

TENDER FORM (FIRST SHEET)

The President of India,
Acting through the Dy Chief Engineer Signal & Telecom Engineer/Project/IRPMU/ North Central Railway/Kanpur

I/We _____ have read the various conditions to tender attached here to and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof I/We will be liable for forfeiture of My/Our Earnest Money. I/We offer to do the work "Hiring of One Non A.C. Multiutility vehicle i.e. Tata Sumo/Qualis/Tavera/ Scorpio/Innova etc in perfectly good condition with registration on or after 1-1-2006, for supervision/inspection of various ongoing works by Officers in jurisdiction of DyCSTE/Project/IRPMU/CNB unit." the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within 12 (Twelve) Months from the date of issue of letter of acceptance of tender.

2. I/We also hereby agree to abide by the General Conditions of Contract corrected up to printed/advance latest correction slips and to carry out the work according to the Special Conditions of Contract and Specifications For Material and Works as laid down by the Railway in the annexed Special Conditions/Specifications and the North Central Railway Standard Specification for Works & Material corrected up to printed/advance latest correction slips and Schedule of Rates corrected up to printed/advance latest correction slips, for the present contract.

3. A sum of Rs. 5600 (Rs Five thousand six hundred only) is herewith forwarded as Earnest Money. The full value of the Earnest Money shall stand forfeited without prejudice to any other rights of remedies if:

- a) I/We do not execute the contract documents within seven days after receipt of the notice issued by the Railway that such documents are ready; and
- b) I/We do not commence the work within fifteen days after receipt of orders to that effect.

I/We realise from my/our offer or modify the terms and conditions thereof in a manner not acceptable to North Central railway during a period of 90 days from the date opening of the tender.

4. The amount of Earnest Money in the form of Demand Drafts/FDR is attached. I/we have clearly noted that the Earnest Money in the form of Bank Guarantee Bond is not acceptable.

5. Until a formal agreement is prepared and executed letter of acceptance of the tender shall constitute a binding contract between us subject to modification, as may be mutually agreed to between us as indicated in the letter of acceptance of my/our offer for this work.

Signature of the Tenderer/s
Tenderer/s Address: _____

Dated: _____

Signatures of witnesses

- 1. _____

- 2. _____

INDAIN RAILWAY PROJECT MANAGEMENT UNIT

SPECIAL TENDER CONDITIONS AND INSTRUCTIONS TO TENDERER/S

1. DETAILS OF WORK.

Name of work : Hiring of One Non A.C. Multiutility vehicle i.e. Tata Sumo/Qualis/Tavera/ Scorpio/Innova etc in perfectly good condition with registration on or after 1-1-2006, for supervision/inspection of various ongoing works by Officers in jurisdiction of DyCSTE/Project/IRPMU/CNB unit.

2. TENDER DOCUMENTS

2.1 SUBMISSION OF TENDERS

2.1.1 The tender documents consist of (a) Top Sheet (b) Tender form (First sheet) (c) Special Tender Conditions and Instructions to tenderer/s (d) Special Condition Relating To Terms And Conditions For Hiring (e) Schedule of Items, Rates, and Quantities. These must be submitted together as one set, failing which the tender is liable to be rejected.

2.1.2 **Tender documents can be had** from the office of Dy Chief Signal & Telecom Engineer/Project/ IRPMU, Near Railway Institute Jhakarkatti Bus Stand, G.T. Road Kanpur 208001 on any working day from 10.30 hrs to 16.00 hrs from 21.06.2010 to 27.07.2010 on cash payment or demand draft of **Rs. 1000/- (Rupees One thousand)** in favour of Dy FA&CAO/IRPMU/New Delhi or Cash. Tender documents can also be obtained by post by sending a demand draft for tender cost and Rs.100/- (Rupees One Hundred) extra for postal charges in favour of Dy FA&CAO/IRPMU/New Delhi. The cost of this tender form is not refundable and the tender form is not transferable. Tenders requested by post will be sent on the risk of the applicant.

2.1.3 Tender documents will also be available on the net and can be down loaded from Railway Web site **www.irpmu.railnet.gov.in& www.tenders.gov.in** In case of down loading of tender form from Railway's web site, the cost of tender form should be submitted through demand drafts in favour of Dy FA & CAO/IRPMU/New Delhi along with the tender, otherwise tender will not be considered.

