Name of work: Hiring of one AC-Vehicle (Indigo, Accent or same segment vehicle) by Railway Recruitment Board, Chandigarh.

Approx. Cost of work: Rs. 3,18,000/-

Tender Document cost:
- Rs. 2000/- in cash (Chairman)
- Rs. 2500/- by post (Railway Recruitment Board, Chandigarh)
**Tender Notice**

Tender Notice No. RRB/CDG/Tender/AC-Vehicle/001/13-14  
Dated: 24-12-2013.

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

<table>
<thead>
<tr>
<th>Tender No. and name of work</th>
<th>Approx. cost Rs.</th>
<th>Earnest Money Rs.</th>
<th>Date of opening</th>
<th>Completion period</th>
<th>Tender form cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RRB/CDG/Tender/ AC-Vehicle/ /001/13-14 Hiring of one AC-Vehicle (Indigo, Accent or same segment vehicle) by Railway Recruitment Board, Chandigarh.</td>
<td>Rs.3,18,000/-</td>
<td>Rs.6360/-</td>
<td>28-01-2014</td>
<td>12Months</td>
<td>Rs.2000/-</td>
</tr>
</tbody>
</table>

Tender forms can be purchased from the Office of Railway Recruitment Board, SCO No. 34, IInd Floor, Sector-7-C, Chandigarh on cash payment of Rs.2000/- or by D.D. drawn in favour of the Chairman, Railway Recruitment Board, Chandigarh. If required by post Rs.500/- (Five hundred only) each will be charged extra (Non refundable) on any working day from 08-01-2014 to 27-01-2014 daily up to 17 hrs and on 28-01-2014 upto 12.00 hrs.

Tender documents can also be downloaded from our website www.rrbcdg.gov.in from 08-01-2014. If tender documents are downloaded, the cost of tender i.e. Rs.2000/- each must be deposited through Demand Draft alongwith submission of tender otherwise the tender will be rejected.

The tenders accompanied with earnest money (in the form of FDR/DD issued by Nationalised Bank or scheduled bank) in favour of Senior Divisional Finance Manager, Northern Railway Ambala Cantt. Payable at Ambala Cantt. will be received up to 15.00 hours on 28-01-2014 and will be opened soon thereafter.

Bank Guarantee will not be accepted against earnest money. Standing earnest money with other unit /other work will not be accepted. Tender without earnest money will be rejected. If it happens to be a holiday on 28-01-2014 the same tender will be opened on next working day.

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

Copy to :-

1. Notice Board.
2. PA to Chairman/RRB/CDG.
## CONTENTS

<table>
<thead>
<tr>
<th>SN</th>
<th>Chapter</th>
<th>Description</th>
<th>Page From</th>
<th>Page To</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Top Sheet</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Tender Notice</td>
<td></td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>3.</td>
<td>Contents</td>
<td></td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>4.</td>
<td>Chapter 1</td>
<td>i) Tender Form First Sheet</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Tender Form Second Sheet (Instructions to Tenderers and conditions of tender)</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>5.</td>
<td>Chapter 2</td>
<td>Special Conditions of Contract &amp; Special Terms &amp; Conditions</td>
<td>9</td>
<td>11</td>
</tr>
<tr>
<td>6.</td>
<td>Chapter 3</td>
<td>Prices &amp; Payments</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>7.</td>
<td>Chapter 4</td>
<td>Form</td>
<td>13</td>
<td>14</td>
</tr>
<tr>
<td>8.</td>
<td>Chapter 5</td>
<td>Schedule of Prices</td>
<td>15</td>
<td>15</td>
</tr>
</tbody>
</table>
Tender No. RRB/CDG/Tender/AC-Vehicle/001/13-14

Name of work:- Hiring of one AC-Vehicle (Indigo, Accent or same segment vehicle ) by Railway Recruitment Board, Chandigarh.

To

The President of India,
Acting through the
Chairman,
Railway Recruitment Board,
Chandigarh

1. I/We ................................................................. have read the various conditions to tender attached here to and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of ......................................................... 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 work for ____________, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within ........ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the General Conditions of Contract corrected upto printed/advance correction slip No……………… dated .......... and to carry out the work according to the Special Conditions of Contract and Specifications of material and works as laid down by Railway in the annexed Special Conditions/Specifications and the ______________________ corrected upto printed/advance corrected slip No……………… dated .......... Schedule of rates corrected upto printed/advance correction slip no………………. dated …………… for the present contract.

