

START OF TENDER DOCUMENT

TOP SHEET

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RAILWAY RECRUITMENT BOARD, SILIGURI

TENDER No: RRB/SGUJ/AC-VEHICLE/2018

Name of work: Hiring Of One new AC Vehicle (Renault DUSTER/Mahindra XYLO/Toyota Innova, or superior) along with Driver as staff car of Chairman , Railway Recruitment Board /Siliguri for a period of 02 (Two) years.

Approx .Cost of work: Rs. 10,03,979=00 Rupees(Ten lakhs three thousand nine hundred seventy nine) only

Tender Document cost: Rs. 2000/- (Rupees Two Thousand) only in the form of DD.

Chairman
Railway Recruitment Board
Siliguri

Railway Recruitment Board, Siliguri

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RAILWAY RECRUITMENT BOARD, SILIGURI

Tender Notice

TENDER NOTICE NO. RRB/SGUJ/AC-VEHICLE/2018

Date: 15.06.2018

For and on behalf of the President of India, the Chairman; Railway Recruitment Board, Siliguri, invites following open tender in sealed cover on the prescribed tender-form for the following works.

Tender No.	RRB/SGUJ/AC-VEHICLE/2018
Name of work	Hiring of One New AC Vehicle (Renault DUSTER/Mahindra XYLO/Toyota Innova, or superior) along with Driver as staff car of Chairman, Railway Recruitment Board /Siliguri for a period of 02 (Two) years.
Approximate value	Rs. 10,03,979=00 Rupees (Ten Lakh Three Thousand Nine Hundred Seventy Nine)only (Including GST).
Earnest Money	Rs. 20,080=00 (Rupees Twenty thousand eighty) only.
Completion Period	24 (twenty four) months from the date of commencement of work.
Places of selling tender documents	Office of the Chairman, Railway Recruitment Board, Siliguri.
Places of receiving tenders	Office of the Chairman, Railway Recruitment Board, Siliguri and Sr.DPO/KIR
Availability of tender documents	On any working day from 18.06.2018 (Monday) and upto 11:00 hours of 17.07.2018(Tuesday).
Last date of Submission of tenders	Upto 13:00 hours of 17.07.2018(Tuesday).
Date & Place of opening of tenders	18.07.2018 (Wednesday) at 16:00 hours at the office of Chairman, Railway Recruitment Board, Siliguri
Cost of tender documents	Rs2,000/- (Two Thousand) only in the form of Crossed Demand Draft of SBI or any Nationalized Bank amounting to Rs.2,000/-Rupees (Two Thousand) only drawn in favour of Financial Advisor & Chief Accounts Officer, N. F. Railway, Maligaon, Guwahati . Out station firms required tender document by post shall remit request along with the sum as specified above plus Rs.500/- extra per tender as Postal charge so as to reach the office of Chairman, Railway Recruitment Board/Siliguri at least 10 (ten) days prior to date of closing of Tender. The Rly. Administration (RRB/Siliguri) shall not be held responsible for Postal delays. Further, Railway will not be responsible for any delay, damage or loss of tender documents in transit.
Validity of offer	120 days

The details of above tender can be seen in the Tender Documents. One copy of above Tender Notice is available in the office Notice Board. The Tender documents can also be downloaded from website www.rrb-siliguri.org If tender documents are downloaded, the cost of per tender i.e. Rs.2000/- each must be deposited through separate Demand Draft payable in favour of FA & CAO, N. F. Railway Maligaon, Guwahati (Assam) alongwith submission of tender otherwise the tender will be rejected. The tenderer must have experience of providing vehicle on hiring basis.

Note:

- (i) Tender documents are not transferable and cost of tender document is not refundable.
- (ii) Tender documents should be submitted without detaching any pages.
- (iii) If the last date of issuing/receiving/opening of Tender happens to be Bundh/Holiday(s), the tenders will be issued/received/opened on the next working day as per same timings

CHAIRMAN
Railway Recruitment Board, Siliguri.
For & on behalf of the President of India.

CHAPTER-1
TENDER FORM FIRST SHEET

Tender No. RRB/SGUJ/AC-Vehicle/2018

Issued to:

Approximate Cost: Rs. 10,03,979=00 Rupees (Ten Lakh three thousand nine hundred seventy nine)only
(Including GST).

Name of Work: Hiring of One new AC Vehicle (Renault DUSTER/Mahindra XYLO/Toyota Innova, or superior) along with Driver as staff car of Chairman , Railway Recruitment Board /Siliguri for a period of 02 (Two) years.

The President of India
Acting through Chairman
Railway Recruitment Board/Siliguri

1. I/we have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I/we also agreed 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 of Rs. 17324/- (Rupees Seventeen thousand three hundred twenty four) only
I/we offer to do the work – Hiring of one AC light motor vehicle under Chairman, RRB/Siliguri, at the rates quoted in the attached schedule and hereby agree to complete the work in all respects within 24 months from the date of issue of letter of acceptance of the Tender or date of execution of CA as the case may be..
2. I/we also hereby agree to abide by the General conditions of Contract and standard special condition of Contract, 1998 and standard specification, 1998 of Northeast Frontier Railway Engineering department, with the special condition and special specifications laid down for this work and attached with the tender and schedule of rates (for Labour and materials) of Northeast Frontier Railway, 1993 addition corrected up-to-date.
3. A sum of Rs. 20,080/- (Rupees Twenty thousand eighty) only is hereby forwarded as earnest money. The full value of the earnest money Rs. 20,080/- (Rupees Twenty thousand eighty) only which shall take the character of Security Deposit on acceptance of this tender and shall stand forfeited without prejudice to any other rights or remedies, if:

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

I/We do not commence the work within ten days after receipt of the orders to this effect.

(Contd.....)

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

4. Once the acceptance of the tender is communicated to me/us a legal and enforceable contract comes into being. If in accordance with the letter of acceptance I/we fail to commence work within the period stipulated in the acceptance letter and fail to execute the formal agreement. I/We shall be liable for breach of the contract and the consequences of beach of any of the conditions of the contract shall entitle Railway Administration to have work/job executed at my/our risk and cost and to claim extra cost/expenditure sustained by the Railway Administration.

Signature of Witness:

Signature of Tenderer (s)

1.

Address:

2.

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

(TENDER FORM SECOND SHEET)

1.0 INSTRUCTION TO TENDERES AND CONDITION OF TENDER & CONTRACT

1.1 TENDER DOCUMENTS:

The documents forming the complete Tender (which is deemed to be pan of the Contract) consists of the following-

- a) Tender form (First and second sheet)
- b) Special conditions of Tender and Contract
- c) Schedule of work with approximate quantities (enclosed)
- d) "Regulation for Tender and contract", "General condition of contract" of N. F. Railway Edition-1993 (although meant for use in connection with Civil Engineering Works shall also be applicable for this work) hereinafter called General condition of Contract and "Indian railway Code for the Engineering Department (Revised Edition 1989)" with up-to-date corrections (not enclosed herewith).

