

**GOVERNMENT OF INDIA**  
**RAILWAY RECRUITMENT BOARD**  
**MUMBAI CENTRAL.**

**TENDER. No. RRB/S/160/13Website(R) DATE:29/09/2014**  
**Name of the Work: Redesigning and regular maintenance (AMC) of**  
**Railway Recruitment Board, Mumbai website,**  
**www.rrbmumbai.gov.in.**

**Copy No.\_\_\_\_\_**

**Issued to: \_\_\_\_\_**

**Price: Rs.1, 000/-**

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

# CHAPTER-I

## TENDER NOTICE

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

# Railway Recruitment Board

## TENDER NOTICE

Tender No. **RRB/S/160/13Website(R)**

Date-29/09/2014

Sealed Tenders are invited by Chairman, **Railway Recruitment Board**, Mumbai Central, for and on behalf of the President of India from firms for the following work.

Name of Work	<b>Redesigning and regular maintenance (AMC) of Railway Recruitment Board, Mumbai website, www.rrbmumbai.gov.in.</b>
Estimated Cost of Work	<b>2,78,653/-</b>
Earnest Money Deposit	<b>5600/-</b>
Cost of Tender Document	1,000/- (1, 500/- if required by Post)
Completion Period	120 Days
Validity of Offers	120 Days from the Date of Opening
Issue of Tender Document	Upto <b>14.00 hrs.</b> on 28/10/2014
Receipt of Offers	Upto <b>14.30 hrs.</b> on 28/10/2014
Tender Opening	At <b>15.00 hrs.</b> On 28/10/2014

Non-transferable Tender Documents containing detailed description of the Schedules of Supply of Works and maintenance of Railway Recruitment Board's website along with other Terms & Conditions can be obtained from the **Office Chairman, Railway Recruitment Board, DRM office compound, Mumbai Central, Mumbai-400 008** on production of Money Receipt of above mentioned cost of tender document deposited with Chief cashier Western Railway or the Station Master of any Railway Station on Western Railway or demand draft in the name of "**Senior Divisional Finance Manager, Western Railway, Mumbai Central, Mumbai 400 008**". Postal Order/ Cheque will not be accepted. The contractor who desires, getting the tender document by post should sent an additional amount of 500/-

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

per set for the speed post charges. Railway Recruitment Board does not take any responsibility in case of request for purchase of Tender Forms is not received due to Postal or any other delay. Tenderer may purchase the tender document themselves or through authorized agent on behalf of their principal, with letter of authority from the principal. The tender documents can be down loaded from web site [www.rrbmumbai.gov.in](http://www.rrbmumbai.gov.in) and the cost of tender document in above said form shall be submitted along with tender documents & it should not merged with Earnest money.

- i) Bids from Tenderers who have not purchased the documents from Railway Recruitment Board or downloaded from web site.
- ii) But cost of Tender is not submitted in above said form with tender document and Bids not accompanied by Earnest Money are liable to be summarily rejected.
- iii) Telex/fax and incomplete offers are liable to be ignored.

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8  
For and on behalf of the President of India.

**RAILWAY RECRUITMENT BOARD,  
MUMBAI CENTRAL, MUMBAI.**

**CONDITIONS OF TENDER  
TENDER FORM**

Tender No. **RRB/S/160/13/Website(R)**

**Dated 29/09/2014.**

Name of work: **Redesigning and regular maintenance (AMC) of Railway Recruitment Board, Mumbai website, www.rrbmumbai.gov.in.**

The President of India,

Acting through the Chairman Railway Recruitment Board, Mumbai Central Mumbai:  
400008.

I/We \_\_\_\_\_ have read and understood the various conditions of 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 120 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/Security Deposit" for keeping the offer open.

1. I/We offer to do the work for the President of India, acting through the **Chairman Railway Recruitment Board, Mumbai Central Mumbai: 400008**, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in \_\_\_\_\_ months from the date of issue of letter 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 work according to the specifications for web designing and maintenance laid down by the **Railway Recruitment Board** for the present contract.

2. A sum of Rs. \_\_\_\_\_ is herewith forwarded as Earnest Money, in addition to the sum of Rs. \_\_\_\_\_ as 'Security Deposit' mentioned above. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if -

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

(a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway Recruitment Board way that such documents are ready,

OR

(b) I/We did not commence the work within ten days after receipt of orders to that effect.