2.1.4 These tender documents must be submitted duly completed in all respects in a sealed cover superscribed as tender form for the work and should be deposited in the Tender Box in the office of the Deputy Chief Signal & Telecom Engineer/Project/ IRPMU, Near Railway Institute Jhakarkatti Bus Stand, G.T. Road Kanpur 208001, up to 14.00 hrs on 27.07.2010. The tenders will be opened at **15.00 hours on 27.07.2010** and rates read out in the presence of such tenderer/s as is/are present. Tenders which are received after the time and date specified above may not be considered. In case the intended date for opening of tenders is declared holiday, the tenders will be opened on the next working day at the same time.

Tenders sealed and superscribed as aforesaid can also be sent by registered post addressed to the Dy Chief Signal & Telecom Engineer/Project/ IRPMU, Near Railway Institute Jhakarkatti Bus Stand, G.T. Road Kanpur 208001, but tender received after the time and date specified in Clause 2.1.3 above is liable to be rejected. Any tender delivered or sent otherwise will be at the risk of the tenderer/s.

2.2 COMPLETION OF TENDER DOCUMENTS

2.2.1 **The tenderer/s shall quote one uniform percentage rate/s, in figures as well as in words, for all labour and materials items for Group –‘A’ of Non-Schedule items in the attached Schedule of items, Rates and Quantities.** Every possible fluctuation, in the rate of labour, material and general commodities, and other possibilities of each and every kind which may effect the rates, should be considered and kept in view before quoting the rates and no claim on this account shall be entertained by the Railway under any circumstances except the price escalation payable as per price escalation clause, if any, provided separately in the tender documents.

2.2.2 The rate/s should be quoted in figures as well as in words. If there is variation between the rates quoted in figures and in words, the rate quoted in `words' shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.

2.2.3 Each page of the tender papers is to be signed and dated by the tenderer/s or such person/s on his/their behalf who

is/are legally authorised to sign for him/them.

2.2.4 Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer/s in his/their entries should be in INK and must be attested by him/them under full signature and date.

2.2.5 Additional conditions or stipulations if any must be made by the tenderer/s in a covering letter with the tender. The Railway reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those additional conditions, which are explicitly accepted by the Railway, shall form part of the contract.

2.3 CONDITIONS TO BE SUBMITTED ALONG WITH TENDER/S.

- (A) Priority will be given to tenderers whose offered Vehicle is registered as a commercial vehicle with road transport office and tenderer should submit relevant papers of registration of vehicle before starting of work.
- (B) if no such tenderer turns up who satisfy above condition then only offered vehicle of other tenderers will be considered for awarding contract.

2.4 CONSTITUTION OF THE FIRM (Conditions of 2.3 will supersede)

2.4.1 The tenderer/s who are constituents of firm, company, association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender. Tender documents in such cases are to be signed by such persons (as may be legally competent to sign them on behalf of the firm, company, association or society as the case may be). Co-operative societies must likewise submit an attested copy of their certificate of registration.

The Railway will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the firm made subsequent to the execution of the contract. The Railway may, however, recognise such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the contractor.

2.4.2(a) If the tenderer expires after the submission of his tender or after the acceptance of his tender, the railway shall deem such tender/contract as cancelled, if a partner of firm expires after the submission of their tender the Railway shall deem such tender as cancelled unless the firm retain its character.

(b) If the contractor's firm is dissolved on account of death, retirement of any partners or for any reason whatsoever, before fully completing the whole work or any part of it, undertaken by the principal agreement the surviving partners shall remain jointly/severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained, if any by the Railway due to such dissolution. The amount of such compensation shall be decided by CPM/IRPMU of the Railway and his decision in the matter shall be final and binding on the contractor.

(c) The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith be communicated to the Railway in writing, failing which the Railway shall have no responsibility or liability for any action taken on the strength of the said documents.