3. A sum of Rs.______________/- is herewith forwarded as Earnest money. The full value of the earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if ;- 

(a) I/We do not execute the contract documents within fifteen days after receipt of notice issued by the Railway that such documents are ready: and

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

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

Signature of Witness:

...................................................

(1) .................................................................

Signature of Tenderer(s)

(2) .................................................................

Date .........................................................

Address of the Tenderer(s)
1. **Instructions to tenderer and conditions of tender** – The following documents form part of tender/contract:-

(a) Tender forms

(b) Special Conditions of tender and instructions to tenderers and Special terms and Conditions

(c) Form.

(d) Schedule of Prices

The tenderer shall study the Northern Railway General Conditions of Contract Regulations for Tenders & Contracts – 1999 along with other tender documents of the tender before submission of the tender.

1.1 **Applicable for tender documents downloaded from internet:**

i) Tenderer/s are free to download tender documents at their own risk and cost for the purpose of perusal as well as for using the same as tender document for submitting their offer. Master copy of the tender document will be available in the office of Railway Recruitment Board, Chandigarh. After award of work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Railway Recruitment Board, Chandigarh 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 tenderers. No claim on this account will be entertained.

ii) **Cost of Tender documents:**

Tender documents are available on Railway Recruitment Board, Chandigarh website i.e. www.rrbcdg.gov.in 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 document as indicated above on Page-1 will have to be deposited by the tenderer in the form of a bank draft payable in favour of Chairman Railway Recruitment Board, Chandigarh 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 be summarily rejected.

2. Item-wise rates for all the items shown in the schedule of Prices attached must be filled carefully in words as well as in figures.

3. Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.

4. **Completion Period** : Prescribed period for hiring shall be 12 Months. The prescribed period of contract can be extended on mutually agreed on same, terms and conditions.

5. **Earnest Money** – (a) The tender must be accompanied by a sum of Rs.6360/- as earnest money deposited in the forms as mentioned, failing which the tender will not be considered.

(b) The tenderer(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the tender. It is understood that the tender documents has been sold/issued to the tenderer(s) and the tenderer(s) is/are permitted to tender in consideration of the stipulation on his/their part that after submitting his/their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Railway Recruitment Board, Chandigarh. In case the tenderer fail to observe or comply with the foregoing stipulation, the
amount deposited as Earnest Money for the due performance of the above stipulation shall be forfeited to the Railway.

(c) If the tender is accepted, the amount of Earnest Money will be retained and adjusted as security Deposit for the due and faithful authorized of the contract. This amount of Security Deposit shall be forfeited if the tenderer(s)/contractor(s) fail to execute the Agreement Bond within 15 days after receipt of notice issued by railway that such documents are ready or to commence the work within 15 days after receipt of the orders to that effect.

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

6 SECURITY DEPOSIT ON ACCEPTANCE OF TENDER

6.1 The security deposit/rate of recovery/mode of recovery on acceptance of tender shall be as under:

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

The total security deposit recoverable from a contractor including the amount of earnest money deposited with the tender as given in Clause above will not exceed the security amount recoverable at the rates mentioned above.

The security deposit unless forfeited in whole or in part according to the terms and conditions shall be returned to the contractor after the completion of the work as certified by the competent authority. The competent authority shall normally be the authority who is competent to sign this contract. If the 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 contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the Security Deposit, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

6.2 Performance Guarantee:

(a) On acceptance of tender, the successful tenderer is required to submit a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value as per the proforma as prescribed by the Railways,

(b) The Performance Guarantee will be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and should be valid up to expiry of the maintenance period. The agreement should normally be signed 15 (Fifteen) days after the issue of letter of acceptance and performance guarantee should also be submitted within this time limit.

(c) Performance Guarantee will be released after satisfactory completion of the work and maintenance period is over. The procedure for releasing is same as for Security Deposit.

(d) In case the contract is rescinded, the Security Deposit shall be forfeited and the performance guarantee shall be encashed and the balance work will be got done separately,
The balance work will be got done independently without risk and cost of the original contractor, The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contract is a JV or a Partnership Firm, then every member / Partner of such a firm would be debarred from participating in the tender for the balance work either in his / her individual capacity or as a partner of any other JV / Partnership firm.