3. Until a format 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 indicated in the letter of acceptance of my/our offer for this work.

Contractor's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Contractor/s \_\_\_\_\_

dated: \_\_\_\_\_

Signature of Witness

1) \_\_\_\_\_

2) \_\_\_\_\_

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

# CHAPTER-II

## INSTRUCTIONS TO TENDERER

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

## INSTRUCTIONS TO TENDERERS

TENDER No. RRB/S/160/13Website(R)

Date: 29/09/2014

1.0 **NAME OF WORK: - Redesigning and regular maintenance (AMC) of Railway Recruitment Board, Mumbai website, [www.rrbmumbai.gov.in](http://www.rrbmumbai.gov.in).**

### 1.1 **SALE OF TENDER FORMS:**

- 1.1.1 Tender form can be obtained from the office of the Chairman, Railway Recruitment Board, Western Railway, Divisional Railway Manager's Office compound, Mumbai Central, Mumbai 400 008 on working days on production of a cash receipt for Rs 1,000/- (Rs. One Thousand only) or Rs.1,500 (Rs. One Thousand Five Hundred only if obtained by post) (non refundable) deposited with the Station Master of any railway station of Western Railway or Demand Draft in name of Sr. Divisional Finance Manager, Western Railway Mumbai Central, Mumbai-400008. Tenders will be sold up to 14.00 hrs. on 28/10/2014. Sealed tenders will be received upto 14.30 hrs. on 28/10/2014. Under no circumstances, the amount paid for the tender will be refunded. Tender form is non-transferable.
- 1.1.2 The tender documents can be down loaded from web site [www.rrbmumbai.gov.in](http://www.rrbmumbai.gov.in) and the cost of tender document in above said form shall be submitted along with tender documents & it should not merged with Earnest money.
- 1.1.3 Bids from Tenderers who have not purchased the documents from Railway Recruitment Board or downloaded from web site and cost of tender is not submitted in above said form with tender document and Bids not accompanied by Earnest Money are liable to be summarily rejected.
- 1.1.4 Telex/fax and incomplete offers are liable to be ignored.

### 1.2 **NATURE OF TENDERING:**

- 1.2.1 The tender document in original along with the schedule of works and maintenance of Railway Recruitment Board's website duly filled in and duly signed and stamped on each page, complete in all respects shall be enclosed in an envelope. This envelope shall then be sealed and following shall be super scribed on the envelope:

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8



**TENDER. No.RRB/S/160/13Website(R) Date-29/09/2014.**

**Date of opening: 28/10/2014, Time at 15.00 hrs**

**Name of work: - Redesigning and regular maintenance (AMC) of**

**Railway Recruitment Board, Mumbai website, [www.rrbmumbai.gov.in](http://www.rrbmumbai.gov.in).**

This envelope should be addressed to Chairman, Railway Recruitment Board, Western Railway Divisional Railway Manager's office compound, Mumbai Central, Mumbai 400 008. The Tender should be deposited in the Tender Box in the office of the Chairman Railway Recruitment Board, Divisional Railway Manager's office compound, Western Railway, Mumbai Central, Mumbai 400 008, before closing of the tender box at 14:30 hrs on 28/10/2014. Tender sealed and superscribed as mentioned above, can also be sent by Registered Post with acknowledgement to the above mentioned office, but no tender received after the 14.30 hrs on date 28/10/2014 shall ordinarily be considered.

**1.3 SYSTEM OF QUOTING RATES:**

Tenders are requested to quote their rates in terms of percentage above or below the estimated cost of the Railway Recruitment Board. The quoted rates shall includes all duties, Taxes, charges etc. Tenderers if quoting any other rates anywhere other than the Schedule of material & Works shall not be considered.

**1.4 OPENING OF TENDERS:**

1.4.1 The tenders shall be opened on date 28/10/2014 at 15.00 hrs. in the office of the Chairman, **Railway Recruitment Board**, Divisional Railway Manager's office Compound, Mumbai Central, Mumbai 400 008 and the rates will be read out in the presence of the Tenderers or their representatives, who may be present.

