

RAILWAY RECRUITMENT BOARD
STATION ROAD, GUWAHATI-781001

Tender No. RRB/G/121/Hiring of vehicle

Office of the Chairman, RRB/Guwahati



TENDER DOCUMENT

Name of the Works

Hiring of 1(one)no. light motor vehicle, Air conditioned Tata Indigo or similar along with Driver for official use in the office of Chairman, Railway Recruitment Board, Station Road, Guwahati-781001 for a period of two years.

Approximate: Rs. 5,21,330.00 (Rupees five lakhs twenty one thousand three hundred thirty only).

Date of Opening: 17.09.2012

Note: i) Tender documents are not transferable.

ii) Tender document should be submitted without detaching any pages.

Signature of the contractor

Chairman,RRB/Guwahati
For and on behalf of President of India

**RAILWAY RECRUITMENT BOARD
STATION ROAD, GUWAHATI-781001**

TENDER NOTICE NO. RRB/G/121/Hiring of vehicle

Open Tender in sealed cover is invited for the following work from the Contractor.

Tender no. RRB/G/121/Hiring of vehicle/2012-13

Name of the work	Hiring of 1 (one)no. light motor vehicle, Air conditioned, Tata Indigo or similar along with Driver for official use in the office of Chairman, Railway Recruitment Board, Station Road, Guwahati-781001 for a period of two years.
Estimated Cost of the Tender	Rs. 5,21,330.00 (Rupees five lakhs and twenty one thousand three hundred thirty only)
Validity of Offer	120 (One hundred Twenty) days
Completion Period	2 years
Cost of Tender Documents	Rs. 2000/- (Rupees Two thousand) only (Rs 100/- extra if required by post) by cash or DD to be pledged in the name of FA & CAO/ N. F. Railway, Maligaon, which is non-refundable. Railway will not be held responsible for any postal delay.
Earnest Money	Rs 10,427.00 (Rupees ten thousand four hundred twenty seven only) to be pledged in the name of FA & CAO/ N. F. Railway, Maligaon, Guwahati - 781 011.
Commencement of sale of Tender Documents	From 10.00 Hrs of 17.08.2012
Last date of sale of Tender documents	Upto 13.00 Hrs of 17.09.2012.
Date & Time of closing of Tender Box	At 15.00 Hrs of 17.09.2012.
Date & Time of Opening of Tender	At 15.30 Hrs of 17.09.2012.

ELIGIBILITY CRITERIA:

1. The vehicle should be registered for commercial use.
2. Vehicle should not be more than two (2) years old.

DOCUMENTS TO BE SUBMITTED ALONG WITH THE TENDER:

1. Photocopy of the vehicle purchase document duly attested by Gazetted Officer.
2. Photocopy of the vehicle registration certificate duly attested by Gazetted Officer.
3. Photocopy of the vehicle insurance document duly attested by Gazetted Officer.
4. Photocopy of the Driving License duly attested by Gazetted Officers.
5. Photocopy of the permit to run in states under the jurisdiction of NF Railway duly attested by Gazetted Officer.
6. Photocopy of the Fuel emission certificate.

OTHER INFORMATION:

1. Non-transferable Tender Paper can be obtained from the office of the Chairman, Railway Recruitment Board, Station Road, Guwahati-781001 on submission of application along with the cost of tender documents as mentioned above. In case, it happens to be Bandh / holiday, the tender paper will be received/ opened on the following working day as per same timings. The tender not accompanied with requisite earnest money in proper form, will be summarily rejected.

2. The tender paper may also be available on RRB, Guwahati's web-site i.e. <http://rbguwahati.gov.in> and the same can be down-loaded and used as tender document for submitting the offer. The facility is available free of cost. However, the cost of the tender paper as indicated above will have to be paid by the tenderer in the form of Bank draft payable in favour of FA& CAO, NF Railway, Maligaon, Guwahati- 781011 at the time of dropping of down-loaded tender documents. This should be paid separately and not included in earnest money. In case of any discrepancy between the tender document down-loaded from Internet and the master copy available in the offices, the latter shall prevail and will be binding on the tenderer(s). No claim on this account will be entertained.