2.5 INCOME TAX CLEARANCE CERTIFICATE

2.5.1 The tenderer/s shall submit along with his/their tender, the latest valid income tax clearance certificate in original or an attested copy thereof on the proforma enclosed with the tender form as Annexure with all items completed or the current sworn affidavit duly countersigned by the Income Tax Officer to the effect that he/they has/have no taxable income. In the event of such a tender being accepted, no payment shall be made to the contractor/s for the work carried out or the material supplied nor shall the contractor claim such payments till a valid Income Tax Clearance Certificate is produced.

2.5.2 Under Section 194-C of the Income Tax Act 1961 deduction of 2% plus surcharge as applicable on Income Tax will be made for sums paid for carrying out the work under this contract. In case of supply contract for ballast, deduction of 2% (Two Percent) Income tax will be made for the sums paid for labour portion only (i.e., loading, unloading, stacking, measurement and laying etc.).

2.6 The value of contract and the quantities given in the attached schedule of items, rates and quantities are approximate and are given only as a guide. These are subject to variations depending on the finalised drawings of the Railway. Any variations/additions and/or omission in the quantum of work to be actually carried out shall not form the

basis of any dispute regarding the rates to be paid and shall not give rise to any claim for compensation on account of any increase or decrease either in the quantity or in the contract value.

3. EARNEST MONEY

3.1 The tender must be accompanied by a sum of Rs. 5600 (Rs Five thousand six hundred only) as Earnest Money in the manner prescribed in Clause 3.2 failing which the tender shall be summarily rejected.

(a) A sum of Rs. 5600 (Rs Five thousand six hundred only) as towards Earnest Money is for due performance of the stipulation and keep the offer open for the period as specified in Clause 3.1.1 below.

3.1.1 The tenderer/s shall keep the offer open for a period of 90 days from the date of opening of the tender in which period tenderer/s cannot withdraw his/their offer, subject to period being extended further, if required, by mutual agreement from time to time. It is understood that the tender documents have been sold/issued to the tenderer/s and tenderer/s is/are being permitted to in consideration of stipulation on his/their part that after submitting his/their offer he/they will not resile from his/their offer or modify the terms and conditions thereof in a manner not acceptable to North Central railway. Should the tenderer/s fail to observe to comply with the foregoing stipulation the amount deposited, as earnest money for the due performance of the stipulation and to keep the offer open for the specified period, shall be forfeited to the Railway. The earnest money of unsuccessful tenderer/s will be returned to the unsuccessful tenderer/s within a reasonable time, but Railway shall not be responsible for any loss or depreciation that may happen to the earnest money for the due performance of the stipulation and to keep the offer open for the period stipulated in the tender documents or to the earnest money while in Railway possession nor will be liable to pay interest thereon.

3.2 The Earnest Money of the requisite amount referred to in Clause 3.1 above is required to be deposited in form of demand draft/FDR in favour of Dy FA & CAO/IRPMU/New Delhi on any working day before 14.00 hrs on 27.07.2010

NOTE

- i. Earnest money which is not in valid form and in favour of specified authority i.e. Dy FA&CAO/IRPMU/New Delhi, will not be considered as valid and offers with such Earnest Money will be summarily rejected.
- ii. Any request for recovery from outstanding bills for earnest money against present tender will not, under any circumstances, be entertained. Tenders submitted with Earnest Money in Cheque, Government Securities or in any form other than that specified above shall not be considered.
- iii. No interest shall be allowed on the earnest money.

4. ACCEPTANCE OF TENDER

4.1 If the tenderer/s deliberately gives a wrong information/whose Credentials/documents in his/their tenders and thereby create(s) circumstances for acceptance of his/their tender, Railway reserves the right to reject such tender at any stage, besides, shall suspend the Business for One Year.

4.2 The authority for acceptance of the tenders rests with Dy Chief Signal & Telecom Engineer/Project/IRPMU/Kanpur as the case may be who does not undertake to assign reasons for declining to consider any particular tender or tenders. He also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary.

4.3 The successful tenderer/s shall be required to execute an agreement with the President of India acting through the Dy CSTE(Project)/DSTE/ IRPMU as case may be for carrying out of the work as per agreed conditions. The cost of stamp for the agreement will be borne by the North Central railway.

4.3.1 The contractors operations and proceedings in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the contractor shall further observe and comply with the bye-laws and regulations of the Govt. of India, State Govt. and of Municipal & other authorities having jurisdiction in connection with the works or site over operations such as these are carried out by the contractor/s and shall give all notice required by such bye-laws and regulations. The Hospital and medical regulations in force for the time being shall also be complied with by the contractor/s and his workmen.