**1.5 EXPERIENCE AND DOCUMENTS TO ACCOMPANY THE OFFER:**

1.5.1 The tenderer should have at least five years experience in handling any Govt.or PSU website, supporting documents may be attached. In addition to this the following documents shall invariably be accompanied with the offer

1.5.2 Acceptable form of Earnest Money amounting to **Rs.5600 /-(Rs. FiveThousand six hundred) drawn in favour of the Senior Divisional Finance Manager Western Railway, Mumbai Central, Mumbai 400 008**. Bank Guarantee is not acceptable form of Earnest Money Deposit.

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

- 1.5.3 Original Tender documents purchased from **Railway Recruitment Board**, or the work including schedule of Material & Works duly signed and stamped on each page.
- 1.5.4 Certified copy of Partnership deed in case of partnership firms as per clause 15 annexure-1 (second sheet) of GCC, Memorandum of Articles of Association of the firm, extract of board of directors meeting authorizing signatory to submit the offer to the Railway Recruitment Board.
- 1.5.5 Power of Attorney, (if any), in acceptable form duly notarized from Magistrate as per GCC clause 16 of Annexure-1 Tender form (second sheet).
- 1.6 (a) As far as possible the tender/s bid should not have any condition or specification or assumption contrary to the provisions in these tender documents on which the tender/s bid is based. Tenderer/s Special Conditions, not in conformity with the tender specifications / drawings are required to be listed separately with details of exact financial implications, if any. Railway Recruitment Board will not take cognizance of conditions / variations from the tender documents or drawings etc.
- (b) It needs to be emphasized that only such conditions / stipulations which are at variance with the tender conditions, codal provision stipulated in the tender documents need be mentioned, in case Tenderer/s choose to stipulate such special conditions taking into account the restrictions mentioned elsewhere in the tender document.

Only such special conditions / specifications stipulated by the tenders/s which have been specifically approved by the Railway Recruitment Board in writing shall be accepted by the Railway Recruitment Board and shall form part of the Contract Agreement. The Tenderer/s stipulations which are at variance with the tender conditions/stipulations, codal provisions and not approved / accepted by Railway Recruitment Board shall be withdrawn by the Tenderer/s.

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

1.7 **EARNEST MONEY:**

- (a) The tender must be accompanied with requisite Earnest money mentioned in the tender notice, deposited in cash or in any of the forms as mentioned below drawn in favour of "**Senior Divisional Finance Manager, Western Railway, Mumbai Central, Mumbai 400 008**", Payable at Mumbai, failing which the tender will be summarily rejected. Deposit receipt, Pay orders and Demand drafts. These forms of earnest money could be either of the State Bank of India or of any Nationalized Banks. No confirmatory advice from the Reserve Bank of India will be necessary.

Deposit receipt executed by the Scheduled Banks ( other than the State Bank Of India and the Nationalized Banks ) approved by the Reserve Bank Of India for the purpose.

The earnest money wherever it is deposited in cash should be remitted to the Chief Cashier, Western Railway, Churchgate, Mumbai 400 020 and the receipt obtained thereof should be enclosed with the tender as a proof of the deposit of requisite earnest money. The earnest money should not be deposited with Stations.

- (b) Lump sum/Standing Earnest money is not acceptable as EMD.
- (c) The Tenderer(s) shall keep the offer open for a minimum period of validity as mentioned in the top sheet of the tender document. It is understood that the tender document has been sold/issued to the Tenderer(s) and the Tenderer(s) is / are permitted to tender in consideration of the stipulation on his/their part that after submitting his/their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Railway Recruitment Board. Should the Tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation shall be forfeited to the Railway Recruitment Board.
- (d) If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited without prejudice to any other right or remedies if the tenderer do not execute the contract agreement after acceptance of the tender within 15 (Fifteen) days after receipt of notice issued by the Railway Recruitment Board that such documents are ready and or the tenderer do not commence the work within fifteen days from date of issue of acceptance letter.

The Earnest Money of the unsuccessful tenderer (s) will, save as here-in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the Railway Recruitment Board shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

1.8 **GENERAL**

- 1.8.1 Authorized agents are allowed to buy the tender documents on behalf of their principals, with letter of authority from the principal.
- 1.8.2 Tender submitted by the tenders who have not purchased the tender documents themselves or through their agents and tenders from agents without letter of authority from the principals will be summarily rejected.
- 1.8.3 Telex/fax and incomplete offers will be summarily rejected.
- 1.8.4 Offer should be very clear. Any ambiguity in rates/ offer shall be summarily rejected.
- 1.8.5 All corrections and over-writing must be attested / countersigned by the tenderer.
- 1.8.6 The Tenderer should read the conditions carefully and also see the schedule of supply and works before submitting the offer and also ascertain site conditions and the magnitude of works involved.
- 1.8.7 New Arbitration Act 1996 will be in force in place of Arbitration Act 1940.