3. Railway Recruitment Board, Guwahati acting for and on behalf of President of India will not be responsible for any delay/ difficulty/ inaccessibility of the down loaded facility for any reason whatsoever. In case of discrepancy between the tender documents downloaded from internet and the master copy available in the office mentioned in (1) above, the latter shall prevail and will be binding on the tenders. No claim on this account will be entertained.

4. The offers which are incomplete, unsigned, and conditional, will be summarily rejected.

Signature of the contractor

Chairman,RRB/Guwahati
For and on behalf of President of India

RAILWAY RECRUITMENT BOARD
STATION ROAD, GUWAHATI-781001
TENDER FORMS (FIRST SHEET)

No

Issued to _____

To
The President of India
Acting through the Chairman, RRB
Station Road, Guwahati-781001

I/We _____ have read the various conditions to the tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof, I/we shall be liable to forfeiture of my/our "Earnest money". I/We offer our vehicle for hiring at the rates quoted in the attached schedules and hereby bind, my self/ourselves to continue the hiring for 2 years from the date of starting. I/We also hereby agree to abide by the General Condition of Contract and Standard Special Conditions of Contract of Engineering Department, N.F. Railway, 1998 edition correction up to date, special condition of contract, Technical specification, general specification, schedule of works and drawings laid down by the Railway for the present contract.

2. A sum of Rs. 10,427.00 (Rupees ten thousand four hundred twenty seven only) is herewith forwarded as earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:-

- a) I/we do not execute the contract document within seven days after receipt of notice issued by the Railway that such document are ready, or
- b) I/we do not commence the work within ten days after receipt of orders to that effect.
- c) I/we withdraw or modify my/our offer within the validity date of the tender.

Once the acceptance of the tender is communicated to me/us a legal and enforceable contract comes into being. If in accordance with the letter of acceptance, I/we fail to commence work within the period stipulated in the acceptance letter and fail to execute the formal agreement, I/we shall be liable for breach of the contract and the consequences of breach of any of the conditions of the contract entitles the Railway Recruitment Board, Guwahati acting for and on behalf of President of India to have work/job executed at the risk and cost of the tenderer(s) and to claim the extra cost/expenditure incurred by the Railway Recruitment Board, Guwahati acting for and on behalf of President of India.

SIGNATURE OF TENDERER(S)

DATE _____

SIGNATURE OF WITNESSES:

1.

DATE : _____

2.

DATE : _____

TENDERER(S) ADDRESS:

PIN _____

Signature of the contractor

Chairman,RRB/Guwahati
For and on behalf of President of India

Schedule of works and rates

Name of work : Hiring of 1(one)no. light motor vehicle, Air conditioned Indigo or similar along with Driver for official use in the office of Chairman, Railway Recruitment Board, Station Road, Guwahati-781001 for a period of two years

Sl. No.	Description of Items	Unit	Period	Rate in figure (in Rs.)	Total Amount (Rs.)
1	Supply of one suitable vehicle (Tata Indigo diesel or similar) AC on hire for site inspection and official work of RRB under Chairman/RRB/Guwahati. Rate should be including cost of all taxes, license fees, Insurance cost etc. complete in all respect. Note : The vehicle should be in good condition and the rate is inclusive of all incidental charges for running the vehicle. Period - Two years. Fixed charge for distance travelled per month - 1300 KM (Thirteen hundred kilometres)	Per month	2 years		
	Note: Working hours of the vehicle will be 12 hours per day. Normal working hours will be 8.00 a.m. to 8.00 p.m. However the vehicle can be called at any time as and when required even beyond the indicated time 8.00 a.m. to 8.00 p.m. also for which no over time charge will be given.				
2	Running expenses per KM exceeding 1300 KM per month of usage of vehicle on any type of Road in kutcha/pucca in cities/villages etc. as directed by the RRB Officials. The rate should also include paying all taxes, license fees, permit, fuel POL etc. complete in all respects.	Per Km.			
	Note: Vehicle to run 31200 Km. (approx) for 2 years plus additional kilometres if needed.				
	TOTAL				

(Rupees only)

Note: The Garage should be within 2 kilometres of Nambari, Maligaon, Guwahati-781011.