Exemption of Earnest Money & Security Deposit: Public Sector Undertakings wholly owned by Railways like RITES ,IRCON ,Konkan Railway Corporation Limited, CRIS, Rail Tel Corporation etc. are exempted from depositing Earnest Money & Security Deposit.

7. Performance Guarantee: In addition to security deposit the successful tenderer/tenderers will have to give performance guarantee amounting to 5% of the contract value in any of the following forms:
   i) A deposit of cash,
   ii) Irrevocable Bank Guarantee,
   iii) Government Securities including State Loan Bonds at 5 percent below the market value,
   iv) Deposit Receipts, Pay orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or any of the Nationalised Banks,
   v) Guarantee Bonds executed or Deposit Receipts tendered by all Scheduled Banks,
   vi) A deposit in the Post office Saving Bank,
   vii) A deposit in the National Savings Certificates,
   viii) Twelve years National Defence Certificates,
   ix) Ten years Defence Deposits,
   x) National Defence Bonds, and Unit Trust Certificates at 5 percent below market value or at the face value whichever is less.

8. Rights of the Railway to deal with tender – The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer (s) shall demand any explanation for the cause of rejection of his/their tender nor the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.

9. If the Tenderer(s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.

10. If the Tenderer(s) expires after the submission of his/their tender or after the acceptance of his / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

11. Tenderer’s credentials – Documents testifying tenderer’s previous experience and financial status should be produced along with the tender or when desired by competent authority of the Railway Recruitment Board, Chandigarh.
   Tenderer(s) who has/have not carried out any work so far on this Railway and who is/are not borne on the approved list of the Contractors of Railway should submit along with his/their tender credentials to establish:
   (i) His capacity to carry out the works satisfactorily.
   (ii) His financial status supported by bank reference and other documents.
   (iii) Certificates duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with list of work carried out in the past.
   (iv) Bidder should have current Income Tax Clearance Certificate (I.T.C.C.)

12. Tender must be enclosed in a sealed cover, super scribed “Tender” No. RRB/CDG/Tender/AC-Vehicle/001/13-14 and must be sent by registered post to the address “Chairman, Railway Recruitment Board, SCO No.34, 2nd Floor, Sector 7-C, Chandigarh” so as to reach his office not
later than 15.00 Hours on 28-01-2014 or drop in the special box allotted for the purpose in the office of Railway Recruitment Board, Chandigarh. The tender will be opened at 15 hours on the same day in the office Railway Recruitment Board, Chandigarh. The Tender papers will not be sold after 12-00 hours on 28-01-2014.

13. Non-compliance with any of the conditions set-forth therein above is liable to result in the tender being rejected.

14. **Execution of Contract Documents** – The successful tenderer(s) shall be required to execute an agreement with the President of India acting through the Chairman, Railway Recruitment Board, Chandigarh for carrying out the work according to General/Special conditions of Contract.

15. **Partnership deeds, Power of Attorney Etc.** - The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing tender documents. The Railway will not be bound 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, authorize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

16. The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) 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 Magistrate in favour of the specific person whether he/she be partner(s) of the firm or any other person specifically authorized him/her to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle relinquish any claim(s) preferred by the firm and sign “No Claim Certificate” and refer all or any disputes to arbitration.

17. **Employment/Partnership, etc., of Retired Railway Employees.**
   (a) Should a tenderer be a retired engineer of the Gazetted rank or any other Gazetted Officer Working before his retirement, whether in the executive or administrative capacity, or whether holding a pension able post or not, in the …………………….. department of any of the railways owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted Officer as aforesaid, or should tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors, or should a tenderer have in his employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the tenderer or the Engineer or Officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.

   (b) Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his shareholder(s) or relative(s) of the shareholder(s) employed in Gazetted capacity in the ………………… department of the Northern Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in clause 62 of the General Conditions of Contract.

Signature of Tenderer(s) Date ……………………………
CHAPTER – 2
SPECIAL CONDITIONS OF CONTRACT

2.0 Introduction
This chapter deals with conditions of contract necessary for execution of this contract and not covered under general conditions of contract. If conditions in this chapter are in variance with general conditions of contract, the conditions given in this chapter will prevail.