1.09 **FORMS TO BE ISSUED:**

Railways will issue concessional forms and other forms for payment of statutory duties, such as Sales Tax, Octroi exemption certificate in the name of the Contractor only on demand, in accordance with the existing rules.

- 1.10 **Booklet of General conditions of Contract (GCC) Works Hand Book Parts I & II, August 98 edition/latest amendments, may be purchased by Tenderer from Engineering Deptt. Of Western Railway at their own cost.**

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

## CHAPTER-III

# SPECIAL CONDITIONS OF CONTRACT

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

## **SPECIAL CONDITIONS OF CONTRACT**

### **1 SPECIAL CONDITIONS OF CONTRACT**

- 1.1 Tender shall be governed by condition of tender, General Conditions of Contracts (although meant for civil engineering works but will also be applicable to this work), Technical specifications etc. Where there is any conflict between the instructions to tenderer, conditions of tendering, special condition of contract, Tender forms, annexure etc. on one hand and General Conditions of Contract on the other, the former (special conditions) shall prevail.
- 1.2 Complete redesigning, revamping and maintenance will be done as such instructions as may from time to time be given by the Railway Recruitment Board.
- 1.3 It should clearly be understood that the contractor agrees to furnish, without any extra cost, anything and everything necessary for the complete redesigning, revamping, maintenance, safe and satisfactory working except such items as are specifically stated as being supplied by the Railway Recruitment Board in this specification and at the time of placing the contract by the written agreement, the contractor shall quote for the work, given all information.
- 1.4 **Completion period** : The entire work of designing development stated in part 'B' of scope of work shall be completed within a period of 120 days from the date of issue of LOA of the tender during this period also data in website of RRB will be uploaded by the tenderer and period of maintenance of 24 months will start after completion of redesigning and development of RRB website.

### **2 SCOPE OF WORK:**

#### **PART 'A'**

- 2.1 Yearly maintenance of RRB website for a period of 24 months.
- 2.2 Database support/search engine
- 2.3 Candidate search in PHP format (only existing candidate search format)
- 2.4 Result changes and data uploading in PHP forms
- 2.5 Unlimited changes in the result link and other pages displaying vacancies and schedule of examination on the website.

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

- 2.6 Java script coding and implementation
- 2.7 HTML coding and implementation (within existing features of the website)
- 2.8 Converting text & images into HTML
- 2.9 FTP Access
- 2.10 Generating report for online applications, call letters if issued and submit it on closure of each Employment Notice:
- i) No. of applications registered against each Post and Category.
  - ii) The valid/invalid registration.
  - iii) The firm will submit all the report, data in the CD on completion of On-line registration.

**PART `B`**

- 2.11 Design and development of Recruitment page in bilingually, in Hindi and English
- 2.12 New page for selection procedure of RRB.
- 2.13 Improvement in respect of display of latest vacancies.
- 2.14 Online printable application form for filling up the applications by the candidate, facilities for downloading of various documents by the candidates ie; application forms and call letters etc; in controlled manner and keeping safety and security of the website that this website is not hacked.
- 2.15 Re-designing of results published by RRB and archiving of old results.

**3.00 Security Measures:**

The firm shall facilitate adequate security measures with user names and passwords for Control Panel, so that registered data base is not tempered by the unauthorized persons.

**4.0 Prior Approval:**

For every Employment Notice, the formats for registration, applications, data, may be different so prior approval may be taken before making any changes. The firm shall check it before uploading and test check the data after being uploaded.

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

5. **RAILWAY RECRUITMENT BOARD SHALL PROVIDE FOLLOWING:**

- i) Description of redesigning and fields to be improved/added in the website.
- ii) Any new application which is required for any new features to be added
- iii) Procedure for online registration of applications.
- iv) Data for uploading as and when required.

