

***RAILWAY RECRUITMENT***

***BOARD***

***MUMBAI***

**TENDER FORM**

**ADVT. TENDER NO.**

**RRB/S/152/15/1**

DATE: 03.07.2015

TENDER CLOSING DATE : 03.08.2015  
TIME UPTO : 15.00 HRS.

TENDER OPENING DATE : 03.08.2015  
TIME AT : 15.30 HRS

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Price Rs. 2000/-

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

**TENDER. No.RRB/S/152/15/1 dt. 03.07.2015**

**Name of the Work: Hiring of Air Conditioned Vehicle (Tata Indigo, White)**  
**at Railway Recruitment Board, Mumbai Central**

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

Price: Rs.2, 000/-

## Railway Recruitment Board

### TENDER NOTICE

#### **Tender No. RRB/S/152/15/1 dt.22.06.2015**

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>Hiring of Air Conditioned Vehicle (Tata Indigo, White) for Railway Recruitment Board office Mumbai Central.</b>
Estimated Cost of Work	<b>8,05,968/-</b>
Earnest Money Deposit	<b>16,500/-</b>
Cost of Tender Document	2,000/- (2,500/- if required by Post)
Completion Period	2 years
Validity of Offers	<b>90 Days</b>
Issue of Tender Document	<b>Upto 14.00 hrs. of 03/08/2015</b>
Receipt of Offers	<b>Upto 15.00 hrs. on 03/08/2015</b>
Tender Opening	<b>At 15.30 hrs. on 03/08/2015</b>

Non-transferable Tender Documents containing detailed description of the Schedules of Supply of material & Works 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/- 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 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.
- ii) Telex/fax and incomplete offers are liable to be ignored.

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

Signature of Tenderer



No. RRB/152/15/1.

Dt. / /2015.

**The President,  
Acting through,  
The Chairman,  
Railway Recruitment Board,  
Divisional Office Compound,  
Mumbai Central,  
Mumbai – 400 008.**

1. I/We M/s. \_\_\_\_\_ Tender , for the hire of vehicle on monthly Basis for a period of two years at the terms and conditions attached to the tender No. RRB/S/152/15/1 dt.03.07.2015
2. I/We hereby declare that I/We have carefully read the terms and conditions of tender for hiring vehicle and duties and agree to abide by the same and the issue of letter of my/our offer by the Chairman, Railway Recruitment Board, Mumbai will constitute a binding contract between me/us and the President of the Union of India.
3. I/We agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We be liable for forfeiture of my/our Earnest Money.
4. I/We hereby agree to abide by the General Conditions of Contract of Railways existing on date and to carry out work according to the directions of Chairman, Railway Recruitment Board, Mumbai.

.....  
Signature of Tenderer  
Address & Telephone No.

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Two Witnesses :-

1. Signature .....

Name & Address :

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2. Signature .....

Name & Address :

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**TENDER FORM FOR HIRING OF VEHICLE ON MONTHLY BASIS  
FOR RAILWAY RECRUITMENT BOARD, MUMBAI.**

01	Name of Applicant	
02	Name of Manager and title of the firm	
03	Address of Registered Office or place of business.	
04	Type of business now engaged in	
05	If actively engaged in hiring of vehicle	
06	Number and type of vehicle owned with their Registration number and their capacities and also the routes for which the permits have been obtained(show against each motor vehicle whether working with petrol/diesel or gas.)	1. 2. 3. 4.
07	Other details of experience in the transport line.	
08	Have you previously entered into any contract with this Railway or any other Railway for any purpose. If so, give full details.	
09	Banker's reference	



Signature of Tenderer

10	Particulars of financial standing.	
11	Details of experience in any other line of business.	
12	Any additional information you may wish to record.	



Signature of the Tenderer  
With address & Tel. No.



- (a) The expiry of contract 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.

**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;
  - (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.

Signature of Tenderer



Assistant Secretary  
Railway Recruitment Board  
Mumbai.



- (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.
- (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.
- (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 Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

Signature of Tenderer



(iii) 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

5. The Firm/Proprietorship should own a fleet of at least four vehicles so as to provide alternative arrangement in case of any break-down and have an experience of at least three years in the field of providing services of hired vehicle.

6. The firms should furnish the following information along with their quotations in the prescribed form.

a) Practical experience in giving the vehicle on hire basis.

b) Particulars of vehicle available with them and whether they hold permits for the vehicles required for providing the above services, and

c) Particulars of their financial standing and experience in any other lines of business, if any

It must be clearly understood by the firms that the Railway Administration do not undertake any responsibility to obtain permits for the vehicles of the contractors.

7. The vehicle to be utilised by the Railway Recruitment Board, under control of Chairman, Railway Recruitment Board, Mumbai Central, Mumbai-400 008, should be in a perfect road worthy condition of not older than 2013 model. The same vehicle with the same driver should preferably be maintained for every day. During the currency of contract, vehicle cannot be used for any other purpose except for the official use of RRB office.

8. The drivers put on the job by the firm must always possess valid driving license, registration papers, road tax paid receipts, other necessary documents etc. The complete bio-data of Driver has to be submitted for police verification.

