रेल भर्ती बोर्ड चंडीगढ़
RAILWAY RECRUITMENT BOARD, CHANDIGARH

निविदा संख्या: आर.आर.बी./सी.डी.जी./निविदा/ए.सी.-वाहन/001/2016-17
TENDER No: RRB/CDG/Tender/AC-Vehicle/001/2016-17

कार्य का नाम: रेल भर्ती बोर्ड चंडीगढ़ द्वारा एक वातानुकूलित वाहन (Accent, Swift Dzire, Etioz, Manza and same segment vehicle) किराए पर लेने के संबंध में
Name of work: Hiring of one AC-Vehicle (Accent, Swift Dzire, Etioz, Manza and same segment vehicle) by Railway Recruitment Board, Chandigarh.

कार्य की अनुमानित लागत: रु. 4,01,304/-
Approx .Cost of work: Rs. 4,01,304/-

निविदा दस्तावेज का मूल्य : रु. 2,000/- नकद भुगतान द्वारा
रु. 2,500/- डाक द्वारा
Tender Document cost: Rs. 2,000/- by cash
Rs. 2,500/- by post

अध्यक्ष/Chairman
रेल भर्ती बोर्ड/Railway Recruitment Board
चंडीगढ़/Chandigarh
**Nivida Sutchna/Tender Notice**

**Nivida Sutchna S. , Aarabarai/Siddiqui/Nivida/Asli Wahan/001/2016-17 Dinak 02-09-2016**

Tender Notice No. RRB/CDG/Tender/AC-Vehicle/001/2016-17 Dated: 02-09-2016

रेल भरती बोर्ड, चंडीगढ़, भारत के राष्ट्रपति की ओर से निम्नलिखित कार्यों के लिए निर्धारित प्रपत्र पर मुहरबंद लिफाफे में निम्नलिखित खुली निविदा आयोजित करता है: -

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>निविदा सं. और कार्य का नाम</th>
<th>अनुमानित लागत रू.</th>
<th>अभिम राशि रू.</th>
<th>खुलने की तिथि</th>
<th>पूरा होने की अवधि</th>
<th>निविदा प्रपत्र की लागत रू.</th>
</tr>
</thead>
<tbody>
<tr>
<td>आरआरबी/सिद्धिकी/निविदा/एसी वाहन/001/2016-17 RRB/CDG/Tender/ AC-Vehicle/001/2016-17</td>
<td>रु. 4,01,304/-</td>
<td>रु. 8,026/-</td>
<td>05-10-2016</td>
<td>12 महीने 12 Months</td>
<td>रु. 2,000/-</td>
</tr>
</tbody>
</table>

रेल भरती बोर्ड, चंडीगढ़ द्वारा एक वातानुकूलित वाहन (Accent, Swift Dzire, Etooz, Manza and same segment vehicle) किराए पर लेने के संबंध में Hiring of one AC-Vehicle (Accent, Swift Dzire, Etooz, Manza and same segment vehicle) by Railway Recruitment Board, Chandigarh.

लिविदा फार्मे रु. 2,000/- के नकद भुगतान पर या अबयक्त, रेल भरती बोर्ड, चंडीगढ़ के पश्चिम डी.डी. तैयार करके रेल भरती बोर्ड के कार्यालय रेलवे कॉलेज, नजदीक चंडीगढ़ रेलवे स्टेशन, चंडीगढ़ -160002 से खरीदा जा सकता है। अगर ड्राफ्ट द्वारा मांगा जाता है, तो उसके लिए अनिर्धिकरता रु. 500/- (रूपये पांच सौ केवल) का शुल्क लिया जाएगा (मान्य रिफंडेबल) प्रत्येक किसी भी कार्य दिवस को 19-09-2016 से 04-10-2016 को 17:00 बजे तक एवं 05-10-2016 को 12:00 बजे तक।

Tender forms can be purchased from the Office of Railway Recruitment Board, Railway Colony, Near Chandigarh Railway Station, Chandigarh-160002 on cash payment of Rs.2,000/- 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 19-09-2016 to 04-10-2016 up to 17:00 hrs and on 05-10-2016 upto 12:00 hrs.

लिविदा दस्तावेज दिनांक 19-09-2016 से हमारी वेबसाइट www.rrbcdg.gov.in से भी डाउनलोड किया जा सकता है, अगर लिविदा दस्तावेज डाउनलोड करते हैं तो लिविदा की लागत अर्धता 2,000/- रूपये डिमांड ब्रांच के माध्यम से प्रत्येक लिविदा के लिए जमा करवाएं अन्यथा लिविदा अस्तित्व कर दी जाएगी।

Tender documents can also be downloaded from our website www.rrbcdg.gov.in from 19-09-2016. If tender documents are down-loaded, the cost of tender i.e. Rs. 2,000/- 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 Demand Draft 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 05-10-2016 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 05-10-2016 the same tender will be opened on next working day.