However, condition/provisions in the tender forms (First and Second Sheets) and special condition of tender & contract and Technical specification vide 1.1 (a) & (b) above will override any overlapping or conflicting condition/provisions given in these documents.

Note: The documents which are not enclosed herewith can be seen in the office of Chairman, Railway Recruitment Board, Siliguri on any working days during office hours.

- e) Cost of Tender documents: Rs. 2,000/- (Two Thousand) only in the form of Crossed Demand Draft of SBI or any Nationalized Bank amounting to Rs. 2,000/- (Two Thousand) only drawn in favour of Financial Advisor & Chief Accounts Officer, N. F. Railway, Maligaon, Guwahati. Out station firms required tender document by post shall remit request alongwith the sum as specified above plus Rs.500/- extra per tender as Postal charge so as to reach the office of Chairman, Railway Recruitment Board/Siliguri at least 10 (ten) days prior to date of closing of Tender. The Rly. Administration (RRB/Siliguri) shall not be held responsible for Postal delays. Further, Railway will not be responsible for any delay, damage or loss of tender documents in transit.
- 1.2 SUBMISSION OF TENDER: The last date and time of submission of Sealed Tender is Upto 13:00 hours of 17.07.2018(Tuesday) at the office of (a) Chairman, Railway Recruitment Board/Siliguri, (b) Sr.Divisional Personnel Officer, Katihar. The Tender can be deposited in Tender box nominated for the particular Tender at the office of (a) Chairman, Railway Recruitment Board/Siliguri, (b) Sr.Divisional Personnel Officer, N. F. Railway, Katihar. The tender boxes shall be sealed at the date and time prescribed as the closing time for submission of the Tenders.
- 1.2.1 The tender will be opened on 18.07.2018(Wednesday) at 16:00 hours at the office of **Chairman Railway Recruitment Board, Siliguri** in the presence of Tenderers or their representatives as are present at that time by the Officer Authorized to open the Tenders. The Authorized Officer shall read out the name of the Tenderer following by rates quoted by the Tenderers. If the last date of issuing/receiving/opening of Tender happens to be Bundh/Holiday(s), the tenders will be issued/received/opened on the next working day as per same timings.
 - 1.2.2 Tender documents (not transferable) can be purchased and submitted through authorized agents of the tenderer.
 - 1.2.3 Tenders submitted by the tenderers who have not purchased the tender documents themselves or through their agents, tenders not accompanied by earnest money, tenders from agents without letter of authority from the Principals will be summarily rejected.

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

- 1.2.4 Telex/Fax or incomplete offer will be summarily rejected.
- 1.2.5. **No rates should be quoted with fraction of rupees.**
- 1.2.6. Tender documents in which tender are submitted by a tenderer shall become the property of Railway Recruitment Board (RRB) and the RRB shall have no obligation to return the same to the tenderer (s).
- 1.2.7. The tenderer shall sign and stamp each and every page of the tender documents in token of his/their having read, understood, agreed and complied the same and to this effect he shall submit in writing, " I/We hereby confirm that I/We agree to comply all the conditions of this tender" along with his offer.

In case the tenderer is not able to comply with the provisions of any clause(s) of the tender document, he shall submit clause-wise non-compliance report giving reasons, and to this effect, he shall submit in writing, "I/ We hereby confirm that I/We agree to comply all the conditions except those mentioned in my/our non-compliance statement enclosed, of this tender" along with his offer.

1.2.8. SIGNING OF TENDER:

All offers shall be either type written or written neatly in indelible ink .Each page of the offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right hand corner of the top page.

- 1.2.9. All copies of the tender paper shall be signed in ink by the tenderer, on each page including closing page, in token of his having studied the tender papers carefully.

1.2.10 ADDRESS FOR COMMUNICATION:

Tenderer shall indicate his full postal address, telephone numbers, telegraphic address and telex/fax numbers, if any. Any communication sent to the tenderers at his address, shall be deemed to have reached timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time because of any inaccuracy or defect in the said address. Any change thereof shall be advised to the Railway promptly.

1.2.11 APPLICABLE FOR TENDER DOCUMENTS DOWN LOADED FROM INTERNET:

- (a) Master copy of Tender Documents placed in website : Tenderer are free to down load tender documents at their own risks, consequence and costs and use the same as tender document for submitting their offer. Master copy of tender document will be available in the office of Chairman, RRB/Siliguri. The agreement, which will be prepared on awarding of work, will be based on the master copy available in the offices mentioned above and not based on the tender documents submitted by the tenderer. In case of any discrepancy between the tender documents downloaded from internet and the master copy, later shall prevail and will be binding on the tenderer. No claim on this account will be entertained.

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

(b) Cost of tender document downloaded from internet: Tender documents are available on the website of RRB/Siliguri i.e. www.rrbsiliguri.org and the same can be downloaded and used as tender document for submitting the offer. This facility is available free of cost. However, the cost of tender paper as indicated in the NIT/Tender paper in relevant para will have to be deposited by the tenderer in the form of bank draft payable in favour of FA & CAO, N. F. Railway, Maligaon along with the tender document. This should be paid separately and not included in the earnest money. In case, tender is not accompanied with the cost of the tender document as detailed above, tender will summarily rejected.

1.2.12 Railway Administration will not be responsible for any delay/difficulties/inaccessibility of the down loading facility for any reason what so ever.

1.3 EARNEST MONEY

1. 1.3.1 The tenderer(s) is /are required to deposit with the Chief Cashier/N. F. Railway/New Jalpaiguri in favour of FA & CAO/N. F. Railway/Maligaon under **Allocation No. 00844519** a sum of Rs. 20,080.00 (Rupees Twenty thousand eighty) only as Earnest Money and the receipt obtained thereof should be enclosed with the tender as a proof of the deposit of the requisite Earnest Money.

1.3.2 The earnest money can also be deposited in any of the following forms in favour of FA & CAO/N. F. Railway/Maligaon in lieu of Cash. In such case the validity/currency (if applicable) should be at least three months beyond the date of validity of offer. **EMD in the form of Bank Guarantee shall not be accepted.**

- (i) Deposit Receipt, Pay Order & Demand Draft. These forms of Earnest Money should be either of the State Bank of India or any other Nationalized Banks. No confirmatory advice from the Reserve Bank of India will necessary.
- (ii) Deposit Receipt executed by the schedule Bank (other than the State Bank of India and the Nationalized Bank) approved by the Reserve Bank of India for the purpose. The N. F. Railway will not accept any such deposit receipt without getting in writing the concurrence of the Reserve Bank of India.
- (iii) Deposit Receipt tendered by the Scheduled Bank which have not been approved by Reserve Bank of India for the purpose provided.
 - (a) The bond in question is countersigned by any of the approved Bank (including the State Bank of India) whereby the later undertake full responsibility to indemnity the N. F. Railway in case of default.
 - (b) The bank concerned lodged with the Reserve Bank of India requisites securities, namely case deposits of Government securities in respect of the guarantees to be executed or deposits receipts to be tendered by it.

