i. Log Book should be maintained by the contractor to record details of use of vehicles(s), which is countersigned by the authorized officer of the Railway for each and every movement.
 - ii. The Log Books shall remain under the custody of officer in charge of the vehicle.

- iii. The Log Books on completion shall be submitted to officer incharge for record contractor can have a duplicate copy for his record, if he so desires.
- b. Payment of Bills
 - i. Payment will be made once in a month for the no. of days actually worked in the previous month.
 - ii. Payment shall be made as per Log Book of the vehicle and each entry of the Log Book must be got signed by the officer who has used the vehicle.
5. Payment: The contractor shall submit his bill to Railway Recruitment Board, Bangalore office supported by logbook for the preceding month before the 6th of the following month giving full details of daily movements for arranging payment.
6. **The rates quoted are for "a Day". Day means from 0.00 to 24.00 hours, which includes night halts also.**
7. The initial reading of kilometer starts when driver reports for duty in the office/or places as directed by Engineer-in-charge. The final reading will be the kilometer when vehicle is released by the officer at the end of the day.
8. The rate quoted should include driver's salary, daily bata, night halt charges and other incidental expenditures including out station expenditure.
9. Vehicles will be exclusively kept at the disposal of the official incharge and will be used according to his direction during the period of hire.
10. All the expenditure involving repairs and maintenance will be borne by the contractor. Servicing of the vehicle shall be done as per the prescribed yardstick and shall be done in an authorized service station only.
11. Cost of fuel, lubricating oil or any other consumables will also be borne by the contractor.
12. **In case the vehicle is not supplied in time a penalty of Rs.1000/- for every occasion shall be borne by the contractor. The official-in-charge may hire the vehicle from market, the cost of hiring, will also be borne by the contractor in addition.**
13. The hired vehicles should be fit to run on all class of roads.
14. The tenderer shall indemnify the Railway from and against all actions, suits, proceedings, damages, charges, claims of every nature and description brought or recovered against the Railways by reason of any act or omission by the Driver.
15. Copies of the following documents should be made available at the time of inspection / producing the vehicle
 - a. Certificate of Registration for commercial use of the Vehicles
 - b. Insurance Certificate (Comprehensive) and Road Tax updated
 - c. Valid Driver's License.
 - d. Tourist/Taxi Permit of the vehicle issued by Transport Authority

16. The tenderer is required to produce for the vehicle tender an authorized copy of the income tax clearance certificate duly counter signed by Income Tax Officer.
17. In the event of any question, dispute, difference arising out of the agreement or in connection with the agreement, for settlement of disputes the Arbitration clause of General Conditions of Contract of South Western Railway shall be applicable.
18. All documents pertaining to the vehicle should be kept under the custody of the driver in the vehicle without fail.
19. The contractor shall be responsible for the safety, medical care and other facilities to the driver who should in possession of authorized license and is experienced to operate hired vehicle. The driver shall maintain discipline, neatly dressed and well behaved.
20. The Railway does not take any responsibility on the unwarranted actions of the driver.
21. The Railway does not take any responsibility of providing accommodation to the drivers.
22. The Driver of the vehicle should be provided with adequate cash by the contractor to carry out minor repairs of urgent nature, so that the official's time is not wasted on account of such repairs.
23. During the weekly/periodical rest of the drivers, alternative relief drivers should be made available by the contractor.
24. The safety of the vehicle is the contractor's responsibility.
25. In case of any accidents/violations of rules, the Railway shall not have any responsibility.
26. The railway does not take any responsibility in respect of any compensation/claim or any claims on account of any accident involving hired vehicles. The vehicle shall be covered under compensation clause with any insurance company.
27. The vehicle should be in a very good condition and registered in the year 2011 or later for schedule-II. Vehicles not maintained properly will not be accepted by administration and decision of Engineer-in-charge in this regard will be final and binding to the tenderer.
28. The vehicles should be made available with sufficient fuel.
29. The rate quoted for item No.1 of work-I is per Day.
30. The agency /contractor should have permanent address at Bangalore and has to intimate the address with telephone / Cell Nos. to Railway Recruitment Board, Bangalore Office and all users of the vehicles including the authorized representative of Railway. His nominated clerk / representative should be available round the clock to the railway for communications.