Chairman
Railway Recruitment Board, Chandigarh
For and on behalf of the President of India

PratitiPitri/Copy to:-
1. Notice Board.
2. PA to Chairman/RRB/CDG.
<table>
<thead>
<tr>
<th>क्रम सं. Sr. No.</th>
<th>अध्याय Chapter</th>
<th>विवरण Description</th>
<th>पृष्ठ/Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>शीर्ष पत्रक/Top Sheet</td>
<td>1-1</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td>निविदा सूचना/Tender Notice</td>
<td>2-3</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td>विषय/Contents</td>
<td>4-4</td>
</tr>
<tr>
<td>4.</td>
<td>अध्याय 1 Chapter 1</td>
<td>i) निविदा प्रपत्र (पहला पत्र) / Tender Form First Sheet</td>
<td>5-6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) निविदा प्रपत्र (दूसरा पत्र) / Tender Form Second Sheet (निविदाकर्ताओं को निर्देश और निविदा की शर्तें) (Instructions to Tenderers and conditions of tender)</td>
<td>7-14</td>
</tr>
<tr>
<td>5.</td>
<td>अध्याय 2 Chapter 2</td>
<td>संविदा की विशेष शर्तें तथा विशेष नियम और शर्तें / Special Conditions of Contract &amp; Special Terms &amp; Conditions</td>
<td>15-19</td>
</tr>
<tr>
<td>6.</td>
<td>अध्याय 3 Chapter 3</td>
<td>मूल्य और भुगतान Prices &amp; Payments</td>
<td>20-20</td>
</tr>
<tr>
<td>7.</td>
<td>अध्याय 4 Chapter 4</td>
<td>प्रपत्र Form</td>
<td>21-22</td>
</tr>
<tr>
<td>8.</td>
<td>अध्याय 5 Chapter 5</td>
<td>कीमतों की अनुसूची Schedule of Prices</td>
<td>23-23</td>
</tr>
</tbody>
</table>
**Name of work:-** Hiring of one AC-Vehicle (Accent, Swift Dzire, Etioz, Manza and same segment vehicle) by 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 “Hiring of one AC-Vehicle (Accent, Swift Dzire, Etioz, Manza and same segment vehicle)” at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within 12 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. Rupee………………..<br> 3. A sum of …………………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 :-<br> 4. जब तक एक औपचारिक समझौता तैयार और लागू नहीं हो जाता, इस निविदा की स्वीकृति हम दोनों के बीच एक बाध्यकारी अनुबंध होगा तथा संशोधनों के लिए हम दोनों के बीच परस्पर सहमति, जिसे इस काम के लिए मेरे/हमारे प्रस्ताव की स्वीकृति के पत्र में सुचित किया जाएगा।<br> 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.

दिनांक/Date …………………………………

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

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

गवाहों के हस्ताक्षर/Signature of Witness:  निविदा/Signature of Tenderer(s)

निविदा(ओ) का पता/Address of the Tenderer (s)

मोबाइल नं./Mobile No………………………………

ईमेल आईडी/Email-Id……………………………
Instructions to tenderer and conditions of tender – The following documents form part of tender/contract:-

1. **Instructions to tenderer and conditions of tender**

   **(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:**

   **(a)** Instructions to tenderer and conditions of tender – The following documents form part of tender/contract:

   **(i)** Tender forms

   **(ii)** Special Conditions of tender and instructions to tenderers and Special terms and Conditions.

   **(iii)** Form.

   **(iv)** 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.

   **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.

   **(k)** **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. (a) The tender must be accompanied by a sum of Rs. 8,026/- 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.
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 निविदा की स्वीकृति पर सुरक्षा जमा राशि
SECURITY DEPOSIT ON ACCEPTANCE OF TENDER

6.1 निविदा की स्वीकृति पर सुरक्षा जमा / वसूली की दर / वसूली करने की प्रणाली की दर निम्नानुसार होगा: The security deposit/rate of recovery/mode of recovery on acceptance of tender shall be as under:

<table>
<thead>
<tr>
<th>क</th>
<th>सुरक्षा जमा अनुबंध मूल्य का 5% हो जाएगा,</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>The security deposit will be 5% of the contract value.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ख</th>
<th>वसूली की दर सुरक्षा जमा की पूर्ण वसूली होने तक बिल की राशि का 10% वसूल किया जाएगा,</th>
</tr>
</thead>
<tbody>
<tr>
<td>b)</td>
<td>The rate of recovery will be at the rate of 10% of the bill amount till the full security deposit is recovered.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ग</th>
<th>सुरक्षा जमा अनुबंध के वर्तमान बिल से ही वसूल किया जाएगा और सुरक्षा जमा इकट्ठा करने की अन्य कोई प्रणाली जैसे कि दस्तावेज के रूप में सुरक्षा जमा जैसे एकडी आदि सुरक्षा जमा करने के रूप में स्वीकार किया जाएगा.</th>
</tr>
</thead>
<tbody>
<tr>
<td>c)</td>
<td>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.</td>
</tr>
</tbody>
</table>

The 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) 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 with in 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.

