



रेल भर्ती बोर्ड  
Railway Recruitment Board  
प्रथम तल, मीटर गेज रेलवे स्टेशन भवन  
1<sup>st</sup> Floor, Meter Gauge Railway Station Building,  
अहमदाबाद Ahmedabad - 380 002  
दूरभाष एवं फेक्स सं. Phone & Fax No. 079-22940858  
Website: www.rrbahmedabad.gov.in, E-mail: as-rrbadi@nic.in



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## Tender Notice No. RRB/ADI/36/3/2016-18

### TENDER DOCUMENTS

#### Name of Work:

Hiring of one AC vehicle (ZEST XE QJT 75PS / Indigo eCS LX CR4 BS4/ VERITO 1.5 D4 BS4/ Swift Dzire LDi, BS-IV or similar) for the official use of Chairman RRB/ADI for the period of Twenty four months.

Approx. Estimated Cost of work  
Rs. 07,00,764/-  
(Twenty four months.)

#### DATE OF TENDER OPENING

05.07.2016 at 16.00 Hrs.

Date of tender publication	06.06.2016
Date of tender download	06.06.2016
Date of tender submission	05.07.2016 at 15.00 Hrs.
Date of tender opening	05.07.2016 at 16.00 Hrs.

Signature of Tenderer/s

Dated :

Chairman  
Railway Recruitment Board  
Ahmedabad

FOR & ON BEHALF OF THE PRESIDENT OF INDIA

Tender Notice No.	RRB/ADI/36/3/2016-18
Name of Work	Hiring of one AC vehicle (ZEST XE QJT 75PS / Indigo eCS LX CR4 BS 4/ VERITO 1.5 D4 BS4/ Swift Dzire LDi, BS-IV or similar) for the official use of Chairman, RRB/ADI for the period of Twenty four months.
Estimate Cost.	Rs. 07,00,764/- (Twenty four months.)
Cost of tender documents	Rs. 2,000/- (Rs. 2,500/- if required by post )
Earnest Money Deposit	Rs. 14,015/-
Validity of offer	90 Days
Receipt of offer	Up to 15.00 Hrs. of 05.07.2016
Opening Date	16.00 Hrs. of 05.07.2016
Last date for sale in person	04.07.2016 up to 18.00 Hrs.
Currency of Work	Twenty four months.
Address to purchase Tender Documents	"Office of The Chairman, Railway Recruitment Board, 1 <sup>st</sup> Floor, Meter Gauge Railway Station Building, Ahmedabad- 380 002- (Gujarat State.)"
Website Particulars	<a href="http://www.rrbahmedabad.gov.in">www.rrbahmedabad.gov.in</a>

[Tenderer]

[Chairman - RRB/ADI]

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[Tenderer]

[Chairman - RRB/ADI]

## CHECK LIST

<b>CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERERS BEFORE SUBMITTING THEIR BIDS.</b>
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Tender Notice No RRB/ADI/36/3/2016 - 18

Sr. No.	Description	Done or Not
1.	Rates have been quoted in words and figures on schedule of rate.	
2.	Declaration regarding no relative being employed in RRB - ADI	
3.	Address for correspondence has been given in the letter for tender offer.	
4.	Envelop has been addressed to :  <p style="text-align: center;"><b>"The Chairman, Railway Recruitment Board, 1<sup>st</sup> Floor, Meter Gauge Railway Station Building, Ahmedabad- 380 002- (Gujarat State.)"</b></p>	
5.	Company seal and sign should be put on each page.	
6.	The tender shall accompany with the following.	
A.	<b>Earnest Money Deposit</b> - A sum of Rs. 14,015/-As Earnest Money should be in the form of Banker Cheque / Demand Draft in favour of FA & CAO -CCG (WR) executed by State bank of India or any of the Nationalized Banks or by scheduled Bank.	
B.	Attested copies of documents towards fulfilling of eligibility criteria by the tenderer	
C.	<b>Any other documents i.e.</b> <b>(I) R.C. Book</b> <b>(II) The first registration of the tourist vehicle.</b>	
7.	The tender documents shall be sealed in a cover properly. Any loose paper/documents separately shall not be considered as part of the tender offer.	

[Tenderer]

[Chairman - RRB/ADI]

रेल भर्ती बोर्ड - अहमदाबाद  
Railway Recruitment Board - Ahmedabad

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**PART - A**

Tender Notice No. RRB/ADI/36/3/2016 -18

- ❖ Sealed Tenders in prescribed form are invited for the following work up to 15.00 hrs. on 05.07.2016 to be opened at 16.00 hrs on the same date.