- Strike out whichever is not applicable.
- NB- If the difference occurred in between figure & words, which ever is lower will be taken into consideration.

Note: After expiry of the validity of the contract (2 years), the period of the contract may be extended for further period of 4 months, on satisfactory performance, at the same rates and under same terms and conditions based on mutual agreement between Railway administrations and the contractors/ firms.

Signature of the contractor

Chairman,RRB/Guwahati
For and on behalf of President of India

RAILWAY RECRUITMENT BOARD
STATION ROAD, GUWAHATI-781001
TENDER FORMS (SECOND SHEET)

1. TENDER DOCUMENTS

- a) Tender Notice.
- b) Tender Form (First sheet).
- c) Tender Form (Second sheet).
- d) Instruction to Tenderers and conditions of contract.
- e) Schedule of Works.
- f) Terms and conditions for hiring of vehicle.

Instruction to Tenderers and conditions of contract

1. OFFER OF THE TENDERER: The tenderer/ tenderers shall quote his/their rates with reference to each item and must tender for all the items shown in the attached schedule. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway Recruitment Board, Guwahati (hereinafter called RRB) acting for and on behalf of President of India. The RRB acting for and on behalf of President of India accepts no responsibility for their accuracy. The RRB acting for and on behalf of President of India does not guarantee for execution of all works under each item of the schedule.
2. Only one copy of the tender schedule is to be submitted by the Tenderer(s).
3. ENTRIES: All documents and entries in the tender shall be either type written or in ink and in English. Tenders containing erasers and alterations to the tender documents are liable to be rejected. Any correction made by the tenderer / tenderers in his/their entries must be attested by him/them. If rates expressed in figures and words do not match with each other, then the lower of the two rates will be taken into account and binding on the contractor.
4. RATES: Rates should be quoted inclusive of all taxes viz. Excise Duty, sales tax, octroi, service tax, other local taxes, royalty or any other cess or taxes applied to the particular type of work.
5. COMPLETION PERIOD: The works are required to be continuing for a period of two years from start of work.
6. **EARNEST MONEY**
 - 6.1 The tenderer is required to deposit Rs 10,427.00 (Rupees ten thousand four hundred twenty seven only) as earnest money for the performance of the tender who will keep the offer open for a period of 60 days from the date fixed for opening of tender, it being clearly understood that the tenderer after submitting his tender will not deviate from his offer or modify the rates, items and conditions thereof, failing which the aforesaid amount shall be liable to be forfeited by the RRB acting for and on behalf of President of India.
 - 6.2 The earnest money should be in cash or in any of the following forms:-
 - (i) Deposit receipts, Pay orders, Demand drafts, which should be either of the State Bank of India or of any Nationalized Banks or of any Scheduled Bank approved by the Reserve Bank of India for the purpose.
 - (ii) Deposit receipts tendered by the Scheduled Banks which have not been approved by the Reserve Bank of India for the purpose, provided the Bank concerned lodges with the Reserve Bank of India requisite securities, namely cash deposit or Government Securities in respect of the deposit receipts. Apart from the above provisions, prior concurrence of Reserve Bank of India, in writing, should be necessary before submitting such deposit receipts.