1.3.3 Apart from the above proviso, prior concurrence of the Reserve Bank of India, in writing should be necessary before accepting Deposit Receipt under (iii) (a) (b) bid.

1.3.4 Government securities (stock certificates, bearer bonds, promissory notes, cash certificate etc.) will not be accepted.

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

- 1.3.5 Tender unaccompanied by the requisite earnest money will be summarily rejected. If the deposit receipt for earnest money is not in any of the prescribed forms as stipulated in para 1.3.2 above, the tender will be considered as unaccompanied by requisite earnest money, and hence will be summarily rejected.
- 1.3.6 The tenderer (s) shall hold the offer open for a period of 120 days (One hundred twenty days) from the date fixed for opening the same. It is understood that the tender documents have been sold/issued to the tenderer in consideration of the stipulation on his part that after submitting his tender he will not rescind from his offer or modify the terms and conditions thereof in a manner not acceptable to the Chairman, RRB/Siliguri. Should the tenderer fail to observe or comply with the foregoing stipulation the whole amount of Earnest Money shall be liable to be forfeited by the RRB.
- 1.3.7 The earnest money will be returned to the unsuccessful tenderer (s) after finalizing the tender and to the successful tenderer after signing the contract agreement with the N. F. Railway. Till then N. F. Railway will not be liable to pay any kind of interest of the earnest money.

Note: Earnest Money in the form of Guarantee Bond shall not be accepted, Standing Earnest Money is not acceptable.

1.4 SECURITY DEPOSIT:

- 1.4.1 The **successful tenderer** shall be required to deposit with the Chief Cashier, N. F. Railway/New Jalpaiguri in favour of FA & CAO/N. F. Railway/Maligaon under **Allocation No. 00844519** an amount to be determined in terms of clause No. 1.4.3 below, as Security Deposit and the receipt obtained thereof should be submitted as a proof before entering into a written contract agreement with the Railway, in token for the due fulfillment of the contract.
- 1.4.2 The Security Deposit can also be deposited in any of the following forms in favour of FA & CAO/N. F. Railway/Maligaon, in lieu of cash. In that case the validity/currency (if applicable) should be at least three months beyond the Warranty Period (in terms of clause No. 2.17).
- i. Government Securities.
 - ii. Deposit Receipt, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of security deposit could be either of the State Bank of India or any of the Nationalized Banks. The format of the bank Guarantee Bond is shown in Annexure – III (enclosed) in chapter – 4.
 - iii. Guarantee Bond executed or deposits receipts tendered by all scheduled bank as indicated in para 1.3.2 (ii).
 - iv. A deposit in the Post Office Saving bank.
 - v. A deposit in the National Saving certificates.
 - vi. Twelve years National Defence Certificates.
 - vii. Ten years Defence Deposits.
 - viii. National Defence Bonds and

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

1.4.3 The amount of Security Deposit required to be deposited by the successful tenderer(s) as mentioned in Para 1.4.1 above shall be as under:

- a) Security Deposit for each work should be 5% of the contract value.
- b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
- c) Security deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards security deposit.

Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respect and that all the contractual obligation have been fulfilled by the contractor and that there is no due from the contractor to Railway against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

1.4.4 The earnest money deposited by the successful contractor(s) with his/their tender will be retained by the Railway as part of the Security for the due fulfillment of the contract by the contractor. The balance to make up the security deposit that falls shown in clause No. 1.4.3 above will be recovered from the gross value of contractor's running account bills @ 10% till such time the full amount of security deposit amount is recovered. The entire security deposit shall be retained till expiry Maintenance period.

1.4.5 REFUND OF SECURITY DEPOSIT :

The Security deposit unless forfeited in whole or in part according to terms and conditions, will be refunded on receipt of a certificate from the Engineer-In-Charge concerned to the effect that the work has been satisfactory completed in all respect and free maintenance period under warranty is over as per clause 2.22 of special condition of contract and receipt of " No Claim Certificate" from the contractor duly countersigned by the Engineer-In-charge. The formal of " No Claim Certificate" is enclosed at Annexure-V (Chapter-4). Railway shall not be liable to pay any kind of interest for the Security Deposit.

1.5 PERFORMANCE GUARANTEE:

1.5.1 The successful bidder will have to give Performance Guarantee (PG) amounting to 5% of the contract value in any of the following forms:

- (i) A deposit of cash;
- (ii) Irrevocable Bank Guarantee as per Performa given in Annexure –III;
- (iii) Government securities including State Loan bonds at 5% below the market value;
- (iv) Deposit Receipts, Pay Order, 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 Post Office saving Bank;
- (vii) A Deposit in the National Saving Certificates;
- (viii) Twelve years National Defence Certificates;
- (xi) Ten years Defence Deposits;
- (x) National Defence Bonds

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

Also FDR in favour of FA&CAO/N. F. Railway, Maligaon. (free from any encumbrance) may be accepted. ; (xii) Performance Guarantee may also be recovered through monthly running bill of contractor/firm, if the Chairman/RRB/Siliguri so permits.

- 1.5.2 The performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 15 (fifteen) days after the issue LOA and Performance Guarantee should also be submitted within this time limit. The guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion extended to cover such extended time for completion of work plus 60 days.
- 1.5.3 Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the Competent Authority stating that the contractor has completed the work in all respect satisfactorily. The Security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on "No Claim Certificate".
- 1.5.4 Whenever the contracts are rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be uncashed and 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 particular firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner or any other JV/partnership Firm.
- 1.5.5 The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under contract (notwithstanding 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 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.
 - 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.
- 4.5.6 No interest will be payable upon the Earnest Money and the Security Deposit/Performance Guarantee or amount payable to the Contractor under the Contract.
- 1.5.7 SUBMISSION OF BANK GUARANTEE :
- I. Bank Guarantee (BGS) to be submitted by suppliers/contractors should be sent directly to the concerned Authorities by issuing Bank under registered post with A/D.
- 1.6 **DESCRIPTION OF THE WORK:** "Hiring of One new AC Vehicle (Renault DUSTER/Mahindra XYLO/Toyota Innova, or superior) along with Driver as staff car of Chairman, Railway Recruitment Board /Siliguri for a period of 02 (Two) years. ."

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

ACQUAINTANCE WITH THE WORK:

The tenderer(s) shall inspect the proposed site of the work and acquaint himself/themselves with the site condition. No claim shall be entertained from the contractor(s) for making his/their own arrangement and contractor(s) will have to bear entire expenses such as road taxes, payment for right of way etc. to outsiders.

- 1.7 The tenderer must make available following documents at the time of submission of Tender Document.
- a) Registration certificate of the vehicle.
 - b) Insurance of the vehicle.
 - c) Driving license of the driver with police verification and all items as mentioned in Page no-26, of Tender Booklet.