6.0 **RATES, PRICE VARIATION & DUTIES/TAXES**

No price variation is admissible in the contract. However any variation arising out of changes in statutory duties will be admissible on proof of documentary evidence. No claim due to variation in duties will be accepted during the extended period of Contract unless such extension is granted on Railway Recruitment Board Account.

7. **SECURITY DEPOSIT:**

7.1 Security deposit will be at a flat rate of 5 % of the contract value as per latest GCC.

7.2 The earnest money deposit of successful tender will be retained as part of security deposit. The amount over and above the earnest money so retained to make up the full security deposit will be recovered from each running bill/ final bill at the rate of 10 % of the bill amount till the full security deposit is recovered. The balance to make up the full security deposit will be recovered only from the running bills. Bank guarantee, fixed deposit, Government securities etc. will not be accepted for security deposit.

7.3 No interest is payable on Security deposit.

7.4 Security deposit will be returned to the contractor only after ,

- (a) The expiry of **maintenance / warranty** period and after passing the final bill based on an unconditional and unequivocal 'No claim certificate' is signed by the contractor and submitted to the Railway Recruitment Board official **OR**

After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him **.(Reference :Rly Boards's letter no. 2007/CE-1/CT/18 dtd.07/03/2008).**

- (b) Certification by the contract signing authority but not less than the rank of JA grade officer ( Member Secretary in this case) for having completed the work satisfactorily.

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8



## 8. AGREEMENT

- 8.1 The successful Tenderer shall, within 15 days after having been called upon by notice to do so, be bound to execute an agreement based on accepted rates and conditions, in such form as the Railway Recruitment Board may prescribe, and lodge the same with the Railway Recruitment Board together with the conditions of contract, specifications and Schedule of prices referred to therein duly completed. Failure to do so will constitute breach of agreement effected by acceptance of Letter of Acceptance in such case EMD will be forfeited without prejudice to any other right or remedy open to Railway Recruitment Board.

## 9. PERFORMANCE GUARANTEE.

*(Revised Clause 16(4) to Indian Railways General Conditions of Contract.)*

*(Ref : Item-1 to Railway Board's letter No. 2007/CE.I/CT/18 Pt.XII, dated 31.12.2010)*

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 from the date of issue of Letter Of Acceptance (LOA). Extension of time for Submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31<sup>st</sup> 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.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
- (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;
  - (iii) Government Securities including State Loan Bonds at 5% below the market value;
  - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of

Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (vi) A Deposit in the Post Office Saving Bank;
- (vii) A Deposit in the National Savings Certificates;
- (Viii) Twelve years National Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

**NOTE:**

The instruments as listed above will also be acceptable for Guarantees in case of Mobilisation 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 upto 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.
- (d) The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases 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 encashed. 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.

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

- (g) The engineer 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 provisions in the contract agreement) in the event of:
- (h) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (i) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (j) The Contract 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

10. **MODIFICATION TO CONTRACT QUANTITIES**

***New Clause 42(4) to Indian Railways General Conditions of Contract***

***(Ref: Item-9 to Railway Board's letter No. 2007/CE-I/CT/18, dated 28.09.2007 and Item-2 to letter No. 2007/CE.I/CT/18 Pt. XII, dated 31.12.2010),***

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts

10.1 *Individual 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.

11 In cases where decrease is involved during execution of contract:

- (a) The contract signing authority can decrease the items upto 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.

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

## **12 PROGRAMME OF WORK:**

- 12.1 The Contractor shall have necessary resources to execute the work so that the entire work is completed within the period as mentioned in the "Letter of Acceptance" of the tender.
- 12.2 Within a period of 15 days beginning from the date of issue of "Letter of Acceptance", the Contractor shall submit the detailed Time Schedule for the execution of work based on the conditions in consultation with the Railway Recruitment Board
- 12.3 The Contractor on his part will have to employ adequate namely Engineers and technicians in full strength commensurate with working area available. He will also arrange matching materials and equipments to complete the job most expeditiously so as to ensure that the work is completed in phases within the stipulated period.
- 12.4 The tenderer shall do no work that may interfere with general working until adequate protection has been arranged as per the instruction of the Site in charge.

## **13 INSPECTION OF WORKS**

- 13.1 The Engineer or RRB representative may inspect and test the various portions of the work at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of materials, workmanship or design in comparison to what is called for in the specification. In the event of rejection of any work already executed and not in accordance with specification as in this tender and/or as determined by the Engineer or which the Contractor has been apprised, the Contractor shall carry out alterations/replacements to such works to the satisfaction of the Engineer incharge of the work for which no additional payment will be borne by the Railways.