2.1 Scope of work: Hiring of one AC-Vehicle (Indigo, Accent or same segment vehicle) by Railway Recruitment Board, Chandigarh.

Vehicle is required at Chandigarh for local journeys both on katcha/pucca roads in Chandigarh as well as outside Chandigarh i.e. in other parts of Haryana, Uttar Pradesh, Punjab, Himachal Pradesh, Delhi as per requirement of Railways in a month. The necessary permits in this regard shall be arranged by the contractor. The contractor is bound to supply the vehicle as and when required by the Railway as per approved rates.

2.2 Rates to be written in words and Figures.

2.2.1 The rates 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 improper rate are tendered for the same item, the tender is liable to be rejected. In case of single percentage tenders, if the tenderer/s quote/s multiple rates, the offer will be treated as incomplete and shall be summarily rejected.

2.2.2 The rates quoted by the firm for hiring of the vehicle will be including Driver, Fuel, maintenance, etc. No additional charges, in any form, will be admissible.

2.2.3 Each page of the tender papers is to be signed and dated by the tenderers or such person/s on his/their behalf who is/are legally authorized to signed for him/them.

2.3 Erasures and/or alteration
Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.

2.4 Eligibility Criteria
The contractor /tenderer should have experienced of providing vehicle on hiring basis.
SPECIAL TERMS AND CONDITIONS

1. The vehicle shall be comprehensively insured along with staff travelling with the vehicle and insurance policy of the vehicle made available by the owner of the vehicle as and when asked for.

2. The contractor shall ensure that the antecedent of the driver reporting for duty is verified by the police and they are in possession of the same while on duty. Driver should be valid driving license holder. **Driver of the vehicle shall be well turned out in white/khaki uniform & cap/Turban & polished Black/Brown shoes.** The contractor shall be responsible for discipline and behaviours of drivers deployed by contractor. Drivers are not to leave their duty unless permitted to do so by Controlling Officer of vehicle. Drivers once deployed can only be changed after the approval of the Chairman, Railway Recruitment Board, Chandigarh. Driver should be well acquainted with Chandigarh area. In case of Driver is on leave or sick the alternative arrangements are to be made by contractor.

3. The contractor shall provide the vehicle in perfect working condition upholstery, decor, matting, paint, lights, fans and all other accessories of vehicles provided are to be in the excellent condition at all the times. The decision of Railway Recruitment Board, Chandigarh shall be final and binding on the contractor in this regard and contractor shall maintain the vehicle in the desired condition. In case of rejection of vehicle due to dull appearance/condition of the vehicle, action as per “Risk & Expenses” shall be initiated.

4. The vehicle shall be available as and when required. In case of failure on the part of tenderer, he is liable to be black-listed and imposing such monetary **penalty/fine @ Rs.500/- per day** by Railway Recruitment Board, Chandigarh.

5. The driver of the vehicle shall maintain log book in which day to day movement of the vehicle is to be noted. Entries of journey should be got attested from the users.

6. (a) In circumstances, when the hired vehicle is involved in any violation of traffic rules or an accident resulting in loss or damages to properly and life with respect to the vehicle, driver, passenger, or any third party the responsibility for any legal or financial implication shall rest solely with the contractor. The Railway administration shall have no liability whatsoever in this regard.

   (b) The contractor shall fulfil all the obligations under various labour laws in force regarding deployment of contract workers in respect of services provided under this contract.

7. **RISK AND EXPENSES:**

   In the event of the failure of the contractor to supply the vehicle as requisitioned under the contract, Railway shall hire similar type of vehicle at its discretion from other sources at the risk and expenses of the contractor or the prevailing market rate. Since the requirement are on day to day basis, normal procedure for risk and expense hiring cannot be adhered to, and hence Railway Recruitment Board, Chandigarh shall unilaterally decide about hiring of vehicles when vehicle(s) is/are not supplied by the contractor. Such hiring from the alternate sources shall be binding on the contractor. Due to shortage of time, no prior information can be given to the contractor for such hiring. Expenses incurred on risk and cost of hiring shall be recovered from the on account bill/security deposit of the contract.