Sr. No	Description	
1.	Name of work	Hiring of one AC vehicle ( <b>ZEST XE QJT 75PS / Indigo eCS LX CR4 BS 4/ VERITO 1.5 D4 BS4/ Swift Dzire LDi, BS-IV or similar</b> for the official use of Chairman, RRB/ ADI for the period of Twelve months.
2.	Estimated cost	Rs. 07,00,464/-
3.	Cost of tender form	Rs. 2,000/- (Rs. 2,500/- if required by post )
4.	Earnest Money	Rs. 14,015/-
5.	Validity	90 Days
6.	Currency of work.	Twenty four months.

The tender documents can be obtained from the office of the Chairman, Railway Recruitment Board, 1<sup>st</sup> floor, Meter Gauge Railway station building, Ahmedabad, between 15.00 to 18.00 hrs during any working days up to **04.07.2016** from the date of issue of this notice on production of Demand Draft or money receipt of tender fee deposited with Station Managers of any stations of Ahmedabad Division of Western Railway. **Postal order /Cheque/Cash will not be accepted.** Tenders will be accepted only up to **15.00 hrs of 05.07.2016** and will be opened at 16.00 hrs on the same date.

The tender documents can also be downloaded from our Website [www.rrbahmedabad.gov.in](http://www.rrbahmedabad.gov.in) In case of Download, Demand Draft/Money receipt for tender fee and Earnest Money should be submitted separately.

[Tenderer]

[Chairman - RRB/ADI]  
FOR & ON BEHALF OF THE PRESIDENT OF INDIA

**INSTRUCTIONS TO THE TENDERERS REGARDING TENDER  
FORMS DOWNLOADED FROM INTERNET**

1. Tender file is to be downloaded from the internet and print out is to be taken on A- 4 size paper and details are to be entered by the tenderer at the various locations in the document. It is advisable that the downloaded tender document be printed through Laser Printer only. **Submission of Photocopy of tender document is prohibited.**
2. This tender document (In full) downloaded along with the various documents required to be submitted as per the tender conditions in a sealed cover duly super-scribing the name of work, Tender notice no. and Date, submission of Tender downloaded from internet, etc. and the same should be **dropped in the tender box kept in the Office of the Chairman, Railway Recruitment Board, Ahmedabad - 380 002,** before the date and time stipulated in the tender document.
3. The tender documents are available on RRB/A-bad website i.e. [www.rrbahmedabad.gov.in](http://www.rrbahmedabad.gov.in) and the same can be downloaded and used as tender document for submitting the offer. **The cost of tender document as indicated in the tender document will have to be deposited by the tenderers in the form of Demand Draft payable in favor of Sr. Divisional Finance Manager - Ahmedabad or Chief Cashier, Western Railway or Money Receipt for cash deposited to Station Manager of any Railway Station of Ahmedabad Division of Western Railway, along with the tender documents.** There should be a separate Demand Draft for cost of the tender document and not included in the Earnest Money. **A single demand draft for the cost of tender fee and Earnest Money deposit will not be accepted.** Tender not accompanied with the Demand Draft towards the cost of tender document will be summarily rejected.
4. The Earnest Money Deposit required for this work as stipulated in the tender document also to be submitted separately.
5. The tenderers are advised to download tender documents well in advance and submit the tender before the stipulated date and time. It is the responsibility of the tenderer to check any correction or any modifications published subsequently in website and the same shall be taken into account while submitting the tender. Tenderer shall download corrigendum (if any), print it out, sign and attach it with the main tender document. Tender document not accompanied by published corrigendum/s is liable to be rejected. RRB/Ahmedabad will not be responsible for any postal delays/delay in downloading of tender document from the internet.
6. The tenderer may please note that the **rate for items should be written in figures and in words by black or blue ballpoint pen only.** Each page of tender document should be signed with seal by the tenderer.

[Tenderer]

[Chairman - RRB/ADI]

7 Tenderer/s is/are free to download tender document at their own risk and cost, for the purpose of perusal as well as for using the same as tender document for submitting the offer. Master copy of the tender document is available in the office of the Chairman, Railway Recruitment Board, Ahmedabad - 380 002. After award of work, an agreement will be prepared based on the master copy of tender available in the above-mentioned office. In case of any discrepancy between the tender documents downloaded from the internet and master copy, latter shall prevail and will be binding on the tenderer/s and no claim on this account will be entertained.

8 If any change/addition /deletion is made by the Tenderer/Contractor and the same is detected at any stage even after the contract is awarded to the tenderer, full Earnest Money Deposit will be forfeited and the contract will be terminated at his/their risk and cost. The tenderer is also liable to be banned from doing business with Railway and/or prosecuted.