(e) 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

(f) **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:-

   - A deposit of cash,
   - Irrevocable Bank Guarantee,
   - Government Securities including State Loan Bonds at 5 percent below the market value,
   - 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,
   - Guarantee Bonds executed or Deposit Receipts tendered by all Scheduled Banks,
   - A Deposit in the Post Office Saving Bank,
   - A Deposit in the National Savings Certificates,
   - Ten years Defence Deposits,
   - Twelve years National Defence Certificates,
   - Ten years Defence Certificates,
   - 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/her tender nor the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.
11. The President of India acting through the Chairman, Railway Recruitment Board, Chandigarh for carrying out the approved list of the Contractors of Railway should submit along with his/their tender credentials to:

**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/tender credentials to:

- His capacity to carry out the works satisfactorily.
- His financial status supported by bank reference and other documents.
- 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.
- Bidder should have current Income Tax Clearance Certificate (I.T.C.C.).

12. The tender will be opened at 15:00 hours on 05-10-2016 and may be sent by registered post to the address “Chairman, Railway Recruitment Board, Railway Colony, Near Chandigarh Railway Station, Chandigarh-160002” so as to reach his office not later than 15:00 Hours on 05-10-2016 or drop in the special box allotted for the purpose in the office of Railway Recruitment Board, Chandigarh. The tender will be opened at 15:00 hours on the same day in the office Railway Recruitment Board, Chandigarh. The Tender papers will not be sold after 12:00 hours on 05-10-2016.

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

14. 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. The tender must be enclosed in a sealed cover, super scribed “Tender” No. RRB/CDG/Tender/AC-Vehicle/001/2016-17 and may be sent by registered post to the address “Chairman, Railway Recruitment Board, Railway Colony, Near Chandigarh Railway Station, Chandigarh-160002” so as to reach his office not later than 15:00 Hours on 05-10-2016 or drop in the special box allotted for the purpose in the office of Railway Recruitment Board, Chandigarh. The tender will be opened at 15:00 hours on the same day in the office Railway Recruitment Board, Chandigarh. The Tender papers will not be sold after 12:00 hours on 05-10-2016.

16. The tender will be opened at 15:00 hours on the same day in the office Railway Recruitment Board, Chandigarh. The Tender papers will not be sold after 12:00 hours on 05-10-2016.

17. 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.
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.

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/them 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.

Employment/Partnership etc., of Retired Railway Employees -

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 in 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.

निविदाकर्ता के हस्ताक्षर

Signature of the Tenderer (s)

मित्ताक.................

Date.................
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 (Accent, Swift Dzire, Etioz, Manza and 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 Railway as per approved rates.

2.2 Rates to be written in words and Figures.

2.2.1 If conditions in this chapter are in variance with general conditions of contract, the conditions given in this chapter will prevail.

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 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 experience 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.

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

4. If any violation of traffic rules or an accident resulting in loss or damages to property 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. **BILLS:**

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

9. **TENDERER:**

Tenderer shall have the vehicle duly registered with Govt.

10. **CONTRACTOR:**

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.

11. **SPEEDOMETER:**

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.

12. **PRICES:**

Railway shall not be responsible for any escalation in prices viz. Diesel or any other items etc. whatsoever or any increase in any duties, levies or taxes in respect thereof whatsoever and the contract rates and obligations shall remain unaffected by such escalation or increase during the contract.

13. **BREAKDOWN:**

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.

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 maintenance**: The 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. The contractor or any partner in the contracting firm becoming insolvent or have a receiving order or any order for adminstration of estate made against him or shall take any proceeding for liquidation or composition or arrangement for the benefit of insolvent creditors. The contractor or any partner in the contracting firm becoming insolvent or have a receiving order or any order for administration of estate made against him or shall take any proceeding for liquidation or composition or arrangement for the benefit of insolvent creditors.