4.3.2 The contractor shall be responsible for the observance of the rules and regulations under the mines act and mineral rules and Indian Metallurgical rules and regulations of State/Central Govt. concerned as amended from time to time.

4.3.3 The contractor shall at all times keep the railway administration indemnified against all penalties that may be imposed by the Govt. of India or State Govt. for infringements or any of the clauses of the Mines Act and rules made there under in respect of quarries from which the ballast for these works is procured.

4.4 The tenderer/s shall not increase his/their rate in case the Railway Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the tenderer/s.

4.5 The tenderer/s shall submit an analysis of rates if called upon to do so.

4.6 **A corrigendum shall be issued in case the increase in quantity on one or more items result an extra expenditure in excess of 10% of the value of the contract or Rs.50, 000/- whichever is less.** For the purpose of assessing the increase in the quantity and the increase in the value of contract only such of the items in which there is any increase shall be taken into account and the saving in other items ignored.

4.7 Non-compliance with any of the condition set-forth herein is liable to result in the tender being rejected.

5. SECURITY DEPOSIT ON ACCEPTANCE OF TENDER

5.1 The Earnest Money deposited by the Contractor with his tender **will be retained by the Railways** for the due and faithful fulfillment of the contract by the contractor and will be released after security deposit has been deducted from running bill.. **The security deposit, the rates for which are given below, shall be recovered by percentage deduction from the Contractor's "on account" bills.** Provided also that in case of defaulting contractor the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 5% of the total value of the contract.

5.2 Unless otherwise specified in the special conditions if any, the security deposit /rate of recovery /mode of recovery shall be as under:

i)	5% of the value of the accepted cost of tender.
ii)	The rate of recovery should be @ 10% of the bill amount till the full security deposit is recovered.
iii)	Security deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instrument like BG, FD etc shall be accepted towards Security deposits.

5.3 **Security deposit shall be returned to the contractor after the physical completion of the work as certified by the competent authority.** The competent authority shall normally be the authority who is competent to sign the contract. If this competent authority is of the rank lower than JA grade, then a JA grade officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor/s and that there is no due from the contractor to railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

5.4 No interest shall be payable upon the Earnest money and the Security Deposit or amounts payable to the contractor under the contract, but Government securities deposited in terms of sub clause (1) of this clause will be payable with interest accrued thereon.

6 CONDITIONS OF CONTRACT AND SPECIFICATIONS

6.1 Except where specifically stated otherwise in the tender documents the work is to be carried out in accordance with North Central Railway General Conditions of Contract and Regulations for Tenders & Contracts July-2005, copies of which can be obtained from the office of CAO/ IRPMU, North Central railway, New Delhi on payment of Rs. 250/-.

6.3 The tender documents referred to in clause 2.1.1 above will govern the works done under this contract in addition

to documents referred to in clause 6.1 above. Where there is **any conflict between special tender conditions regarding instructions to tenderer/s, special conditions relating to site data and specifications and the stipulations contained in the schedule of rates and quantities** on the one hand and the NCR General Conditions of Contract and Regulations for Tenders & Contracts July-2005 on the other hand, **the former shall prevail.**

7. PERIOD OF COMPLETION

7.1 The entire work is required to be completed in all respects within **12 (Twelve) Months** from the date of issue of the acceptance letter/telegram. Time is the essence of contract. The contractor/s will be required to maintain speedy and required progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated period failing which action may be taken by the Railway Administration in terms of Clause 17 and/or Clause 62 of the North Central Railway General Conditions of Contract and Regulations for Tenders & Contracts July-2005.

8. RATES FOR PAYMENT

8.1 The rates given in the attached schedule of rates tendered by the contractor and as accepted by the Railway will form the basis of payment for such items under this contract.

8.2 No material price variation or wages escalation on any account whatsoever the compensation for 'Force Majeuro' etc. shall be payable under this contract except price escalation clause payable as per price escalation clause, if any, provided separately in the tender documents.