9 The following declaration should be given by the tenderer while submitting the tender:

A) I/We have downloaded the tender form from the internet site [www.rrbahmedabad.gov.in](http://www.rrbahmedabad.gov.in) and I/We have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I/We understand that my/our tender will be summarily rejected and full earnest money will be forfeited and I/We am/are liable to be banned from doing business with Railway and/or prosecuted.

B) I/We submit a Demand Draft/Money Receipt (M.R.) No. .... Dated ..... issued by ..... for Rs. .... towards the cost of tender form.

[Signature of Tenderer/s]

[Chairman - RRB/ADI]

Date:

Address:

Railway Recruitment Board - Ahmedabad

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LETTER TO TENDERER WITH INSTRUCTIONS

M/s. ....  
.....  
.....

Dear Sirs,

**Sub:-** Hiring of one AC Vehicle (**ZEST XE QJT 75PS / Indigo eCS LX CR4 BS 4/ VERITO 1.5 D4 BS4/ Swift Dzire LDi, BS-IV or similar**) for the official use of Chairman, Railway Recruitment Board, Ahmedabad for the period of Twenty Four Months.

Estimated Cost of the Work	Rs. 07,00,464/-
Cost of tender form	Rs. 2,000/ ( Rs. 2,500/- if required by post)
Earnest Money Deposit (EMD)	Rs. 14,015/-
Currency of Work	Twenty Four Months.
Date of tender opening	05.07.2016 at 16.00 Hrs.

The President of Union of India acting through Chairman, Railway Recruitment Board, Ahmedabad invites sealed tenders as per details mentioned in the enclosed documents which is not transferable.

1. Details of the work to be carried out are given in the following documents :

Instruction to tenderer for downloading	Letter for Tender offer	Rate Schedule
Terms & Conditions of Contract	Tender conditions	Declaration

2. The tenders will be sold up to 18.00 hrs. of 04.07.2016. Sealed tender and the covers super-scribed as tender No. RRB/ADI/36/3/2016-18 "Hiring of one AC vehicle for the official use of Chairman, RRB/ADI for the period of Twenty Four Months." will be received in the office of the undersigned up to **15.00 hrs. on 05.07.2016**, and will be opened in RRB-ADI office at 16.00 hrs. on same date in the presence of available tenderers. In case the date for opening of tender is declared as holiday, the tenders will be received and opened on the next working day at the same time and place.
- (i) **The first registration of the vehicle should be of year 2016.**
- (ii) The accessories of vehicle should be clean & hygienic, Driver should be healthy and with decent turn out. Vehicle should have clean upholstery and air freshener.
- (iii) The tenderer should keep the offer open for 90 days from the date of opening of the tender.
3. A sum of **Rs. 14,015/-** as Earnest Money Deposit should be in the form of Banker's Cheque/ Demand Draft in favour FA & CAO -CCG (WR), executed by State Bank of India or any of the Nationalized Banks or by a scheduled bank.

[Tenderer]

[Chairman - RRB/ADI]



4. **Eligibility Condition for the tenderer:**

The Contractor shall possess the vehicle, which he proposes under this tender / contract registered as a tourist vehicle by competent authority in his name/ company or firm's name/ partner's name or shall have a power of attorney of the tourist vehicle in his name / company or firm's name/ partner's name.(i.e. Vehicle (**ZEST XE QJT 75PS / Indigo eCS LX CR4 BS 4/ VERITO 1.5 D4 BS4/ Swift Dzire LDi, BS-IV or similar**) of 2016. The copy of RC book shall be submitted.

Tenderer in possession of a lower variant of the model prescribed and wishes to offer the same, shall be required to upgrade the vehicle variant to the prescribed vehicle variant once the LOA is issued and before the vehicle is put to use against this contract.

5. Contractors registered with DGS & D, Controller of Stores. NSSI/SSI and having permanent Earnest Money Deposited with Stores Department of the Railway are not exempted from Earnest Money.
6. No unsealed tender or tenders without the prescribed Earnest Money will be accepted.
7. No interest will be allowed on the Earnest Money, Security Deposit or any other contractual amount due to be paid on Railway account or otherwise.
8. Rates tendered should be inclusive of all taxes & levies etc. If there is any variation between the rates quoted in figures and in words the rates quoted in "**WORDS**" shall be taken as correct. However, If more than one or improper rates are quoted, then such ambiguous offers shall be summarily rejected. Similarly, if a tenderer fails to strike out "**below/above**" then in such condition the offer shall be treated as ambiguous and summarily rejected.
9. The completion period of the work will be **Twenty Four Months**.
10. A tender containing erasing and/or alterations are liable to be rejected. If any correction becomes necessary these must be made in ink and attested with the signature duly dated by the tenderer.
11. The tenderer shall submit an analysis of rates if called upon to do so.
12. The work shall be governed by General Conditions of Contract of Western Railway amended up to the date of opening of tender.
13. RRB/Ahmedabad reserves the right to reject any or all the tenders without assigning any reason thereof.
14. **The Tender shall be addressed to:**