8. The payment shall be subject to deduction of income tax/and other tax levied by the Government.

9. Tenderer shall have the vehicle duly registered with Govt.

10. No advance payment shall be made to the contractor. The payment, however, shall be made on receipt of bills duly checked and verified by the concerned officer.
11 Railway shall not be responsible for any escalation in prices viz. Diesel or any other items etc. what-so-ever or any increase in any duties, levies or taxes in respect thereof what-so-ever and the contract rates and obligations shall remain unaffected by such escalation or increase during the contract.

12 In case of breakdown of vehicle, the contractor shall provide a suitable replacement within one hour of receipt of information. In case of failure to provide replacement, the contractor shall bear the entire expenditure incurred by the Railway Recruitment Board, Chandigarh in making alternate arrangement.

13 Speedometer of the vehicle provided must be sealed & shall be in working conditions at all the times. A sealing certification of the speedometer shall be obtained from officer concerned of the Railway Recruitment Board, Chandigarh.

14 Vehicle shall be mechanically sound and decently maintained with neat & clean loose seat covers. The vehicle requisitioned shall report at the place of requisition (within Municipal area of Chandigarh) within reasonable time. In case delay of reporting at the place of requisition, a suitable penalty not exceeding Rs. 200/- can be levied by Railway Recruitment Board, Chandigarh as per his direction. Kilometre & Time will be reckoned from the place where vehicle reports for the duty and not from the office/garage of the firm. No mileage/kilometre will be allowed for the Driver to take the lunch or breakfast. Any diet, lunch, breakfast charges etc. are not to be paid by RRB.

15 CANCELLATION OF CONTRACT:

The Railway Recruitment Board, Chandigarh without prejudice can cancel the contract in any of the following cases on the part of the contractor.

a. The contractor or any partner in the contracting firm becoming insolvent or have a receiving order or orders for administration of estate made against him or shall take any proceeding for liquidation or compensation under any insolvency act for the time being in force or make any conveyance or assignment of this effects or composition or arrangement for the benefit of insolvency Act for the time being in force the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

b. Assign transfer, sublet or attempt to assign or sublet the contract without the written permission of Railway Recruitment Board, Chandigarh.

c. Whenever Railway Recruitment Board, Chandigarh exercises his authority to cancel the contract under these conditions, he may complete the contract by any means at the contractor’s risk and cost. The security deposit and any other dues of the contractor shall be at the absolute disposal of Railway Recruitment Board, Chandigarh to make good the loss suffered by Railway or extra expenditure incurred for hiring vehicle due to contractor failure.

d. Railway Recruitment Board, Chandigarh reserves the right to terminate the contract at any stage without assigning any reasons whatsoever, if the contractor fails in meeting the contractual standard set in the contract.

16 If at any later stage it is detected that the contractor has been paid in excess whatsoever reasons may be, the Railway shall have full authority to recover the excess payment/cost of the damage caused by him from the pending bill/security deposit etc. and to terminate the contract with immediate effect.

17 In case of any dispute of the interpretation on any clause in the terms and conditions of the contract, decision of Railway Recruitment Board, Chandigarh will be final and binding on the contractor.

I/We agree to abide by the terms and conditions mentioned from page 2 to 15 as well as the Northern Railway Engg. Deptt. General Conditions of Contract 1999 corrected upto date.
CHAPTER – 3
PRICES AND PAYMENT

3.1 Scope:

This chapter deals with prices to be paid to the contractor for completion of work. The contractor shall be paid for completed works in accordance with accepted schedule of prices and rates, as stipulated in the tender document.

3.2 Schedule of Prices:

Unit Prices -

The item wise unit prices as given in Schedule of Prices shall be inclusive of all charges, insurance premium, all Taxes, Duties and levies (including Octroi etc.) applicable on works contracts, etc. Unit prices quoted shall be FIRM. No price variation shall be allowed, on any account.

3.3 Deduction of taxes from contractor’s bills

Wherever the law makes it statutory for the purchaser to deduct any amount towards Sales Tax / Income tax on contract, the same will be deducted and deposited with the concerned authority.

3.4 TERMS OF PAYMENT

a) On submission of bill the Payment will be made on monthly basis i.e. in the following month as per log book duly verified by the Chairman/RRB/CDG through Sr.DFM/ Ambala Cantt.

b) Final Payment
On the basis of completion of this contract, the final bill for the balance payment of work shall be submitted by the contractor.