Signature of the contractor

Chairman,RRB/Guwahati
For and on behalf of President of India

- (iii) The earnest money, when deposited in cash, should be remitted to the Chief Cashier / Maligaon, N F Railway, Guwahati-11, and the receipt obtained there from should be enclosed with the tender as proof of the deposit of the requisite earnest money.
- 6.3 A tender not accompanied with requisite earnest money will be summarily rejected.
- 6.4 Earnest money shall not be acceptable in the shape of Bank Guarantee Bond.
- 6.5 In the event of tenderers defaulting in not adhering to the conditions laid down in para 6.1, the RRB acting for and on behalf of President of India shall be entitled to forfeit the full amount of earnest money deposited along with the tender without prejudice to any other remedy available to the RRB acting for and on behalf of President of India. In case of Tenders submitted by Contractors in requisite Category of approved Contractors claiming benefit of Standing Earnest Money Deposit [In case of not adhering to the conditions laid down in Para 6.1]. Standing Earnest Money will be forfeited by the amount equivalent to earnest money required in this tender. This is to be made good by the Contractor by depositing this amount within ten days of demand made by RRB to this effect, failing which the standing earnest money shall be enhanced and they shall remain debarred from further tendering unless they deposit / replenish the amount equivalent to the forfeited earnest money.
- 6.6 Earnest Money will be refunded to the unsuccessful Tenderer(s) within reasonable time. The Earnest Money deposited by the successful Tenderer shall be retained towards the security deposit for the due and faithful fulfillment of the contract but shall be forfeited if the Contractor fails to execute the Agreement Bond or start the work within a reasonable time (to be determined by the RRB acting for and on behalf of President of India) after notification of the acceptance of his / their tender. No interest will be paid on earnest money.

NOTE: Deposit receipts, pay order and demand drafts should be drawn in favour of the Financial Adviser & Chief Accounts Officer/ /N.F.Railway/ Maligaon.

7 **SECURITY DEPOSIT (S.D.)**

- 7.1 As per the revised guidelines of the Railway Board circulated under endorsement no. 2003/CE-I/CT/ 4/Pt. I dated 12/16-05-2006, the rate/mode of recovery of the Security Deposit shall be as under:-
- 7.2 The Earnest Money as indicated in the Tender Notice deposited by the Contractor with his tender will be retained by the RRB acting for and on behalf of President of India as part of the security for the due and faithful fulfillment of the Contract by the Contractor. The balance to make up the Security Deposit may be recovered by percentage deduction from the Contractor's "On-account" Bills.
- 7.3 Security Deposit shall be 5% of the Contract Value.
- 7.4 The rate of recovery shall be @ 10% of the bill amount till the full Security Deposit is recovered.
- 7.5 Security Deposit will be recovered only from the running bill of the Contract and no other mode of collecting SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.
- #### 8. **RELEASE OF SECURITY DEPOSIT (S.D.)**
- 8.1 Security Deposit shall be returned to the Contractor after the completion of the work as well as after completion of 3 months warranty period of spare parts replaced as certified by the RRB authority acting for and on behalf of President of India. The RRB authority acting for and on behalf of President of India should issue a certificate mentioning that the warranty period has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to the RRB acting for and on behalf of President of India against the contract concerned. Before releasing the SD, an unconditional and unequivocal "No Claim Certificate" from the Contractor concerned should be obtained.

Signature of the contractor

Chairman,RRB/Guwahati
For and on behalf of President of India

8.2 No interest will be payable upon the Earnest Money and the Security Deposit or amount payable to the Contractor under the Contract.

9 PERFORMANCE GUARANTEE (P.G.)

As per the revised guidelines of the Railway Board circulated under endorsement no. 2007/CE.I/CT/18 Pt.XII dated 31-12-2010, the procedure for obtaining Performance Guarantee is outlined below:

- a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contract fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- b) The successful bidder shall submit the performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
 - (i) A deposit of cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bond at 5% below the market value;
 - (iv) Deposit Receipts, Pay order, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Schedule Banks;
 - (vi) A deposit in the Post Office Saving Bank;
 - (vii) A Deposit in the National Saving Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also FDR in favour of Financial Adviser & Chief Accounts Officer/ /N.F.Railway/ Maligaon. (free from any encumbrance) may be accepted.

Note: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

- c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This PG shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of PG extended to cover such extended time for completion of work plus 60 days.
- d) The value of PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the RRB stating that the contractor has completed the work in all respects satisfactory. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.