**The Chairman, Railway Recruitment Board, 1<sup>st</sup> Floor, Meter Gauge Railway Station Building, Ahmedabad- 380 002- (Gujarat State.)"**

- (i) The Complete tender shall be dropped in the Tender Box placed in the office of the tender inviting authority not later than **15.00 Hrs. of Dt. 05.07.2016**.
- (ii) Tender sent by post shall be sent by Regd. Post with acknowledge due, so as to reach the office of the tender inviting authority not later than the date and time prescribed in (i) above. The tender sent by post must be superscripted "**CONFIDENTIAL**" on top of the envelop.

Thanking you,

Yours Faithfully

**PART - B**  
**LETTER FOR TENDER OFFER**

To,  
The President of India, Acting through,  
The Chairman, Railway Recruitment Board,  
1<sup>st</sup> Floor, Meter Gauge Railway Station Building, Ahmedabad.

I/We\_\_\_\_\_ have read the various conditions to tender attached hereto and hereby agree to abide by the conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening of the same and in default thereof, I/we will be liable for forfeiture of my/our Earnest Money. I/we offer to do work of "Hiring of one AC vehicle for the official use of Chairman RRB/ADI for the period of Twenty Four months." in the attached schedule, and hereby bind myself/ourselves to complete the work in twenty four months from the date of issue of letter of acceptance of the tender. I/we also hereby agree to abide by the General conditions of the contract corrected up to date of issue of tender notice and to carry out the work according to the specification and by special conditions of contracts or materials and work laid by the Railway in the annexed special specifications.

A sum of **Rs.14,015/-** here with forwarded as Earnest Money Deposit and the same shall be liable to be 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 **Ten days** after receipt of orders to that effect.

(c) Until a formal agreement is prepared and executed acceptance of this tender shall constitute binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/Our offer.

Sr. No.	Name & Address of Witness	Signature of Witness
1.		
2.		

Signature of Tenderer :

[Chairman - RRB/ADI]

Name:

Address:

Date:

## TENDER CONDITIONS

1. **The tenderer/tenderers is/are required to quote his/their rates both in words and in figures.** In case of any arithmetical error, the rate quoted in words only shall be deemed to be correct and shall remain binding on the contractor.
2. Tender containing errors and alteration of the tender documents are liable to be rejected, any correction made by the tenderer/tenderers, his/their entries must be attested by him/them.
3. The works are required to be completed within a period of **Twenty Four Months** from the date of issue of letter of acceptance (LOA) of the tender. The tender must be accompanied by a sum of **Rs. 14,015/-** as Earnest Money in the form of Banker's Cheque/ Demand Drafts in favour of FA & CAO -CCG (WR), executed by State Bank of India or any of the Nationalized Banks or by a scheduled bank must be attached with the tender form. **CHEQUES WILL NOT BE ACCEPTED.** The sealed tender should reach the office of the RRB, Ahmedabad not later than **15.00 hrs. of 05.07.2016** Tenders received after this time will not be taken into consideration.
4. Cheque, Govt. Securities, Stock Certificates, Bearer Bonds, Promissory Notes, Cash Certificates, Treasury Savings Bond/Certificate, Defense Certificates, National Plan Certificate, Indian Postal Orders etc. will not be accepted.
5. Demand Drafts should be of the Nationalized Bank with MICR numbers and drawn in the name of FA & CAO -CCG (WR).
6. The tenders will be opened on **05.07.2016 at 16.00 hrs.** in this office and the tenderer if they decide may be present at the time of opening of the tender.
7. **Earnest Money Deposit (EMD- 2% of Contract Value):-**  
The offers without Earnest Money will be summarily rejected.
9. **Security Deposit (SD- 5% of Contract value) :-**

Clause of Security Deposit has been amended in GCC in terms of Railway Board's letter no. 2003/CE-I/CT/4/PT.I dated 16.05.2006 issued vide Western Railway Headquarter letter no. W/118/0.Vol.II (W-6) dated 30/05/2006 and the same shall be applicable to this contract and necessary changes are reproduced as under:-

- (A) The sentence "in the form of Government Securities" stands deleted from concerned clause of security deposit in GCC.
- (B) Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under :
- **Security Deposit for each work should be 5% of the contract value.**
  - **The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.**
  - 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, FDR etc. shall be accepted towards Security Deposit.