8.3 The rates for any item of work not included in the (Schedule of Items, Rates and Quantities) and which the contractor may be called upon to do by Railway Administration shall be fixed by the supplementary written agreement between the contractor and the Railway before the particular item or items of work is/are executed. In the event of such agreement not being entered into and executed the Railway may execute these works by making alternative arrangements. Railways will not be responsible for any loss or damages on this account.

8.3.1 The contractor shall work in close co-operation with the contractor/ departmental staff working in the adjacent sections.

8.4 It should be specifically noted by the tenderers that no separate loading, unloading and leading charges for materials (which are supplied by the Railway) shall be paid for by the Railways and the rates quoted by the tenderer/s shall be inclusive of all these charges.

8.5 The item Nos., description, units and rates given in schedule of rates are as per North Central Railway Standard Schedule of Rates 2006 and any discrepancy during the execution of the work in the working rates, quantity and units etc should be rectified by reference to the printed schedule of rates which shall be treated as authority and will be binding on the contractor.

8.6 Should there arise any items which may be necessary for the completion of work but which does not appear in the Schedule of Items, its rate will be fixed by analysis of actual inputs of all types including labour and material or derived from the labour and material rates given in the North Central Railway Standard Schedules of Rates 2006. The rates for such non-scheduled items occurring during the course of construction shall be payable subject to the approval of the competent authority.

No items or work requiring non-schedule rates will be carried out unless ordered to do so by the Engineer. The rates derived from the North Central Railway Standard Schedule of Rates 2006 will be subject to percentage above or below tendered by the contractor.

8.7 Payment for the work done will be made to the contractor only when the formal agreement has been executed between the parties.

9.8 SUPPLEMENTARY AGREEMENT

After the work is completed and taken over by the Railway as per terms and conditions of the contract agreement or otherwise concluded by the parties with mutual consent and full and final payment is made by the Railway to the contractor for work done under the contract the parties shall execute the supplementary agreement annexed here to as Annexure-A.

9.9 Measures to be taken in construction and repairs on roads, embankments, etc.

9.9.1 All borrow pits dug for and in connection with the construction and repairs of buildings, roads, embankments, etc. shall be dug and connected with each other in the formation of a drain directed towards the lowest level and properly sloped for discharge into a river, stream, channel or drain and no person shall create any isolated borrow pit which is likely to cause accumulation of water which may breed mosquitoes.

9.9.2 Non fulfillment of the provision in 9.9.1 above shall be a breach of the contract and contractor/s shall be liable to pay by way of agreed liquidated damages to the Railway at the rates of Rs.100/- for each breach and in addition to that contractor further undertake to pay the amount incurred by the Railway in getting the said job/s done at the risk and cost of the contractor. Besides this, the contractor will also be held responsible for any laws for contravening them.

10. EMERGENCY WORK

10.1 In the event of any accident or failure occurring in or about the work of arising out for or in connection with the construction completion or maintenance of the work which in the opinion of the Engineer require immediate attention, the Railway may be with its own workmen or other agency execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor is not in a position to do so in time and charge the cost thereof, as to be determined by the Chief Engineer/Const. to the contractor.

11. SALES TAX/TURN OVER TAX/LOCAL TAX, ETC.

Sales tax including turn over tax on works contract, octroi, royalty, toll tax, local tax, duties/Levies as well as services and any other tax levied by central govt. state govt. or local bodies, as applicable on the date of quoting the rates and any change there-in at a later date, shall be considered to be included in the rates quoted by Tenderer/s in the Tender Schedule.

Railways shall deduct the sales tax/Turn Over Tax or any other tax from the Contractor's bill at the rate as applicable as per rules framed by concerned Govt./Local bodies from time to time and remit it to concerned deptt. and shall issue a certificate regarding Tax/Duties/Levies so deducted on demand by the contractor."

12. Successful tenderer on account of contract will have to furnish contractor bank account no, Name of bank against which all payment in respect of contract during the currency of the contract shall be made.

Address:

Dy Chief Signal & Telecomm Engineer/Project
Indian Railway Project Management Unit,
North Central Railway, Kanpur.
For and behalf of the President of India.