If the above additional conditions are not fulfilled , the acceptance letter will be cancelled and the amount of earnest money deposited along with the tender document will be forfeited.

- 1.8 PARTNERSHIP DEEDS, POWER OF ATTORNEY ETC. FOR PARTNER(S) AGENT(S).

The tenderer shall clearly specify whether the Tender is submitted on his own behalf of partnership concern. If the tender is submitted on behalf of partnership concern he should submit the certified copy of partnership deed and power of attorney to sign the tender documents on behalf of partnership concern along with the tender. If these documents are not enclosed along with tender documents the tender will be treated as having being submitted by individual signing the documents the N. F. Railway will be bond by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor. If the tender is on behalf of the company, it should be signed by duly authorized person on behalf of the company. Non compliance with any of the condition set forth herein above is liable to result in tender being rejected.

The tenderer whether sole proprietor, a limited company or a partnership firm, if any want to act through agents or individual partner/partners should submit along with the tender or at a later stage a power of attorney duly stamped and authenticated by a notary public or by a magistrate in favour of the specific person(s) whether he/they be partner/partners of the firm or any other person(s) specifically authorizing him/them to sign the agreement, receive money, witness measurement, sign in measurement book, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No Claim" certificate and refer all or any disputed items to arbitration.

- 1.9 ACCEPTANCE/REJECTION OF TENDER (S):

- 1.9.1 The Authority for the acceptance of the tender will rest with the Competent Authority who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders. No tender/tenderer/tenderer(s) shall demand any explanation of the cause of rejection of his/their tender. No correspondence will be entertained with the tenderer/tenderer(s) in respect of the rejection of any or all tenders.
- 1.9.2 The tender containing erase and/or alteration of the tender documents are liable to be rejected. Any correction made by the tenderer(s) in his/their entries must be attested.

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

- a) If a tenderer deliberately gives/tender wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Chairman, RRB/Siliguri reserves the right to reject such tender at any stage.
- b) If a tenderer expires after the submission of his tender or after the acceptance of his tender, the RRB/Siliguri shall deem such tender as cancelled. If a partner of the firm expires after the submission of their tender or after the acceptance of their tender, the RRB/Siliguri shall deem such tender as cancelled unless the firm retains its character.

1.10 EXECUTION OF CONTRACT AGREEMENT.

The Successful tenderer(s) shall be required to execute a contract agreement (herein after called C.A.) with the RRB/Siliguri for carrying out the work according to condition of tender and contract special condition of tender & contract specification of tender, "General Condition of Contract edition 1993 of N. F. Railway" (which shall also be applicable in this work, although meant for use in connection with Civil Engineering Works) and schedule of work after depositing the required Security Deposit in terms of Clause No. 1.4.

1.11 DEVIATION FROM TENDER CONDITION:

The offer shall as per Instruction to Tendered, General condition of contract, Special condition of contract and Technical Specification given in tender. However, the tenderer shall indicate their compliance or otherwise against each clause and sub-clause of these condition. The tenderer shall for this purpose enclose a separate statement indicating compliance or otherwise of each clause and sub-clause. Whenever tenderer deviates from such provision of a clause/sub-clause, he shall furnish his detailed justification for the same.

Special terms and condition for hiring of vehicle.

1. Working hours of the vehicles will be for 12 hours per day (A day shall mean a day of 24 hours from midnight to midnight irrespective of the numbers of hours worked in that day). Even if the vehicles work less/more than 12 hours in a day, the payment of hiring charge would be limited to one day only, normal working hours will be from 08:00 AM to 08:00 PM. However, vehicle can be called at any time as and when required even beyond the indicated time of 08:00 AM to 08:00 PM also in case of exigency.
2. Vehicle will be required on all working days (including Sundays and gazette holidays). In case the vehicle is not required for any days(s) a prior information of 24 hours shall be given to the contractor by the Railway Authorities concerned. **Payment for Running Charges under item No. 2 of the schedule-A (Annexure-1) will be made for the Km has actually run .**
3. In reference to item no. 2 of the **schedule-A (Annexure-1)**, the payable distance in kilometer shall be the actual kilometer run for use of Railway Recruitment Board and shall be maintained in the log book duly signed by the driver and the nominated Railway officer.
4. Fuels, lubricating oil, gear oil, brake oil or any other consumable used for running of the vehicle have to be supplied by the contractor and the rate quoted for item no 2 of the schedule shall include all such charges.
5. **The vehicle should be a new one.** Contractor will have to maintain the vehicle in excellent running condition at his own cost.
6. **The vehicle should be properly insured and white in colour. It should have commercial registration and permit to travel in West Bengal, Bihar, Sikkim and Assam.**

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

7. An expert and experience Driver with valid Driving License shall be provided for driving the vehicle. Driver shall keep all legal and valid documents pertaining to his license as well as the vehicle along with the required tools like jacks, spare and first aid box etc. in the vehicle. The driver should be provided with mobile phone by the contractor.
8. Vehicle should have permit to run anywhere within West Bengal, Assam and Bihar where journey may have to be usually performed on Railway duty. Driver will have to make his own lodging/fooding arrangement and shall be responsible for safety and security of the vehicle during such journeys.
9. It would be Contractor's responsibility to pay any demurrage/compensation arising out of any accident or theft of the vehicle including third party liabilities. Railway shall not be liable to reimburse any such payment if required to be made by the Contractor to any party (s). The Contractor shall abide by the provision of all statutory regulation like P.F. Scheme, Employees State Insurance Act. Motor Vehicle Act and other rules etc. as applicable to the vehicle and its driver from time to time.
10. In case of requisition of the vehicle by the State Government or other Authorities or being out of order when the vehicle is on Railway duty, it shall be incumbent on the part of the Contractor to bear the expenses if any and to get the vehicle released. In such cases, the contractor shall make stop gap arrangement by providing another vehicle immediately to the concerned Railway authorities. Else, the vehicle shall be treated as not available on Railway duty from the time it has been so requisitioned.
11. **In case the contractor fails to provide the vehicle for any day as per the above terms and conditions, a penalty of an amount equivalent to the rate of hiring charges per day of the vehicle for each day of default/absence shall be levied and the amount shall be deducted from the running bills/security deposit of the contractor.**
12. **The contract may be terminated by the Railway Administration by giving one week's notice if the service is not found satisfactory. Decision of officer in charge of the vehicle in this regard shall be final and binding.**
13. The Driver of vehicle should wear neat (preferably white) uniform and shall perform his duties as per instruction of Officer-in-charge. Any non compliance shall be treated as breach of contract.
14. After expiry of the validity of the Contract, the period of the contract may be extended, if required, up to another one year at the same rates and under same terms and condition based on mutual agreement between Railway Administration and the Contractor.
15. The vehicle along with the driver should be kept under direct control of Chairman, RRRB/Siliguri around the locality of Siliguri/New Jalpaiguri area in a specified garage. The driver should be provided mobile phone facility by the tenderer and to be made available within 30 (thirty) minutes of call at any time during 24 hours.
16. **The vehicle must have permission to travel in the state of West Bengal, Bihar, Sikkim and Assam as it may run entire N.F.Railway.**
17. In case night halt outside Siliguri by Driver, a halt charge not less than Rs.500/- per night and in case of working beyond prescribed hours by Driver an overtime allowance not less than Rs.500/- shall be provided to the Driver by the Contractor/firm. RRB/Siliguri shall bear no liability.