[Tenderer]

[Chairman - RRB/ADI]

- Security Deposit shall be returned to the contractor after the physical completion of the works 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 JA grade officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed and 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.

10. **Performance Guarantee (PG- 5% of contract value):**

Clause of Performance Guarantee has been introduced in GCC in terms of Railway board's letter no.2003/CE-I/CT/4/PT.I dated 16.05.2006 issued vide Western Railway Headquarter letter no. W/118/O.Vol.II (W-6) dated 30.05.2006 and the same shall be applicable to this contract.

**The procedure for obtaining Performance Guarantee is outlined below:**

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

Also, FDR in favour of **FA & CAO, Western Railway, CCG** (free from any encumbrance) may be accepted.

- (b) The successful bidder should give a Performance Guarantee in the form of an irrevocable BG/FDR amounting to 05% of the contract value.  
FDR in favour of **FA & CAO, Western Railway, CCG** (free from any encumbrance) may be accepted.

**NOTE:** The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

- (c) The performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G extended to cover such extended time for completion of work plus 60 days.

[Tenderer]

[Chairman - RRB/ADI]

- (d) The value of PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increase by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- (e) The performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encased. The balance work shall be got done independently without risk & cost of the failed contractor. The failed 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 shall be debarred from participating in the tender for the balance work in his / her individual capacity or as a partner of any other JV/ partnership firm.
- (g) The RRB shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and /or without prejudice to any other provision in the contract agreement) in the event of:
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the RRB may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clause / condition of the Agreement, within 30 days of the service of notice to this effect by RRB.
  - (iii) The contractor being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

READ AND ACCEPTED

-----  
Signature of the tenderer :

[Chairman - RRB/ADI]

Name:

Address & Telephone No.:

1.0 **The scope of work shall be as under:**

- 1.1 The scope of the work involves the "Hiring of one AC vehicle (**ZEST XE QJT 75PS / Indigo eCS LX CR4 BS 4/ VERITO 1.5 D4 BS4/ Swift Dzire LDi, BS-IV or similar**) for the official use of Chairman RRB/ADI for the period of Twelve months"
- 1.2 The period of hiring is of **24 (Twenty Four)** months from date of commencement of work.
- 1.3 The period of hiring shown is approximate and Railway reserves the right to increase or decrease the number of months by **25% on either side** for which the tenderer/s shall not be entitled for any extra payment but shall be paid at the accepted rate.

2.0. **The following definitions shall be applicable for the purpose of this tender:**

- 2.1 One hour is of **60 minutes** for the purpose of payment of charges. A fraction up to 30 minutes shall not be taken into account and more than 30 minutes shall be considered as an hour.
- 2.2 Day means a calendar day starting from **00 hrs to 24 hours**.
- 2.3 Vehicle shall mean the vehicle specified as per Schedule and registered as **Tourist vehicle**. The colour of vehicle shall be white with replaceable clean and hygienic seat covers. The vehicle shall be based at Ahmedabad.
- 2.4 The month shall be reckoned from first day of month to the last day of the month and payment for remaining part period, if any, will be calculated by dividing the number of days in the part period by 30 for working out the charges on pro rata basis.
- 2.5 If there is a break down after the commencement of the journey then the contractor shall provide the substitute for the same within one hour. Failure to which, will be treated as full day absent.
- 3.0 The Railway reserves the right to terminate the contract at any time without assigning any reason thereof by giving 15 days notices in advance. The contractor shall not be entitled for any extra rate on account of this. The contractor shall supply the vehicle in perfectly good condition and vehicle shall be maintained well with all the features provided by the manufacturer in good working condition so as to ensure satisfactory service throughout the period of the contract. RRB/Ahmedabad shall have the right to reject the vehicle if not found in satisfactory condition. **The vehicle shall have first registration of the year 2016**. The contractor shall provide stickers at front & rear indicating "**ON DUTY GOVERNMENT OF INDIA**" with red lettering.
- 4.0 The contractor shall quote monthly rate for hiring of the vehicle. The rate shall be deemed to be inclusive of the following:

[Tenderer]

[Chairman - RRB/ADI]