## **14. INSPECTING OFFICER – POWER OF REJECTION**

- 14.1 To reject any items submitted as not being in accordance with the tendered technical specification.
- 14.2 To reject the whole of the installment offered for inspection, if after inspection the inspection authority is satisfied that the design, program offered for inspection is unsatisfactory.
- 14.3 The inspecting officer's decision as regards the rejection shall be final and binding on the contractor.

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

**15. CONSIGNEE'S RIGHT OF REJECTION:**

15.1 Notwithstanding any approval which the inspecting officer may have given in respect of the design, revamping, additional features to website or the work or workmanship involved in the performance of the contract (Whether with or without any test carried out by the contractor or the Inspecting officer or under the direction of the Inspecting officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser, to reject the design, features of the website or any part, portion of work thereof within a reasonable time.

**16 CONSEQUENCES OF REJECTION:**

16.1 If on the rejection of design, any developed features of website by the Inspecting Officer or consignee at the destination, the contractor fails to redesign, redevelop and maintain the website within a week time the purchaser shall be at liberty to: -

- a) Request the contractor to redesign, redevelop, make the website run satisfactory forthwith but in any event not later than period of 15 days from the date of rejection and the contractor shall bear all the cost of such redesigning, redeveloping and maintenance of the website if any, on such but without being entitled to any extra payment on the or any other account.

**17 RIGHT TO RAILWAY TO KEEP BACK FROM THE CONTRACT OR ANY PORTION OF THE WORK.**

17.1 The successful tenderer will however, have no claim or right in the execution of work which in the opinion of the Railway Recruitment Board should be carried out departmentally or otherwise and the Railway Recruitment Board reserves the right that any time after acceptance of the tender, to keep back from the contract and carry out the work or any portion of work, through any other agent. No claim for compensation/loss or whatsoever on this account will be entertained by the Railways.

**18. SUBLETTING AND ASSIGNMENT:**

18.1 In the event of the Contractor's subletting of assigning this contract or any part thereof without such permission, the purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere at the Contractor's risk and cost and the Contractor shall be liable for any loss or damage which the Purchase may sustain in consequence or arising out of such purpose.

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

19. **EXECUTION OF WORK**

- 19.1 All the work shall be executed in strict conformity to the provisions of the contract document and with such explanatory detailed drawings, specifications and instructions as may be approved from time to time by the Railways, based on detailed design and applications carried out by the contractor in line with requirements as per contract document. The contractor shall be responsible for ensuring that the work throughout are executed in the most substantial, proper and workmanlike manner with the quality of designing and workmanship in strict accordance with the specifications and as per sound industrial practices and to the entire satisfaction of the Railways..
- 19.2 The team will comprise of at least one Maintenance Engineers and other supporting staff located in the Mumbai . Contractor will make sure that they can be easily contacted through telephones/Cell Phones at any time.
- 19.3 Railway Recruitment Board staff shall be fully associated with the maintenance work under maintenance team will do the preventive maintenance of website, upkeepment, updating of website whenever required. If any lacuna is noticed in the functioned as a result of any defect in design or manufacture, the same will be rectified by the contractor free of cost. During such rectification if any faulty design, application, programme, they shall be rectified immediately by the contractor.

20. **MAINTENANCE PERIOD:**

- 20.1 The contractor shall maintain the work in all respect including updation, registration, uploading of datas and preparing report free of charge for a period of 24 months.The period of maintenance of 24 months will start after completion of redesigning and development of RRB website.

21. **WARRANTY**

- 21.1 The contractor shall warrant that website shall be free from defects and faults in design, programme, and applications and shall be of highest grade and consistent with the established and generally accepted standards for such type of programmes, applications.
- 21.2 During warranty period of 24 months all programmes, applications which have turned defective, shall be replaced immediately at his own cost

Signature of Tenderer



For Chairman

Railway Recruitment Board  
Mumbai Central, Mumbai-8

## **22. PENALTY**

Failure to maintain, upload, upkeep and function of the website of the Railway Recruitment Board during the warranty period within 15 days, will invite a penalty of 5% of the cost of the maintenance (AMC) accepted on this tender. If continued more than a month Railway Recruitment Board reserves the full right to cancel the contract forfeiting the payments due along with the aforesaid penalty. The security deposit will also be forfeited.