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

CHAPTER – 2**2.0 SPECIAL CONDITIONS OF TENDER AND CONTRACT:-****2.1 GENERAL :-**

2.1.1 These special conditions of Tender and Contract, the technical specifications and the schedule of works of this contract in addition to the General Condition of the Contract of N.F.Railway Edition-1993 (although meant for use in connection with Civil Engineering works, shall also be applicable for this contract). Indian Railway code for the Engineering Department (Revised Edition- 1989) with up to date corrections. Standard specifications for materials and works and the Indian Railway Tele Communication Manual shall govern the work to be executed.

2.1.2 Where there is any conflict between these specifications and conditions (as mentioned in Para 2.1.1 above) of contract on one hand and General Condition of Contract of Northeast Frontier Railway on the other hand , the former shall prevail.

2.1.3 Any special conditions stated by the tenderer(s) in the covering letter submitted along with the tender shall be deemed to be the part of the contract to such extent only as have explicitly been accepted by the Railways, and incorporated in the Contract Agreement.

2.1.4 The contractor shall provide the vehicle within 15 days from the date of issue of acceptance of the tender.

2.2 DEFINITIONS AND INTERPRETATIONS:

2.2.1 **“Engineer” shall mean the Member Secretary/Assistant. Secretary of RRB/Siliguri and shall include the superior officers of Department Chairman, Railway Recruitment Board/Siliguri.**

2.2.2 Engineer-in-charge

The Assistant Secretary, RRB/Siliguri hereinafter called “Engineer-in-charge” will be the in charge of execution of this work. However, Railway Recruitment Board reserves the right to change the Engineer-in-charge at any stage due to any reason whatsoever.

2.2.3 “Supervisors” shall mean any person not below the rank of Office Supdt/In-Charge.

2.3 SCOPE OF THE WORK:

2.3.1 Name of the Work:-

“Hiring of one AC motor vehicle under Chairman, RRB/Siliguri for 24 (twenty four) months”

The scope of the work broadly includes (a) supply of vehicle along with driver and fuel (b) Maintenance of vehicle. The details of items of work to be executed are specified in the tender schedule of items enclosed in the tender documents.

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

2.4.1 EXECUTION OF THE WORKS:

- (a) Within 15 (fifteen) days from receipt of intimation of acceptance of his tender, the contractor shall submit the vehicle along with driver with requisite particulars of the vehicle for execution and completion of the entire work within the stipulated completion period.
- (b) However, Engineer-in-charge reserves the right to modify the said schedule at any stage, due to any reason whatsoever which shall be binding on the contractor.
- (c) The successful tenderer will however have no claim or right in the execution of any work, which in the opinion of Engineer should be carried out departmentally or otherwise and the Railway Recruitment Board reserves the right at any time to keep back from the contract and carryout the work or any portion of the work through any other agency, it may think necessary, without assigning any reason. No claim for compensation/loss or whatsoever on this account will be entertained by the Railway Recruitment Board.
- (d) No work on working installations shall be undertaken without the specific permission of the RRB representative and without the presence of RRB representative at the site of the work.

2.5 COMPLETION OF WORK:

- a) After executing the entire works, the contractor shall give one week's notice in writing to the Engineer-in-charge that the work has been completed. The Engineer-in-charge shall accept after satisfying that the work has been executed properly and all the requirements have been met by the contractor, then only the work shall be treated as to have been completed by the contractor.
- b) The date of taking over of the entire work as mentioned above shall be treated as the date of completion of the work, for all purposes, in this contract.

2.6 COMPLETION PERIOD:

Time is the essence of the contract. The contractor will have to complete the work, as defined in Clause 2.5 above within 2 (two) years from the date of issue of the letter of acceptance of his/her tender or the date of execution of Contract Agreement (CA), unless any extension to the date of completion is granted subsequently (period being inclusive of monsoon). If extension to completion period is granted with imposition of liquidated damages, recovery of Liquidated damage will be made @ 0.5% (zero point five percent) per week or part thereof on the total value of the contract in terms of the General conditions of Contract.

2.6.1 The entire work shall be completed within the stipulated period except for any delay due to

- (a) Non-supply of materials by the Railway Recruitment Board or demand of contractor.
- (b) Decision not given by the RRB on technical matters referred to by the contractor.
- (c) Hindrance created by any other department.
- (d) Disconnection not permitted by any Department causing delay to the work.
- (e) Demarcation not given in time on demand.
- (f) Power failure and power cuts.
- (g) Due to any force de majeure clause mentioned in the time limitation.

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

Provided the delay in completion of works which is attributed by the contractor to the RRB causes mentioned above should be advised in writing to the RRB engineer immediately by the contractor for rectification/investigation. If such advice in writing is not given, the RRB will not accept the delay and no extension will be granted on this account.

2.7 TIME LIMITATION:

(i) Subject to any requirement in the contract as to execution of any portion or portions of the work before completion of the whole, the contractor shall fully and finally complete the whole of the work comprised in the contract by the date entered in the contract, provided that if any modifications have been ordered which in the opinion of the Engineer have materially increases the magnitude of the work, then such extension of the contract date of completion may be granted as shall appear to the engineer to be reasonable in the circumstances, provided moreover that the contractor shall be responsible for requesting such extension of the date as he may consider necessary as soon as cause thereof shall arise and in any case not less than one month before expiry of the original date fixed for completion of the work.

(ii) In all cases where extension of the contract date of completion is required the contractor shall have to made normal request in writing to the engineer-in-charge of the work who shall then promptly forward such request to the competent authority with his clear and completion comments, recommendation and any other information as necessary for obtaining final decision by the competent authority.

2.8 INSPECTION OF WORKS:

(a) Site Order Book in terms of 1123E of the Engineering Code shall be maintained at the site of the work by RRB.

(b) In the Site Order Book, the date of inspection and particulars of any special features, incorrect practice(s) and deficiencies observed in the work being executed and /or materials supplied by the contractor shall be recorded by the engineer or his executive subordinates. It will be the responsibility of the contractor to rectify the deficiencies observed(if any) at his own cost and also to prevent any recurrence complaints, deficiencies if any, pointed out by the contractor or his representative shall also be recorded in this book.