- 4.1 All maintenance expenditure of vehicle i.e. major and minor repairs required for good running of the vehicle, lubricants and all consumables other than diesel/ petrol which shall be included in Para (4.2) below.
  - 4.2 Rate shall include cost of Diesel/Petrol for running of vehicle up to **2000 kms. per month.**
  - 4.3 Rate shall include the driver's salary & allowances if any, all types of taxes and fees payable to Government/municipal bodies /RTO.
  - 4.4 Rate shall include hiring of vehicle for 12 Hours in a day as prescribed by Railway administration.
  - 4.5 Any other charges required for execution of this contract except as laid down in Clause 4 above.
5. In addition to above monthly rate, extra charges shall be payable whenever the need arises:
- (i) Vehicle may be required to run more than 2000 kms in a month Rate for this running per Km as per rates of work order.
  - (ii) In case vehicle is used beyond 12 hours in a day, extra payment shall be made as per rates of work order.
  - (iii) In case the Driver has to make a night halt out side the place where the vehicle is based the Night allowance shall be payable as per rates of work order. No hourly payment shall be made in that case.
6. The duty hours and KM shall be counted from the reporting to the officer and release of vehicle for the day. In case of situations where this is not applied, the officer to whom the vehicle is attached shall decide the count of duty hours and Kms. for both reporting and releasing of vehicle.
7. Normal duty of driver shall be **12 hrs in day.** The working hours shall be advised by the officer concerned to the driver. The driver of the vehicle shall keep himself in contact with the officer. He shall be provided with mobile phone facility by the tenderer. The driver provided by the firm should be well-mannered, well-behaved and be a badge holder. He should have valid driving licence, wear neat and clean uniform and be punctual on duty. The driver should get the log sheet signed every day by the concerned officer.
8. The vehicle should be based at Ahmedabad. However, it may have to go all over Gujarat as per requirement. The vehicle should have go to the jurisdiction of Gujarat State on all types of road including Kachcha road etc. Any excuses about condition /existence of the road will not be accepted. Vehicle should have permit for Gujarat State.
9. One weekly off is permitted to the driver normally on **Sundays.** However, it may be deferred to some other day at the discretion of Chairman/RRB. If the rest is not given due to urgency of the work then payment for the same may be given as per daily rates of work order.

[Tenderer]

[Chairman - RRB/ADI]

10. The contractor shall maintain a separate logbook in specified format, which shall be signed jointly by the driver and the RRB office incharge. It will be the sole responsibility of the driver that logbook is filled up daily and there is no cutting /overwriting. If there is any cutting/overwriting the same shall be attested by the office incharge using the vehicle.
11. The driver shall ensure that the vehicle is always having sufficient fuel.
12. The contractor shall ensure that all the meters particularly the kilometre/ speedometer and other devices of vehicle are always in working condition. In case, any defect is pointed out by the Railway's authority the same shall be immediately rectified by the contractor at his own cost and in the meantime another vehicle shall be arranged by the contractor so that the Railway's work do not get hampered. If the kilometre instrument gets out of order, the reading given by the officer shall be the final and binding on the contractor.
13. To avoid any mishap or accident during the operation of the vehicle, the contractor shall ensure that skilled driver with sufficient experience in their respective trade are deployed on job and are not put to over exertion as per labour laws.
14. **A penalty of Rs. 500/- shall be imposed in following cases :**
  - (i) If the driver is not found in proper turnout uniform and well mannered (ii) Vehicle, seat cover etc. not clean. (iii) AC not functioning & (iv) Non punctuality of driver. (v) Non availability / non replacement of air freshner (vi) Non availability of sunshades etc.
  - ♣ In case of repeated offences, the vehicle may be returned and penalty specified in clause 16 will be imposed.
15. The contractor shall provide spare wheel and necessary tools in a good working condition. During the periodical maintenance of the vehicle, contractor / source provider shall provide standby vehicle.
16. The contractor shall ensure the vehicle is made available in time every day to the officer in charge failing which the penalty shall be imposed at the double the daily rate as calculated under:

**Daily Rate = Monthly Hire Charges / 25**

Thus, for non-supply of the vehicle for one day, deduction will be made for two days at the daily rate from monthly payable amount.
17. In case of breakdown of the vehicle enroute during the course of operation, Contractor has to provide substitute within the period of one hour plus reasonable running time from the garage of contractor to the place of break down failing which a penalty of double the daily rate shall be levied for the delay of each day. Daily rate shall be calculated as per clause .16

[Tenderer]

[Chairman - RRB/ADI]