SUPPLEMENTARY AGREEMENT

Articles of agreement made this day _____ in the year Two Thousand and _____ between the president of India, acting through the _____ North Central Railway, Administration having his office at _____ herein after called the Railway of the one part and _____ of the second part. Whereas the party hereto of the other part executed an agreement with the party hereto of the first part being agreement. Number _____ dated _____ for the performance _____ herein after called the 'Principal Agreement'.

And whereas it was agree by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended' and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part and whereas the party hereto of the second part diverse sums from time to time aggregating to Rs. _____ including the final bill bearing voucher No. _____ dated _____ (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his/its claims under the principal agreement.

And whereas the party hereto of the second part have received further sum of Rs. _____ Through the final bill bearing voucher No. _____ dated : _____ (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by the between the parties in the consideration of sums already paid (by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for, all works done under the aforesaid Oprincipal agreement including/excluding the security deposit the party hereto of the second part have no further dues of claims against the party hereto the first part under the said principal agreement. It is further agreed by the between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said principal agreement.

It is further agreed and understood by and between the parties that in consideration of the payment already made under the agreement, the said principal agreement shall stand finally discharged and rescinded all the terms and conditions including the arbitration clause.

It is further agreed and understood by and between the parties that in consideration of the payment already made under the agreement, the said principal agreement shall stand finally discharged and rescinded all the terms and conditions including the arbitration clause.

It is, further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and /or shall be deemed to be non-existent for all purposes.

Signature of the contractor/s. : for and on behalf of the
1. _____ : President of India.
2. _____ : Witness _____

Address: _____

SPECIAL CONDITIONS RELATING TO TERMS AND CONDITIONS FOR HIRING

Name of Work : Hiring of One Non A.C. Multiutility vehicle i.e. Tata Sumo/Qualis/Tavera/ Scorpio/Innova etc in perfectly good condition with registration on or after 1-1-2006, for supervision/inspection of various ongoing works by Officers in jurisdiction of DyCSTE/Project/IRPMU/CNB unit..

1.0 PERIOD OF HIRING OF VEHICLE:

The period of hiring of inspection vehicle is initially for 12 months. Further extension of duration if any will be by mutual consent.

2.0 RATES

2.1 Tenderers shall quote monthly rate for hire of the vehicles. The rate shall be deemed to be inclusive of the following:

- i) All maintenance expenditure of the vehicle i.e. major and minor repairs required for good running of the vehicle, lubricants, all consumable other than diesel, maintaining 2 sets of white Good quality seat covers which shall be included as per para (ii) below.
- ii) Rate shall include cost of Diesel /Petrol for running of vehicle up to 2400 Km. per month.
- iii) Rate shall include the Drivers salary, all type of taxes and fee payable to RTO /Other Govt. department from the time of hire.

2.2 Rates should be quoted in figures as well as in words. If there is variation in rates quoted in 'words & figures', the rates quoted in words shall be taken as correct. If more than one or improper rates are given for the same item, tender is liable to be rejected.

2.3 The quoted rates are firm and no price variation will be accepted for any increase in the price of HSD oil/Petrol & lubricants during the currency of the contract. Railway shall not be responsible for any escalation in prices viz. fuel and any other items etc. or any increase in any duties levies of taxes in respect thereof whatsoever and the contract rates and obligations shall remain unaffected by such escalations or increase during the contract period.

3.0 PAYMENT AND PENALTY:

3.1 Payment will be made through cheque and not in cash on the basis of monthly billing as per quoted rate by the tenderer against Item No.1, 2 & 3 for proper record keeping with counter signature of user Officers has to be maintained by the supplier.

i) If the vehicle to run beyond 2400 Km. in a month an extra payment at a rate of Rs 6/- per km shall be made for the vehicle by the tenderer. If the vehicle to run beyond 300 hr. in a month an extra payment at a rate of Rs 10/- per hr shall be made for the vehicle. Night charge Rs 100 will be paid if vehicle is used between 22.00hrs to 05.00 hrs in night.

3.2.1 If vehicle does not turn up on any day, **two times to normal rate per day, calculated as rate per month divided by 30 will be deducted from contractor's bill.**

3.2.2 The bills for hire charges should be submitted to the office of Dy CSTE/Project/IRPMU/Kanpur every two months. Govt. taxes as applicable from time to time will be deducted at source by Railway.