In case the contractor does not have a phone/fax special courier shall be sent at the address of the contractor and for which Rs. 100/- shall be deducted from the contractor's bill on each such occasions

31. LPG fuelled vehicles shall not be permitted. If an LPG fuelled vehicle is supplied then it shall be considered as default on part of the contractor.
32. In case of public strike/Bandh, Railway shall not be liable to make any payment towards retention charges for the period of absence nor will be liable for any other claim.
33. Generally, the vehicle has to be made available for 6 days in a week. However, administration can ask for vehicle for all 7 days depending upon exigency for which no extra rate is admissible and payment shall be made as per schedule only.
34. If any vehicle is not required for a period more than 3 days, 2 days notice will be given to the driver/contractor for discontinuation of vehicle and contractor will not get the payment for the days vehicles not utilized.
35. The Railway administration reserves the right not to call the vehicle on any day if not required. For the days, the vehicle is not called on duty no hiring or running charges will be paid wherever the vehicle is stabled on that day.
36. Frequent change of vehicle and driver should not be done every now and then, as this kind of change may lead to hardship to the Administration. Any change of driver/car if required should be done with the prior approval of the administration/Officer-in-charge.
37. If the performance of the vehicle and driver is not satisfactory to the official or driver fail to carryout the instructions of the official, the administration has got full right to terminate the contracts at short notice. Other alternative arrangements for the vehicles as the administration will be resorted to at the risk and cost of the defaulted contractor.
38. In case there is any breaks down of the vehicle at site or during the movement, immediate alternate arrangement should be made with similar vehicle by the contractor. **If the alternative vehicle is not arranged, the official-in-charge will hire the vehicle from market, the cost of hiring in addition a penalty accepted rate per day rounded off to the nearest multiple of Rs 100/-for every occasion shall be borne by the contractor.** However, if the non-availability of vehicle is continued for 6 days, contract may be terminated by Administration for which no claim shall be accepted at a later date.
39. The travel agency shall provide Xerox copies of all pages of RC Book.
40. In case the vehicle is hypothecated to finance company the Railway shall pass the vehicle bill only on production of Xerox copy of latest receipt of installment paid or the latest bank statement indicating the installments cleared.
41. Two board displaying "ON RAILWAY DUTY" shall be displayed in front and rear of the vehicle at contractor's own cost as per discretion of Engineer-in-charge.
42. The contractor should change the seat covers (white) every third day and should have at least a sets of covers in good condition.

43. (a) The hired vehicle may have to travel to any places in South Western Railway i.e. over States of Karnataka, Andhra Pradesh, Tamil Nadu, Goa & Maharashtra including overnight stay at such places. For such movement, payment shall be made under item-1& II of schedule-I. No extra payment shall be made for halts made at outstations.

(b) All road tax, registration, Income tax as applicable, to be paid to Govt. of India or Govt. of Karnataka are to be borne by the contractor. For inter-state movement, the tenderer has to arrange vehicles having inter-state permit without any extra payment.

44. Price Variation Clause: Not applicable

45. Vitiation Clause: Vitiation clause as detailed below will be operated for this work. "In the event of vitiation occurring due to increase or decrease in quantities among the first, second and third lowest valid tenderer, the vitiation shall be to Contractors account. The total value of the work done shall be calculated at the rate offered by those tenders and the amount payable shall be limited to the lowest aggregate value as worked out. The clause will be applicable to the Agreement as a whole including all variations in quantities."

46. In addition to the above, all terms and conditions of GCC will also be applicable to this contract

Signature of Tenderer/Contractor

Date :

Address :

ISSUED TO

M/s. Sri _____

MR. No.

Dated:

NOT TRANSFERABLE

RAILWAY RECRUITMENT BOARD
NO.18, MILLER'S ROAD, BANGALORE-560046

Works Contract

Tender Form

Regulations for Tenders & Contracts

Conditions of Tender

Schedule of Rates & Quantities

TENDER NOTICE No. RRB/BNC/HOV/S-II/2015 – 2017/Work-II Dated 04/01/2015