18. In event of the breakdown of the vehicle enroute responsibility of transporting the incumbent of the vehicle to his destination shall be borne by the contractor.
19. The Contractor shall possess the vehicle, which he proposes under this tender / contract registered by competent authority in his name/ company or firm's name/ partner's name or shall have a power of attorney of the vehicle in his name / company or firm's name/ partner's name.
20. The contractor shall be required to submit all papers certificates (i.e. registration certificate **as tourist vehicle**, fitness, and insurance policy etc.) of the vehicle for verification by this office before release of LOA.
21. The driver put on the job by the contractor must always possess valid driving license, registration papers, road tax paid receipts, insurance papers and other requirement prescribed under Motor Vehicle Act.
22. Driver should have sufficient imprest money to meet with any contingencies enroute.
23. The vehicle deployed on the job should be fit in all respects for operation in accordance with the prevailing Motor Vehicle Act and Rules as amended from time to time and ensuring all other relevant valid RTO documents like RC book, insurance certificate, fitness certificate etc. The contractor shall be solely responsible for payment of all kinds of taxes/fees, as required under the rules and amended time to time by State government/municipal bodies. The contractor shall be exclusively and solely responsible for any lapse in this regard and Railway stands completely indemnified by the contractor against such lapses. The Bidders shall be registered with the commissioner of Central Excise for the purpose of service tax and shall furnish a copy of the Registration Certificate along with the bid documents. Necessary documentary proof in support of requirement should be submitted with the offer.
24. As soon as Letter of Acceptance (LOA) is issued to successful tenderer, he shall submit **Performance Guarantee bond** as explained in clause 10 of tender condition and sign the contract agreement latest by **15 days from date of issue of LOA**.
25. As soon as LOA is issued to successful tenderer, he shall get the **vehicle approved** from Asst. Secretary, RRB-Ahmedabad **within one week** and present relevant documents of the vehicle.
26. The contractor shall be liable to honour Central and State Govt. laws, statutory rules, regulations, notifications like legislation, local self govt./ Municipal requirements etc. and shall be solely responsible for any breach thereof. Railway stands indemnified against any penalty/ prosecutions consequent to the violations (deliberate or inadvertent) by the contractor or his employees, representatives etc. of such statutory provisions.

[Tenderer]

[Chairman - RRB/ADI]

27. The contractor shall indemnify the Railway against any or all claims, which may arise under the Motor Vehicle Act or Employees Compensation Act or any other act or statute having bearing over the services and for engagement of workmen, directly or indirectly for performance of work under the contract.
28. The contractor shall indemnify the Railway and its employee against any penalties as PRINCIPAL EMPLOYER, for any failure of the contract to honour various Central/ State Government laws/enactment.
29. The Staff/Driver employed by the contractor shall have no right whatsoever on railway job/facilities, etc. admissible to railway servant.

**30.0 Variation in quantities of tender schedule :**

- 30.1 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.
- 30.2 In case of increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following condition:
  - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade:
    - (i) Quantity operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender:
    - (ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender:
    - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
  - (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
  - (c) Execution of quantities beyond 150% of the overall agree mental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO /FA&CAO (C) and approval of General Manager.

[Tenderer]

[Chairman - RRB/ADI]

30.3. In cases where decrease is involved during execution of contract :

- (a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.
- (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining No claim Certificate from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
- (c) It should be certified that the work proposed to be reduced will not be required in the same work.

30.4. The aspects of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

30.5. The limit for varying quantities for minor value item 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 01% of the total original agreement value.

30.6. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement) sanction of the competent authority as per single tender should be obtained.

31.0 Income Tax shall be deducted as per extant rules.

32.0 The quantities shown are approximate and meant to give an idea of the quantities of work involved. The Railway reserves the right to add/delete any item/s and to Increase /decrease the quantities by 25%. The contract/s shall not be entitled to any extra payment on account of any such excess/deduction in quantities but will be paid at the accepted contracted rates for the actual quantum of work done.

33.0 All Government tax/toll tax/parking charges will be paid by the Driver of the firm which will be reimbursed by RRB/ADI on the basis of original receipts / bill submitted by the firm.

34.0 The Contract shall also be governed by the GCC (General Conditions of the contract). These terms and conditions are in addition to the General conditions of the contract. The offerer shall read general conditions of the IR along with the latest maintenance and correction slips issued till the date of issue of this tender notice. However, in case of any conflict between the general conditions of work and special conditions of this contract, later shall prevail.

[Tenderer]

[Chairman - RRB/ADI]

### **35/A Arbitrator**

- (i) In case of any dispute or difference between the parties as to the construction or interpretation of any of the terms & conditions of this Agreement or as to the rights, duties and obligation of the parties hereto (except the decision whereof is herein expressly provide for) together with counter claims or set off shall be referred to the sole/joint arbitration of the General Manager of the Railway or Gazetted Officer of the Railway not below the grade of JAG, nominated by the General Manager in that behalf and the decision of the General Manager or the person/s so appointed shall be final and binding on the parties hereto and shall be subject to the provisions of the Indian Arbitration and Conciliation Act. 1996 and the rule there under and any modifications thereof. The Sole/Joint arbitrator so appointed shall give on all matters referred to the arbitration indicating therein break-up of sums awarded separately on each individual items of dispute.
- (ii) If the arbitrator so appointed as above refuses to act as arbitrator or withdraws from his office Arbitrator or vacates his office or is unable or unwilling to perform his functions as arbitrator for any reasons whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator to act in his place in the same manner in which the earlier arbitrator had been appointed. The arbitrator so appointed may at his discretion, proceed with the reference from the stage at which it was left by the previous arbitrator.
- (iii) While appointing arbitrator under clause (i) and (ii) above, due care shall be taken that he is not the one who had an opportunity to deal with the matters to which the contract relates or who in course of his duties as Railway servant expressed views on all or any of the matters under dispute or differences. The proceeding of the arbitrator or award made by him will however not be invalid merely for the reason that the arbitrator in the course of his service had the opportunity to deal with the matters to which the contract relates or who in the course of his duties repressed view on all or any of the matters under dispute.