(c) In the Site Order Book, all instructions issued by the Engineer or the Supervisor to the contractor or his representative as the case may be, shall be entered. The contractor(s) or his/their representative at the site shall acknowledge such instructions whatever asked upon to do and take action accordingly.

2.9 REPRESENTATION ON WORKS:

The contractor(s) shall nominate in writing his representative(s) on the works who will be authorized to receive and acknowledge materials issued by the RRB and take all orders issued by the inspecting official of the RRB, as mentioned in clause 2.8 above before commencement of execution of work at site, with intimation to the Engineer-in-charge well in advance. Contractor shall also ensure that at least one nominated representative remains available at site during execution of work.

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

2.10 RATES FOR ITEMS:

2.10.1 (a)The rate quoted by the contractor in the schedule shall be inclusive of all taxes and charges for labour, transportation, plants and equipments, tools, fuel and consumable(if any) etc.

(b)All prices and other information like discounts etc. Having a bearing on the price shall be written both in figures and in words in the prescribed offer form. In case of difference in words and figures the lowest amount among the two shall be considered.

(c)No price escalation of the rate(s) shall ordinarily apply under this contract. However, tenderer(s) wishing to quote with any price variation condition, shall furnish clearly and unambiguously the formula for the same, subject to acceptance of the railway, without which his/their offer is liable to be rejected.

(d)On specific demand by the contractor, "Form-D" can be issued to avail concessional rate of Central Sales Tax (CST) on supply items, which are to be mentioned clearly in the offer.

(e)The tenderer(s) are advised to judiciously offer item wise rate, commensurate to the very item of work and /or supply otherwise his/their tender is liable to be passed over irrespective of the total cost quoted.

(f)However, if due to any special reason like materials work, force etc. Being available as surplus with the contractor which may influence the quoted rate(s) the same may be explained against each such item.

2.10.2 The quantities of supply & works indicated in the schedule are approximate and purport to convey to the contractor an idea of the magnitude of the work. The rates quoted will be deemed to hold good for any increase in quantities upto 25%.

2.10.3 The quantities specified in the schedule of work enclosed herewith are approximate and meant to give the tenderer(s) an idea of the quantum of work involved. The Railway reserves the right to increase or decrease the quantities against various items and add/or delete from the items upto 25% of the quantities or even more as per the actual requirement at site. The successful tenderer will have to execute all items required for the successful completion of the work at the quoted rates. The Engineer on behalf of the railway is authorized to order in writing to enlarge, extend diminish or reduce the work or make any alterations in the design, character, position of site, quantities, dimensions or in the method of their execution or in the combination and issue of materials for execution thereof or to order any additional works to be done or any works not to be done. The contractor shall be bound to carry out the works at the agreed rates and shall not be entitled to any claim or compensation whatsoever.

The following procedures shall be adopted for dealing with variation in quantities during execution of work/contract:-

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For Chairman/RRB/Siliguri

- (i) Individual schedule item in the contract shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
- (ii) In case of increase in quantity of an individual item by more than 25% of the agreement quantity is considered as unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender is considered not practicable, negotiations may be held with the existing contractor for arriving at reasonable rates for additional quantities in excess of 125% of agreement quantity.
- (iii) The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
- (iv) No such quantity variation limit shall apply for foundation items.
- (v) As far as SOR items (i.e. NFSR items) are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of other schedule items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

2.10.4 In the event of any reduction in the quantity to be supplied or work to be executed for any reasons whatsoever the contractor shall not be entitled to any compensation but shall be paid only for the actual amount of work done or quantity of supply made in accordance with the accepted rate of the schedule.

Supply of materials and works not covered by the schedule of work but necessary for completion of the work as per approved plan will be executed by the contractor, for which contractor will quote separately.

2.11 ASPECT OF VITIATION:

During the execution stage or after completion of work due to variation in quantity/quantities either positive or negative variation and if it happens to affect the total cost of the offer vis-a-vis the cost of offers of other suitable tenders in such a way that inter-se position of various tenderer(s) get changed due to such variation, the contract will be said to be vitiated. At the time of calculation of the amount of vitiating, the offers of other suitable tenders are also be considered on the basis of the varied quantity with respects to the accepted offer and the overall cost of the accepted tender thus arrived at accepted offer minus cost of the lowest offer (after variation) is the amount of vitiating. If the contract is vitiated, the vitiating amount will be deducted from the contractor's bill.

2.12 SITE FACILITIES:

The rates should be deemed to include charges for any and all site facilities that the considered necessary for the execution of the work unless otherwise indicated in the contract. In this connection, specific attention is drawn to stipulations in clauses 1(1) and 37 of the general condition of the contract.

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

2.13 NIGHT WORKS:

The provision in clause 23 of general condition of the contract shall be noted regarding execution of work between sunset and sunrise. If the railway is however satisfied that the work is not likely to be completed in time except by resorting to night work by special order, the contractor would be required to carry out the work even at night without conferring any right on the contractor for claiming extra payment for introducing night work. In the event of night working, the contractor will make necessary adequate lighting arrangement for smooth execution of the work.

(A)If the works round the clock on all days including Sundays and holidays, the Railway shall make arrangement for the supervision accordingly.

2.14 INTERFERENCE WITH TRAFFIC:

2.14.1 The contractor shall use every reasonable means to prevent any of the highway or bridges communication with or on the routes to the site from being damaged or injured by any traffic of the contractor or any of his sub-contractor and in particular shall select route, choose and use vehicle and restrict and distribute load so that any such extra ordinary traffic as will inevitably arise from the moving of the construction plants and materials from and to the site shall be limited as far as reasonably possible so that no damage or injury may be occasioned to such highways and bridges. The contractor(s) shall give to the municipalities, police and other authorities all requisite notice and obtain permissions.

2.14.2 In the course of the work, the contractor(s) shall not operate his/their trucks or any other vehicles in close proximity of the track endangering the safety of the running trains and travelling public. Where such working is unavoidable prior written approval of the Engineer should be obtained specifying the period and all precautionary measures such as demarcating the one of activity with proper barricades clear of the running lines etc. Shall be taken by the contractor to the satisfaction of the Engineer. Such operations or works should be commenced without written approval of the engineer. Further, the cost providing he required flagman by the railway at site for ensuring the safety of running trains and public shall be borne by the contractor. All such works in close proximity of the running lines shall be carried out only during the day light hours.

2.14.3 Failure to comply with the above provisions will render the contractor liable to stringent penalties which may be imposed by the engineer as considered necessary. All damages, losses and claim to the railway and public arising out of the failure of the contract to take necessary precautionary arrangements in cases indicated above shall be fully borne by the contractor(s).

2.14.4 Whenever the contractor is working near the existing open line and he desires to use unmanned level crossings for frequent movement of his vehicles, machinery, equipment etc. He should put in a request to the railway administration for deputing adequate No. Of flagman to ensure safety, the cost of which will be borne by the contractor as per rules in force.