9. The driver attached to the vehicle should be smart, well-behaved, polite, well mannered and in a white clean uniform and should have been provided with a mobile phone to have a contact with him. The driver has to be well conversant about routes of Maharashtra State Road network and cities like Mumbai and suburbs. Punctuality in attendance and disciplined behavior is of utmost importance for the driver. In case the driver is not found to the satisfaction of officers/official, the driver shall be changed by the contractor failing which, a driver from the market would be arranged by this office & double the stipulated salary shall be charged from the contractor.

Signature of Tenderer





22. No payment will be admissible if the vehicle fails during the trip and immediate alternative arrangement is not provided by the firm. The financial loss suffered by Railway due to failure of vehicle will be recovered from the firms outstanding bills. In the event of the breakdown of the vehicle enroute, responsibility of transporting the incumbent of the vehicle to his destination shall be borne by the firm.
23. The firm shall be responsible for any accident, mishap, damage to vehicle or Railway men & material being carried therein and all consequence arising thereof.
24. The firm shall be fully responsible for any accident and shall be liable to pay compensation etc. as per rules enforced by Govt. from time to time.
25. The vehicle deployed on the job should be fit in all respects for operation in accordance with the prevailing motor vehicles act and rules, amended from time to time and have all their relevant RTO documents like RC book, insurance certificate, fitness certificate etc. The firms shall be responsible for any lapse in this regard.
26. The firm shall be liable to honour Central & 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 inadvertence) by the firm or its employees, representatives etc. of such statutory provisions in force.
27. The vehicles should have comprehensive insurance.
28. No bills will be entertained without complete duty slips. Duty slips should be filled/completed in all respects i.e. indicating therein the reporting kms. And time releasing kms. And time with concerned releasing authority's signature.
29. In case of unsatisfactory report from the user of the car, the firm's traveller's services will be discontinued immediately and will not be utilized in future.
30. Normal period of working will be 9.00 hrs. to 21.00 hrs. daily. During emergency the vehicle may be utilized during night hours also. However, the vehicle can be called at any time whenever required.
31. Extra payment would be paid if the vehicle is utilized in a month for more than 1500 kms or more than 300 hours.

Signature of Tenderer



32. Rates for the additional kms. and hour if vehicle used beyond nominated kms and hours will be paid as fixed by the Railway which is mentioned in the quotation inviting letter itself.

33. Hours and Kms will be treated from reporting to/upto releasing the vehicle from Chairman, Railway Recruitment Board's office at Mumbai Central/Residence of Chairman

34. Parking Charge/Toll/entry fee etc. would be paid by the Railway separately on actual basis on production of original receipt.

35. Payment will be made on monthly basis.

36. The monthly rate shall be inclusive of all type of maintenance/repair expenditure towards vehicle, fuel & consumable expenses, driver's salary/allowance etc., various type of taxes including service tax by RTO, State Govt.,etc., and any other charges required for execution of above hiring. Once the rates are quoted in the tender, the same will continue and there will be no alteration in the rates during the contract period.

37. Penalty : In case a driver remains absent and/or vehicle is not made available for transporting the Railway Officials, a deduction shall be made as per following formula :

**Rate of Penalty per day:**

Flat recovery of Rs.1000 per day or the payment to be made for making alternative arrangement whichever is higher.

38. The firm shall indemnify the Railway against any or all claims which may arise out of the Motor Vehicles Act or Workman's Compensation Act or any other act or stature having bearing over the services and for engagement of workmen, directly or indirectly for performance of work under the contract.

39. The firm shall indemnify the Railway and its employees against any penalties as "PRINCIPAL EMPLOYER" for any failure to honour various Central/State laws/enactments.

40. Quotation form and the terms and conditions should be sent in a cover duly sealed and superscribed quotations for hiring of vehicle and addressed to the Chairman, Railway Recruitment Board, Divisional Office Compound, Mumbai Central, Mumbai-400 008.

Signature of Tenderer



Handwritten signature in blue ink over a purple stamp. The stamp contains the text: "Divisional Office", "Railway Recruitment Board", "Mumbai".

41. The validity of the contracts can be increased/decreased 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

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.

42 *FORCE MAJOR CLAUSE*

42.1 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 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.

Signature of Tenderer



आचार्य कार्यालय  
आचार्य कार्यालय  
Railway Recruitment Board  
Mumbai.

43 **ARBITRATION ACT**

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

44. **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 44-(c) above.

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.

45. The Chairman Railway Recruitment Board, Mumbai, acting for and on behalf of the Railway Administration, reserves himself the right to reject, without assigning any reasons, any or all quotations and is not bound to accept the lowest or any quotation.

46. The submission of the quotation will be deemed to imply that the above conditions have been studied and understood by the firm and the firm is aware of the full scope of the work to be done and conditions effecting the execution. The quantity provided in the tenders can be vary on either sides up to permissible limits of works contract.

Signature of Tenderer



47. Railway administration reserves the right to terminate the contract with 30 days notice without assigning any reasons. Contractor will not have any claim whatsoever for loss of profit or for any remaining period of contract etc.

READ AND ACCEPTED

Signature of the Firm  
With address & Tel. No.

Signature of Tenderer







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

**AGREEMENT FOR HIRING OF A/C VEHICLE**

**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 terms and said conditions of contract from the date of acceptance. 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:-