### **35/B Jurisdiction of Court :**

If any dispute arises between the parties with respect to this agreement, any application or suit shall be instituted only in the court within the local limit of whose jurisdiction, the Railway Recruitment Board -Ahmedabad Office is situated and both the parties shall be bound by this clause.

**The above Terms & Conditions are acceptable.**

Contractor's name & signature:

[Chairman - RRB/ADI]

Address

Date:

Place:

रेल भर्ती बोर्ड

Railway Recruitment Board - Ahmedabad

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SCHEDULE OF RATES AND QUANTITIES

- ❖ **Name of Work :** Hiring of one AC vehicle (ZEST XE QJT 75PS / Indigo eCS LX CR4 BS4/ VERITO 1.5 D4 BS4/ Swift Dzire LDi, BS-IV or similar) for the official use of Chairman, RRB/ADI for the period of **Twenty Four months.**
- ❖ **Tender No. :** - RRB/ADI/36/3/2016-18
- ❖ **Approx. Cost :** - Rs. 07,00,464 /-
- ❖ **Currency of Work :** - Twenty Four months.

Item/Description	Qty.	Unit	Rate in Rs.	Amount
"Hiring of one AC vehicle i.e. (ZEST XE QJT 75PS/Indigo eCS LX CR4 BS4/ VERITO 1.5 D4 BS4/ Swift Dzire LDi, BS-IV or similar) etc. for the official use of Chairman, RRB, Ahmedabad for the period of Twenty Four months." as per conditions specified in this tender document. Rate shall be inclusive of repairs/servicing and maintenance of vehicles. Cost of fuel/lubricants and payment to driver. Driver of vehicle should be in proper turnout uniform & well mannered. <b>Note :</b>	01	Per Month vehicle	29,186/-	07,00,464/-
1. Extra payment per Kms. (Fixed)			07/-	
2. Extra payment per Hours.(Fixed)			20/-	
3. Extra payment per Day (Fixed)			225/-	
4. Extra payment per Night (Fixed)			125/-	
Total - (Seven Lakhs Four Hundred Sixty Four only)				07,00,464/-

OFFER

I/We offer to carry out the aforesaid tender at \_\_\_\_\_ % below/above/ at par  
(in figures)

I/We offer to carry out the aforesaid tender at \_\_\_\_\_ %  
below/above/ at par (in words).

(Signature of the Tenderer)

Chairman  
Railway Recruitment Board  
Ahmedabad

**NOTE :**

1. The rates are firm & consolidated and inclusive of all taxes, duties, levies including ED, ST on works contract, incidental transport etc.
2. No price variation is admissible in this tender whether on rates, taxes, duties levies etc.
3. **The offer will be evaluated on the basis of basic rate.**
4. The Schedule of Rates shall be read together with the *GCC* in vogue and the terms and conditions incorporated in the tender paper.
5. The payment will be made by cheque by Sr. DFM- Ahmedabad (DRM office- Asarva) at the end of the month on submission of bill in triplicate along with the copy of the logbook. The vendor should submit the Bank account no. and name of the bank to the officer concerned.
6. Payment shall be made on monthly basis after submission of necessary bill.
7. Tenderer's are advised to kindly go through the clause Nine of Security Deposit and clause Ten of Performance Guarantee of tender conditions, which have recently been Introduced/amended in General Conditions of Contract.

**DECLARATION**

I am/ we are not related to any employee in any capacity of the Railway Recruitment Board, Ahmedabad.

**OR**

I/We draw attention to the fact that I/We are related to the following employees of the Railway Recruitment Board, Ahmedabad.

Sr. No.	Name of the Employee	Department	Degree of relationship

(Signature of the Tenderer)

Address

Chairman  
Railway Recruitment Board  
Ahmedabad

Note : The items which is not applicable should be struck off.

**\*\*\*\*\* END OF TENDER DOCUMENTS \*\*\*\*\***