3.5 FINAL SETTLEMENT

On issue of the certificate of final acceptance, the security deposit and performance bank guarantee will be released to the contractor after adjustments of any dues payable by the contractor.

3.6 The contract will be governed by as per General Condition of contract.
1. PERFORMANCE GUARANTEE BOND

Name of Bank ___________________________ President of India Bank
Guarantee Bond No.______________________ Acting through_________________________
Dated:______________________ (Designation & address of contract signing authority)

PERFORMANCE GUARANTEE BOND

In consideration of the President of India acting through __________ (Designation & address of Contract Signing Authority), _____________(hereinafter called “The Government”) having agreed under the terms and conditions of agreement/Contract Acceptance letter No. ______________ dated ______________ made between _____________________________(Designation & address of contract signing authority) and ____________ (hereinafter called “the said contractor(s)” for the work ____________ (hereinafter called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for Rs._____________ (Rs.____________ only) as a performance security Guarantee Bond from the contractor (s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _______________ (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs. _______________ (Rs.____________ only) on demand by the Government.

We ______________ (indicate the name of the Bank), further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the Northern Railway, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor 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 under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _______________ (Rupees _______________ only).

(Continue BG No. _______________ Dated________)

3. (a) We _______________ (indicate the name of the Bank), further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

4. We _______________ (indicate the name of the Bank) to 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 by ____________ (Designation & Address of contract signing authority) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in full force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity/extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we _______________ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we ____________ (indicate the name of the bank) shall pay the Government the full amount of guarantee on demand and without demur.

6. We _______________ (indicate the name of the Bank), further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the said contractor (s) and to forbear or enforce any the terms and conditions of the said agreement and we shall not be relieved from out liability by reason of any such variation, or extension being granted to the said contractor (s) or for any bearance act or omission on the part of the Government 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 for the said reservation would relive us from the liability.
7. This guarantee will not be discharge by any change in the constitution of the Bank or the contractor(s).

8. We, ________________ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

9. This guarantee shall be valid up to _____ __ (Date of Completion plus Maintenance Period). Unless extended on demand by Government. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs. ___________ (Rs. _________ only) unless a demand under this guarantee is made on us in writing on or before ___________, we shall be discharged from our liabilities under this guarantee thereafter.

Dated: ___________ the ____ day of _______________ for ________________

(Indicate the name of bank)

Signature of Bank Authorize official
(Name):
Designation:
Full Address:

Witness:
1. ________________________
2. ________________________
SCHEDULE OF PRICES

Name of work: Hiring of one AC-Vehicle (Indigo, Accent or same segment) by Railway Recruitment Board, Chandigarh

With reference to the above subject, we are pleased to offer our rates for various items of works as follows:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description of work</th>
<th>Make of The Vehicle</th>
<th>Model of the Vehicle</th>
<th>Rate in (Rs.) Including of all type of Taxes in figures &amp; words.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Fixed monthly charges for Hiring of one AC Vehicle (Indigo, Accent or same segment Vehicle) For a run upto 2400 km per Month and duty upto 300 Hrs. in a month</td>
<td></td>
<td></td>
<td>Rs.<em><strong><strong><strong><strong><strong><strong>Per Month InWords(Rs.</strong></strong></strong></strong></strong></strong></em>______________ )</td>
</tr>
</tbody>
</table>

NOTE:

I. Vehicle will be supplied by the contractor at the required time and place as informed by the Chairman/Assistant Secretary/PA to Chairman on behalf of Chairman, RRB/Chandigarh.

II. Penalty/clause for any failure or delay has been noted.

III. Movement of the vehicle will be reckoned only from the above place, where vehicle is required by RRB.

IV. The above rate includes all the taxes & charges like cost of fuel, driver’s salary, his daily allowances, traveling allowance, repair/maintenance of vehicle, parking fees etc.

V. If the vehicle fails during the movement, immediate alternative arrangement will be made by the contractor.

Encl.: Demand Draft No. __________ Dt.: __________ for Rs. __________.

End: Signature of the Contractor
     Address:
     Date:

Office Seal:

END OF TENDER DOCUMENT