3.2.3 Payment will be made by Dy FA&CAO/IRPMU, Shivaji Bridge, New Delhi through account payee cheque in favour of firms. Contractor has to mention the name of his banker and account number along with the bill.

3.2.4 The KMs logged from the contractor's premises to Dy CSTE/Project/IRPMU/Kanpur office and back to contractor premises shall not be payable under the contract.

3.6 In case of a break down of the vehicle en-route during the course of operation. Contractor has to provide **substitute within the period of 02 hours plus reasonable running time from the garage of contractor to place of break down failing which a penalty of double the daily rate shall be levied for the delay of each day daily rate shall be calculated** as per clause 3.2.

3.7 In the event of break down of the vehicle en-route responsibility of transporting of vehicle to his destination shall be borne by the tenderer.

4.0 SCOPE OF WORK AND DUTY:

4.1 The vehicle shall not be older than 01.01.2005. The tenderer shall supply the vehicle in perfectly good condition and vehicle shall be maintained in good condition throughout the period of validity of contract so as to ensure satisfactory service under the contract. The Railway shall have the right to reject the vehicle if not found in a satisfactory manner.

4.2 The vehicle is required for supervision/inspection of various ongoing works by Officers in jurisdiction of Dy CSTE/Project/IRPMU/CNB unit. The vehicle may have to go to the site of all types of road including Kachcha road. The vehicle shall also be required to go along the Railway embankment for approaching any desired kilometer or site. Any excuse about condition /existence of the road will not be accepted.

4.3 The section where their vehicle is required to be kept for inspection will be at the discretion of Administration. Further, the starting station from where Officer/staff will be collected can also be changed as per convenience of administration.

4.4 If the vehicle is required to be stationed at any out station under the jurisdiction of Dy CSTE/Project/IRPMU/Kanpur, the driver has to make his own arrangement for food, boarding and lodging.

4.5 Normal duty of Driver shall be for 12.00 Hours in a day. Normal working hour shall be advised to the Driver. The Driver of the vehicle should be in contact with Officer-in-charge.

4.6 The contractor shall maintain a separate log book in specified format which shall be signed jointly by the Driver, and verified by the Officer-in-charge. It will be the sole responsibility of the Driver that log book is filled up daily and there is no cutting/over writing, if there is any cutting/over writing the same shall be attested by the Officer-in-charge using the vehicle.

4.7 The contractor shall be required to maintain the vehicle in perfect good condition. Upholstery, décor, matting, curtains, seat covers, paint, lights and all other accessories of vehicle provided are to be in excellent condition at all the time. The decision of Dy CSTE/Project/IRPMU/Kanpur shall be final and binding on the contractor in this regard and contractor shall maintain the vehicle in the desired condition.

4.8 The contractor shall ensure that all the meter pertinently the kilometer/speed meter and other devices of vehicle are always in working condition. In case if any defects are pointed by the Railway's Authority the same shall be immediately rectified by the contractor at his own cost and in the mean time another vehicle shall be arranged by the contractor so that the Railway's work does get hampered. If the speedometer gets out of order instantaneously the reading given by the Officer shall be the final and binding on the contract.

4.9 The tenderer shall provide a spare wheel and necessary tools in a good working condition.

4.10 The Railway Administration shall not be responsible for any accident, damages etc. to the vehicle during period of hire and contractor/supplier will indemnify Railways against any losses/damages arising out of it. The vehicle shall be comprehensively insured along with staff traveling with the vehicle and insurance policy of the vehicle should be made available by the owner of the vehicle as and when asked for.

4.11 To avoid any mishap or any accident during the operation of the vehicle, the tenderer shall ensure that only skilled Driver having proper valid license with sufficient experience in their respective trade or deployed on job and are not put to over exertion as per labour law.

4.12 The contractor shall ensure the antecedent of the driver reporting for duty is verified by the Police and he is in possession of the same while on duty. Driver should be valid driving license holder. Driver of the vehicle shall turn out in good white /Khaki or pre-approved uniform and properly shaved.

4.13 The Driver once deployed should normally be changed only after the approval of Dy CSTE/Project/IRPMU/Kanpur. The contractor will also provide to the driver a Mobile phone for receiving the calls from Railway officials. No extra payment shall be made by the Railway for the Mobile phone.