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

2.14.5 Departmental officials concerned with contract shall be entitled at any time to inspect and examine materials intended to be used in or on the work either on the site or at factory or workshop or other places where such materials are assembled/fabricated or manufactured or at any place where they are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.

2.15 MEASUREMENTS & PAYMENT FOR WORKS:

(a) In terms of clause No. 45 of General Condition of Contract, measurement of the work in progress shall be taken and recorded in the prescribed official Measurement Book from time to time and at such intervals as in the opinion of the Engineer-in-charge shall be proper having regard to the progress of the work. The contractor shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer-in-charge or his authorized representative) recorded in the aforesaid measurement book as an acknowledgement of his acceptance of the accuracy of the measurements.

(b) The contractor shall be entitled to be paid from time to time by way of "On Account Payments" as per clause No. 46 of GCC.

(c) The contractor shall be paid the final payment in terms of the clause No. 51 of the GCC.

2.16 DEDUCTION OF INCOME TAX:

In pursuance of Finance Act, 1972 introducing section 194-C in the Income Tax Act, 1961 providing deduction of income tax at source from income comprised in payment made to the contractor for carrying out any work or supply of labour for carrying out any work, the N. F. Railway administration shall be entitled to deduct 2% (two percent) of gross payment of any sum paid after 31st May 1972 to the contractor as Income Tax, whenever regulated from time to time.

2.17 The contractor shall be bound by all the provisions contained in West Bengal value added tax act, 2003 or relevant VAT rules of other State Govt. Concerned or any statutory modification/amendment or any re-enactment made thereto by the State Government in whose jurisdiction the work will be executed **(if applicable)**.

(i) The contractor shall obtain a Certificate of Registration of his Firm/Establishment from the assessing officer in accordance with the provision of the relevant section of West Bengal Value Added Tax Act, 2003 or relevant VAT rules or other State Govts. Concerned from year to year and its subsequent amendment after award of the Contract to the firm **(if applicable)**.

(ii) No payment shall be made without Certificate of Registration with the West Bengal Value Added Tax Deptt. Or VAT rules of other State Govts. Tax Deptt. under whose jurisdiction the work will be executed **(if applicable)**.

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

(iii)The railway shall be entitled to deduct WB Value added tax or VAT of other State Govts. At the rate as applicable vide relevant schedule of WB value added tax act/2003 or VAT rules of other State Govts. And is subsequent amendment at source on gross payment made **(if applicable)**.

(iv)The reimbursement if any to contractor under WB VALUE ADDED Tax Act, 2003 or VAT Rules of other State Govts. Concerned and its subsequent amendment, the contractor will directly approach WB Value Added Tax Deptt/ or VAT Deptt of other State Govts. Along with certificate issued by Railway with documentary evidence **(if applicable)**.

2.18 ARBITRATION:

(1)The provision of clause 63 & 64 to the GCC 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 claims of disputes are of value more than 20% of the value of the contract, provision of clauses 63 & 64 and other relevant clauses of the GCC will not be applicable and arbitration will not be a remedy for settlement of such disputes.

(2)The contractor shall not be entitled to ask for reference to arbitration before completion of the work assigned to him under this contract. The contractor shall seek reference to arbitration to settle the dispute only once within the ambit of condition 1 above.

(3)These special conditions 1&2 shall prevail over existing clauses 63 &64 of the GCC.

2.18 LABOUR LAWS ETC.

(a)The contractor shall abide by all the provisions of Labour Law, Minimum Wages Act and other relevant rules and regulation of Central and State Govt.

(b)The maximum total numbers of contract labour estimated to be engaged by the contractor at any day for this work should be intimated to the Engineer-in-charge before commencement of the work.

2.19 SAFE CUSTODY OF MATERIALS:

2.19.1 Security of the vehicles at the site where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from thefts by outsiders at his cost.

2.19.2 Till such time the work is completed and taken over by the N. F. Railway custody of the materials used shall be the responsibility of the contractor, at his cost.

2.20 ARRANGEMENT OF PERMIT AND LICENCE:

Arrangement for permits and licence for materials will neither be made by the N. F. Railway nor any assistance give. The contractor will have to make his/their own arrangement. Also no import license shall be arranged by N.F.Railway for this work.

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

2.21 REFUND OF SECURITY DEPOSIT:

The security deposit unless forfeited in whole or in part according to terms and conditions, will be refunded on receipt of a certificate from the Engineer-in-charge concerned to the effect that the work has been satisfactorily completed in all respects and receipt of "No Claim" certificate from the contractor duly countersigned by the Engineer-in-charge. The format of "No Claim Certificate" is enclosed at Annexure-V (Chapter-4). Railway shall not be liable to pay any kind of interest for the Security Deposit.

2.22 LAWS AND GOVERNING THE CONTRACT:

This contract shall be governed by the Laws of India for the time being in force. Irrespective of place of working, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of the tender has been issued.

2.23 JURISDICTION OF COURTS.

The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

The successful tenderers shall have to sign the contract agreement only at the office from where the acceptance letter has been issued.

Signature & Seal of Tenderer (s)
Contractor (s)

For Chairman/RRB/Siliguri

SPECIAL/ ADDITIONAL TERMS & CONDITIONS

1. The vehicle should be under the direct control of Chairman/RRB/Siliguri and in his absence under control of Assistant. Secretary, RRB/Siliguri.
2. The owner will not be allowed to take back the vehicle any time within the period of Contract except repairing etc., by providing same type of vehicle.
3. Driver should be made available for 24hrs. as and when required along with the commercial permit, driver's license, insurance, pollution under control certificate and all relevant papers for smooth running of the vehicle.
4. One mobile phone to be provided with driver along with some sufficient money as parking fee, if required in case of airport journey or any other places of CRRB/Siliguri where parking fee required.
5. The vehicle should have valid permit/license to run West Bengal, Bihar, Assam and Sikkim.
6. In case of any damage to vehicle for any reasons, the vehicle owner will bear the cost of damage.
7. No Lunch, Dinner or Tiffin will be given by the Railway to the driver of the vehicle.
8. In case of any accident of the vehicle, Railway will not take any responsibility. Owner will have to bear all responsibilities such as police case, compensate on claims repairing or any other unforeseen work.
9. Owner will bear all Govt., Taxes as per standing rule, parking fee etc as and when applicable.
10. In case of failure of the vehicle one substitute vehicle to be provided within 2 hrs. Time, otherwise Railway may hire a vehicle from market and contractor will bear the hire cost.
11. No TA/DA will be provided to the driver of the vehicle by the Railway and there will be no limit of time for running of the vehicle.
12. The vehicle should be white in colour and should be properly insured and commercial registered.
13. The vehicle should be a new one.
14. **The vehicle must have permission to travel in the state of West Bengal, Bihar, Sikkim and Assam as it may run entire N.F.Railway.**

Signature of Tenderer(s)
Contractor(s)

for Chairman/RRB/Siliguri

Railway Recruitment Board/ Siliguri.SCHEDULE OF RATESSCHEDULE - AAnnexure-I

Name of Work: - Hiring of one NEW Air Conditioned Vehicle (MAHINDRA-/XYLO, RENAULT- DUSTER/ TOYOTA INNOVA/ or “Superior” along with Driver as Staff Car of Chairman Railway Recruitment Board, Siliguri.