## **23. TERMS OF PAYMENT**

23.1 On successful completion of work of redesigning and enhancing of RRB website ( Part "B") the Contractor will be paid 35% of the contract value subject to any deductions or recovery which the Railway Recruitment Board may be entitled to make under contract. The remaining payment will be made @ of 8% of the contract value after each quarter for the contract of 24 months for upkeepment and maintenance of website and if any remaining amount left as per the contract value, will be paid along with the last quarter payment.

## **24. TAXES**

24.1 Deduction of Income Tax at source as per provisions of Finance Act and Income tax in force shall be made from the Contractor/Sub-Contractor and the amount so deducted will be credited to the central Government. Settlement of Income Tax should be made with Income Tax authorities. Wherever the law makes it statutory for the Purchaser to deduct on amount towards Sales Tax on Works Contract, the same will be deducted and remitted to the concerned authority.

24.2 The contractor and all personnel employed by him shall pay such taxes like Income Tax as are payable under statutory laws of India and the Purchaser will not accept any liability for the same.

## **25. FORCE MAJOR CLAUSE**

25.1 If at any time, during continuance of this Contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil Commotion, Sabotage, fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine, restrictions, lockouts, any statute, statutory rules, regulations, order of requisitions issued by any Government Department or Competent Authority or acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence there of neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the Railway Recruitment Board and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the Railway Recruitment Board may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

## 26 ARBITRATION ACT

26.1 Arbitration and conciliation ordinance 1996/ Arbitration act 1996 will be valid for this tender in place of Arbitration Act 1940.

## 27. SETTLEMENT OF DISPUTES:

- a) The disputes will be settled under the arbitration act 1996.
- b) The successful tenderer/s shall put up his / their claim as per clause 43 of the General Conditions of Contract during the progress of work and not after completion of the work. All such claims and disputes shall be settled promptly during the progress of the works. The final authority for giving the decision on claims and disputes put up by the tenderer/s, contractor/s shall be the Chairman, Railway Recruitment Board, Mumbai only

C)The provision of Clauses 63 & 64 to the General Condition of Contract will be applicable only for settlement of claims or disputes between the parties for values less than or equal to 20% of the value of the contract, and when claim or disputes are of value more than 20% of the contract, provision of Clauses 63 & 64 and other relevant clauses of the General Conditions of Contract will not be applicable and arbitration will not be a remedy for settlement of such disputes.

d)The contractor shall not be entitled to ask for reference to arbitration, before the completion of the work assigned to him / them under this contract. The contractor/s shall seek reference to arbitration to settle disputes only once within the ambit of condition 45-(c) above.

e)The contractor/s shall not be entitled to make any claim whatsoever against the Railway Recruitment Board under or by virtue of or arising out of this contract, nor shall the Railway Recruitment Board entertain or consider any such claim, if made by the contractor/s after he/they would have signed a 'No Claim Certificate' in favour of the Railway Recruitment Board, in such form as shall be required by the Railway Recruitment Board after the works are finally measured up. The contractor/s shall be debarred from disputing the correctness of the items covered by 'No Claim Certificate' or demanding a reference to arbitration, in respect thereof. After clear 'no claim' as given by contractor the dispute if any will not be arbitrable

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8



# CHAPTER-IV

## SCHEDULE OF MATERIAL & WORK

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

## SCHEDULE OF MATERIAL & WORK

**TENDER No: - RRB/S/160/13Website(R) Date:29/09/2014**

**Name of work:: Redesigning and regular maintenance (AMC) of  
Railway Recruitment Board, Mumbai website, www.rrbmumbai.gov.in.**

Sr. No.	PART-"A"	Units	Period	Cost per annum (')	Total Cost (')
01 02 03 04 05 06 07 08 09	Yearly maintenance of RRB website Database support/search engine Candidate search in PHP format (only existing candidate search format) Result changes and data uploading in PHP forms Unlimited changes in the result link in the website Java script coding and implementation HTML coding and implementation (within existing features of the website) Converting text & images into HTML FTP Access	Months	24	75,000/-	1,50,000/-
	<b>PART-"B"</b>				
10	i) Design and development of Recruitment page. (Scope of work may be seen in Chapter-III) ii) New page for selection procedure of RRB. iii) Improvement in respect of display of latest vacancies. iv) Payment of online printable application form for filling up the applications by the candidate. v) Re-designing of results published by RRB and archiving of old results		120 days		98,000
11	Total cost				2,48,000