- 4.13 The Driver put on job by the contractor must always process valid driving license, registration papers, road tax paid receipt, and insurance.
- 4.13.1 Minimum wages payable to the driver and other statutory obligation should be met by the contractor at his own cost.
- 4.14 The contractor shall fulfill all obligations under various labour laws in force regarding deployment of contract workers in respect of services provided under this contract.
- 4.15 The vehicle should be available with driver, sufficient fuel, and Engine oil etc., as and when required at a prior notice of one hour on all days of week irrespective of holidays. No night charges etc. will be payable in case if the vehicle is used at night.
- 5.0 **GENERAL:**
- 5.1 The tenderer shall be liable to honour Central and State law, statutory rules, regulation, notification like. Legislation, local self government/municipal requirements etc. and shall be solely responsible for any breach thereof railway stand identified against any penalty/prosecutions consequent to the violations (deliberate or inadvertence) by the contractor or his employee, representative etc. or such statutory provision enforce.
- 5.2 The contractor shall indemnify the railway against any or all claims, which may arise under motor vehicle act or workman's compensation act or any other act or stature having bearing over the services and for engagement of workman, directly or indirectly for performance of work under the contract.
- 5.3 The Railway reserves the right to terminate the contract at any time without, assigning any reason thereof by giving one month notice in advance. The tenderer shall not be entitled for any extra rate on account of this.
- 5.4 The tender shall indemnify the Railway and its employee against any penalties, as Principal Employer, for any failure of the tender to honour various Central/State Government Laws/enactments.
- 6.0 The contract shall be governed by the General Condition of Contract and security deposit shall be deducted as per extent rules and income tax also.
- 7.0 In case of any dispute regarding interpretation of any of the above quoted clauses, decision of the Chief Signal & Telecommunication Engineer /IRPMU/North Central Railway /New Delhi will be final and binding on the contractor.

Dy Chief Signal & Telecomm Engineer /Project
Indian Railway Project Management Unit,
North Central Railway, Kanpur
For and behalf of the President of India.

I / We agree to abide by the terms and conditions mentioned at **Page 01 to 13** in all as well as North Central Railway General Conditions of Contract and Regulations for Tenders & Contracts July-2005, to the extent the later three books are applicable.

Signature of the Tenderer/s

Address:

SCHEDULE OF ITEMS AND QUANTITIES

Name of work : Hiring of One Non A.C. Multiutility vehicle i.e. Tata Sumo/Qualis/Tavera/ Scorpio/Innova etc in perfectly good condition with registration on or after 1-1-2006, for supervision/inspection of various ongoing works by Officers in jurisdiction of DyCSTE/Project/IRPMU/CNB unit.
Earnest money : Rs. 5600.00
Completion period : 12 months.

DETAILS OF NS ITEMS

SN.	Description of item	Unit	Approx. Qty.	Rates	Railway Cost	Rates quoted by the tenderer (% Above / Below) (Both in figures and Words)
				(in Rs.)		
1	Hiring of Non A.C. Multiutility vehicle i.e. Tata Sumo/Qualis/Tavera/ Scorpio/Innova in perfectly good condition with registration on or after 1-1-2006, for supervision/inspection of various ongoing works by Officers in jurisdiction of DyCSTE/Project/IRPMU/CNB unit for running for 2400 Km and 300 Hrs per month	Per month	12	23022	276264	
	Total				Rs 276264/-	

NOTES:

- 1 The quantities mentioned are approximate Railway reserve the right to alter the quantities as per requirement. Above rates shall be for the complete job. Nothing extra whatsoever shall be paid other than the rates quoted by the tenderer/s for complete job including paying octroi, taxes (including sales tax), royalty and all other local taxes and charges incidental to the supply of materials.
- 2 The tenderer/s is/are required to submit all the required documents including the credentials along with their offer. The tenderer/s. may please note that no separate correspondence will be made in this regard.
3. Sale tax /Income tax borne by the contractor.

I/we clearly understand that I/we, am/are not entitled to any other payment on any account what-so-ever, except the tendered rates for fully complete job.

Dy Chief Signal & Telecomm Engineer /Project
Indian Railway Project Management Unit,
North Central Railway, Kanpur.
For and of behalf of President of India

Signature of Tenderer/s
Address