15. **Cancellation of contract**:

   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 23 as well as the Northern Railway Engg. Deptt. General Conditions of Contract 1999 corrected upto date.
भूल्म औय बुगर्ान / PRICES AND PAYMENT

3.1 कार्य-शेष / Scope:
यह खंड काम के पूरा होने के बाद ठेकेदार की कीमतों के भुगतान के निपटान के लिए है। जैसा निविदा दस्तावेज में निर्धारित किया गया है, ठेकेदार को पूरा काम करने के लिए अनुसूची के अनुसार स्वीकार की गई कीमतों और दरों के अनुसार भुगतान किया जाएगा।

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 कीमतों की अनुसूची / Schedule of Prices:
यूनिट की कीमत / Unit Prices -
मदद कानियाँ की कीमतें, कीमतों की अनुसूची में दिए गए, कार्य अनुबंध आदि पर लागू, सभी शुल्क, बीमा प्रीमियम, सभी शुल्क, शुल्क और लेवी (युगल आदि सहित) के साथ होगी। उद्धृत यूनिट कीमतें फर्म होंगी। किसी भी खाते में कीमतों में विभिन्नता की अनुमति नहीं दी जाएगी।
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 ठेकेदारों के बिल से करों की कटौती / Deduction of taxes from contractor’s bills
जहां कहीं भी कानून, खरीदार के लिए किसी भी राशि अनुबंध पर विक्री कर / आयकर की ओर इसे वैधानिक बनाता है, उसकी कटौती कर ली जाएगी और संबंधित अधिकारी के पास जमा कर दिया जाएगा।

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 भुगतान की शर्तें / TERMS OF PAYMENT
क. बिल प्रस्तुत करने पर भुगतान, अगले महीने में अर्थात लॉग बुक के अनुसार विभिन्न अध्यक्ष / आरआरबी / चंदीगढ़ वरिष्ठ मंडल वित्रेपंच / अंबाला कैंट के माध्यम से स्त्रायित होने पर, मासिक आदार पर किया जाएगा।

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.

ख. अंतिम भुगतान
b) Final Payment
इस अनुबंध के समापन के आधार पर, काम की शेष राशि के भुगतान के लिए अंतिम बिल ठेकेदार द्वारा प्रस्तुत किया जाएगा।

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 अंतिम निपटान / FINAL SETTLEMENT
अंतिम स्वीकृति के प्रमाण पत्र के माध्यम में, ठेकेदार द्वारा देने किसी भी प्रकार की बकाया राशि के समायोजन के बाद सुझाव जमा और प्रशंसन बैंक गारंटी ठेकेदार को जारी कर दी जाएगी।

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 अनुबंध, अनुबंध की सामान्य शर्तों के अनुसार द्वारा संचालित किया जाएगा।
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.

2. 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
or ___________________________
(Designation & address of contract signing authority) 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, certifying 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) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in
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 undertake 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, 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 Government against the said contractor(s) and to forbear or enforce any the terms and
conditions of

(continue ______ BG No. ______ Dated ______)

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 relieve 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. _______________________

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### ध्यान दें / NOTE:

I. अध्यक्ष / उप सचिव / अध्यक्ष/आरआरबी/चंडीगढ़ के निजी सचिव की ओर से जैसा भी सूचित किया जाता है , ठेकेदार द्वारा वाहन की आपूर्ति अपेक्षित समय और स्थान पर की जाएगी।

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

II. किसी भी चिफ्टलता या देरी के लिए जुर्माना / धारा का उल्लेख किया गया है।

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

III. वाहन का संचालन केवल उस जगह से माना जाएगा , जहां से आरआरबी को वाहन की आवश्यकता है।

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

IV. ऊपर की दरों में सभी कर और शुल्क , जैसे ईंधन की लागत , चालक का वेतन, उसके दैनिक भत्ते , यात्रा भता, वाहन की मरम्मत एवं रखरखाव, पार्किंग फीस आदि शामिल है।

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. यदि संचालन के दौरान वाहन में अवरोध आता है, तो ठेकेदार द्वारा तत्काल वैकल्पिक व्यवस्था की जाएगी।

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

### सूचना / Information:

<table>
<thead>
<tr>
<th>क्र. सं.</th>
<th>कार्य का विवरण/ Description of work</th>
<th>वाहन की बनावट/ Make of The Vehicle</th>
<th>वाहन का मॉडल/ Model of the Vehicle</th>
<th>दर (र.म.) आंकड़ों और सबदों में जिसमें सभी प्रकार के कर भी शामिल है। Rate in (Rs.) Including of all type of Taxes in figures &amp; words.</th>
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<td>1.</td>
<td>एक ऐसी वाहन किराये पर लेने के लिए निर्धारित मासिक प्रभार / Fixed monthly charges for Hiring of one AC Vehicle (Accent, Swift Dzire, Etioz, Manza and same segment vehicle) प्रति माह 2400 किमी और 300 घंटे तक चलाने के लिए / For a run upto 2400 km per Month and duty upto 300 Hrs. in a month</td>
<td>Rs.___________________ Per Month</td>
<td>InWords(Rs._______________)</td>
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