**(Rupees Two Lakhs Forty Eight Thousand only)**

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

**Note:**

1. Tenderer shall not quote rate for individual items.
2. Tenderer should only quote percentage **above or below** the Railway Recruitment Board total cost.
3. Rate quoted by the Tender should include all Taxes & duties
4. Railway Recruitment Board decision shall be final, if any deviation noticed in the certificate endorsed below.
5. Tenderer should complete & sign the following certificate: -

I/We undertake to do the above work at\*-----%( in figure)-----  
-----% (in words) **above/below** the total cost quoted above .

\* Write percentage both in figure and in words.

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

# CHAPTER-V

## ANNEXURES AND PROFORMAS

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8

**RAILWAY RECRUITMENT BOARD,  
MUMBAI CENTRAL, MUMBAI-400008.**

**AGREEMENT FOR WORKS**

**CONTRACT AGREEMENT NO.**

**DATED** \_\_\_\_\_

ARTICLE OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between the President of India getting through the Railway Recruitment Board Administration hereafter called the " Railway Recruitment Board " of the one part and \_\_\_\_\_

\_\_\_\_\_ hereinafter called the "Contractor" of the other part.

Set forth in the schedule & Tender documents No. \_\_\_\_\_ on the General condition of the contract and Special conditions / Specifications of the contract AND WHEREAS the performance of the said work is an act in which Public is interested.

NOW THIS INDENTURE PRESENTS WITNESSETH that in consideration of the payments to be made by the Railway Recruitment Board, the Contractor will duly perform the said works in the said Schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway Recruitment Board and will complete the same in accordance with the said specifications and said drawings and said conditions of contract within \_\_\_\_\_ months from the date of acceptance, rectify the Installation defects if any of the said work for period of \_\_\_\_\_ months and maintain the same for \_\_\_\_\_ month from the certified date of their taking over by the Railway Recruitment Board and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth herein), And the Railway Recruitment Board do, hereby agree that if the contractor shall duly perform the said work in the manner aforesaid and observe and keep the said terms and conditions, the Railway Recruitment Board will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the schedule hereto annexed.



For Chairman

**Railway Recruitment Board**

Mumbai Central, Mumbai-8.

For and on behalf of the President of India.

Signature of Contractor.

Contractor's address:-

Signature of witnesses with address:-

1 \_\_\_\_\_ 2 \_\_\_\_\_  
\_\_\_\_\_

**PROFORMA FOR BANK GUARANTEE BOND**

**The President of India,  
Through the Senior Divisional Finance Manager ,  
Mumbai Central, Mumbai 400 008.  
Western Railway.**

1. In consideration of the President of India (hereinafter called "the Government") having agreed to accept from.....(hereinafter called "the said contractor/s"), under the terms and conditions of an Agreement/Acceptance letter dated .....made between.....and .....(hereinafter called "the said Agreement") the Performances Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs.....(Rupees.....only) we,.....(indicate the name of Bank thereafter referred to as "the Bank") at the request of .....contractor/s do hereby undertake to pay the government an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by the Government by reason of any branch by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We ..... (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Government stating that the amount claimed is by way of loss or damage caused to or suffered by the Government by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement , any such demand made on the bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor/s/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payments.

4. We.....(indicate the name of the bank ) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement ,including Maintenance/Warranty Period, and that it shall continue to be enforceable till the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharge or till .....office/Department. Ministry of Railway certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the .....we shall discharge from all liability under this guarantee thereafter.

5. We,..... (indicate the name of the bank ) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Government against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, extension being granted to the contractor/s for any forbearance act or commission on the part of the Government or indulgence by the Government to the said contractor/s or such any matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

6.This Guarantee will not be discharge due to the change in the constitution of the bank or the Contractor(s)/Suppliers(s)

7. We,.....(indicate the name of Bank).....undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date this.....day of .....201---

For .....

(Indicate the name of Bank)

Signature of Tenderer



For Chairman  
Railway Recruitment Board  
Mumbai Central, Mumbai-8