Tender No.RRB/SGUJ/AC-VEHICLE/2018

With reference to the above subject, I/we am/are pleased to offer my/our rates & details for various items of works are as under:-

SN	Description of Work	Quantity	Unit	Rate (In Rs.)	Amount (In Rs.)
01	Hire charges for providing one Air Conditioned Vehicle, RENAULT DUSTER,/ MAHINDRA XYLO,/TOYOTA INNOVA or superior along with Driver for use of Chairman RRB Siliguri for performing journey of Railway Duty over any place of N.F. Railway including Sikkim. (The Rate shall be inclusive of all the Repairs/Maintenance charges, Wages of Driver, Road Taxes, Permit Cost, Parking Charges and all Allied Expenses of the Driver etc. which will have to be borne by the Contractor)	365 days x2 =730 days	Per day		
02	Running Charges towards running of the vehicles for the distance run for use of official duty of Chairman RRB. <u>Lubricants and other consumables to be supplied including cost of fuel by the Contractor.</u>	54 KM/Per day. 54 KM X 730 Days 39420 KM 40000 KM (Rounded Off)	Per KM		
TOTAL----- (01+02)-----					
ADD :- GST @05% [SAC-996601]					
ON TOTAL (01+02)-----					
GRAND TOTAL:-					

Mobil 02 litre per 2500 Kilometre running of the vehicle and Diesel per litre running of 10 KM

Signature of Tenderer(s)
Contractor(s)

for Chairman/RRB/Siliguri

Railway Recruitment Board, Siliguri.

SCHEDULE - B

Annexure-II

Tender No. RRB/SGUJ/AC-VEHICLE/2018

Name of work: Hiring of one new Air Conditioned Vehicle (Renault DUSTER/MAHINDRA 'XYLO'/ TOYOTA 'INNOVA' / or superior) along with driver as staff car of CRRB/Siliguri for 02(two) years.

1. ELIGIBILITY CRITERIA :

The tenderer must submit undertaking along with the tender that the vehicle should be in excellent running condition and he/she must be registered contractor under GSTIN act.

2. The tenderer must make available following documents at the time of submission of Tender Booklet.

- (a) Commercial Registration Certificate of the vehicle.
- (b) Insurance of the vehicle. Pollution Free Certificate of the vehicle.
- (c) Commercial Driving license of the driver with Police Verification.
- (d) **Vehicle should be a new one. The Xerox of Vehicle's Blue Book is to be submitted.**
- (e) The vehicle should have West Bengal, Assam, Bihar and Sikkim travel permit.

If the above additional conditions are not fulfilled, the acceptance letter will be treated as cancelled.

Signature of Tenderer(s)
Contractor(s)

for Chairman/RRB/Siliguri

CHAPTER-4**Annexure – III**

FORM OF BANK GUARANTEE
(GUARANTEE BOND FOR SECURITY DEPOSIT)

1. In consideration of the President of India acting through the(hereinafter called “the Government”) having agreed to exempt.....(hereinafter called “the said Contractor(s) from the demand, under the terms and conditions of an Agreement No..... dated.....made between the Government and the said Contractor(s) for.....(hereinafter called “the said Agreement of the Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement. On production of a Bank Guarantee for Rs.....(Rupees.....only). We..... (hereinafter referred to “the Bank”) at the request of the said Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs.....(Rupees.....) against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, the 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 claim is due by way of loss of damage caused to 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 said contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and Payable by the Bank made the Guarantee. However, our liability under this Guarantee shall be restricted to any amount not exceeding Rs.....
3. We, the Bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so make by us under this Bond shall be a valid discharge of our liability for payment there under and the said Contractor(s) shall have no claim against us for making such payment.
4. We, 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 and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged till the Government certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the..... We shall be discharged from all liability under this Guarantee thereafter.
5. We, 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 the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we, the Bank shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which, under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not discharge due to the change in the constitution of the Bank or the said Contractor(s).
7. We, the Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated _____ day of _____ of 2018

For (indicate the name of the Bank)

Signature of Tenderer(s)
Contractor(s)

for Chairman/RRB/Siliguri

Annexure – IV**DECLARATION FORM**

I/We hereby certify that :-

I am / We are not related to any one employed in the Gazetted and /or Non-Gazetted capacity in the Railway Recruitment Board/Railway.I/We draw attention to the fact that I am/we are related to the following employee(s) in the Gazetted and / or Non-Gazetted capacity in the Railway Recruitment Board/Railway.

SN	Name of the Employee(s)	Designation & Deptt.	Degree of Relationship

Note: The item which is not applicable should be struck out.

Signature of Contractor(s)
Name & Address

Annexure – V**NO CLAIM CERTIFICATE**

I/We _____ hereby certify that I / We have no claims outstanding against the RRB/Siliguri either for work done or for labour supplied or for materials supplied or on any other account on the _____ District _____ sub-Division /Zone and that I/We have been paid in full and in final settlement and satisfaction of all my/our claim.

(Signature of the Contractor)

Date:

Stamp:

Witness of signature to contractor

Date

(Note: In case of non-applicability of above form/certificate, write “**Not applicable**” across it and put your signature thereon.)

Signature of Tenderer(s)
Contractor(s)

for Chairman/RRB/Siliguri

RAILWAY RECRUITMENT BOARD/ SILIGURI

AGREEMENT OR WORKS
(Valued at over Rs.10,000/-)

Total approximate value of the work Rs.

CONTRACT AGREEMENT NO.

Dated:-

ARTICLES OF AGREEMENT MADE this.....day of2018 between the President of India acting through the Chairman, Railway Recruitment Board, Siliguri / Railway Administration hereinafter called the "Railway" of the one part and therein after called "Contractor" on the other part.

WHEREAS the Contractor has agreed with the Railways of the performance of the works set forth in the schedule hereto annexed upon the General Conditions of Contract and the Specifications of the Northeast Frontier Railway 1993 edition and the Special Conditions and Special Specifications, if any, and in conformity withdrawing hereinto annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE PRESENTS WITNESSTH that in consideration of the payments to be made by the Railway, 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 the workmanlike manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before thedate if2018 and will maintain the said works for a period of.....calendar months from the certified date of their completion and will observe, fulfill 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 both hereby agree that in the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions the Railway 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.

RAILWAY RECRUITMENT BOARD/ SILIGURI
FOR & ON BEHALF OF THE PRESIDENT OF INDIA

Signature of witness
With Address to

1. _____

Contractor _____
Address _____

Signature of Contractor

2. _____

For Chairman/RRB/Siliguri

END OF TENDER DOCUMENT