Signature of the contractor

Chairman,RRB/Guwahati
For and on behalf of President of India

- g) The RRB acting for and on behalf of President of India shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding/ or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the RRB acting for and on behalf of President of India may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.
10. **SUBMISSION OF TENDER:**
- 10.1 Tender completed with all documents enclosed in a sealed cover super scribed with tender no. and the name of work, must be sent by Regd. Post/Speed Post to the address of Chairman, Railway Recruitment Board, Station Road, Guwahati-781001 so as to reach this office not later than 15.00 Hrs of 17.09.2012 or can be dropped in the tender box kept in the office of the Chairman, Railway Recruitment Board, Station Road, Guwahati-781001, not later than 15.00 Hrs of 17.09.2012.
- 10.2 Any tender received after the deadline prescribed by the RRB acting for and on behalf of President of India for submission of tenders in Para 7.1 will not be considered.
11. Non-compliance with any of the condition set forth herein above is liable to result in the tender being rejected.
12. **AUTHORITY FOR ACCEPTANCE:** The authority for the acceptance of tender will rest with RRB acting for and on behalf of President of India which does not bind itself to accept the lowest or any other tender nor does it undertake to assign reason for declining to consider any particular tender or tenders. No Tenderer / Tenderers shall demand any explanation of the cause of rejection of his/their tender. No correspondence will be entertained with Tenderer(s) in respect of the rejection of any or all Tenders.
13. Tender documents in which tender are submitted by a tenderer shall become the property of RRB and the RRB shall have no obligation to return the same to the tenderer(s).
14. **WRONG INFORMATION:** If the tenderer / tenderers deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the RRB reserves the right to reject such tender at any stage.
15. **EXPIRY OF TENDERER:** If a tenderer expires after the submission of his tender or after the acceptance of his tender, the RRB acting for and on behalf of President of India shall deem such tender as cancelled. Similarly, if a partner of firm expires after the submission of their tender or after acceptance of their tender, the RRB shall deem such Tender as cancelled unless the firm retains its character.
16. **EXECUTION OF CONTRACT:** The tenderer whose tender is accepted shall be required to appear at the office of the Chairman, Railway Recruitment Board, Station Road, Guwahati in person or if a firm or corporation, a duly authorized representative shall so appear, and execute the contract documents within seven days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights.
17. **TENDER VALIDITY:** The tenderer shall keep the offer open for a minimum period of 120 days from the date of opening of the tender within which period tenderer can not withdraw his offer, subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money for due performance of the foregoing stipulation.

Signature of the contractor

Chairman,RRB/Guwahati
For and on behalf of President of India

18. **PARTNERSHIP:** The tenderer(s) shall clearly specify whether the tender is submitted on his behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern, he should submit the certified copy of partnership deed along with the tender and Power of Attorney to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by the person signing the tender in his individual capacity.
19. **POWER OF ATTORNEY:** The RRB acting for and on behalf of President of India 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 recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
20. The Tenderer whether a sole proprietor, a limited company or a partnership firm if they want to act through agents or individual partner/partners should submit along with the tender or at later stage, a power of attorney duly stamped and authenticated by a notary public or by a Magistrate in favour of the specific person(s) whether he/they be partner/partners of the firm or any other persons specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness performance, sign performance/log books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No claim certificate" and refer all or disputed items to arbitration.
21. Tender documents are not transferable.
22. **RIGHT TO ACCEPT:** The RRB acting for and on behalf of President of India reserves the right to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.
23. **RIGHT TO NEGOTIATE:** The RRB acting for and on behalf of President of India reserves the right to negotiate with some or all the tenderers for any reason whatsoever, should the RRB acting for and on behalf of President of India decide to negotiate, the original tender offer shall continue to be binding on tenderer upto the date specified in the tender or the date extended by mutual agreement from time to time.
24. **SCRUTINY OF TENDER DOCUMENT:** The submission of the tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of the implications thereof. Any clarification required by a tenderer can be obtained from the office of the Chairman, Railway Recruitment Board, Station Road, Guwahati-781001 on any working day between 10.00 hrs. to 16.00 hrs.
25. **OPENING OF TENDER:**
 - 25.1 Chairman, RRB, Guwahati or his authorized representatives acting for and on behalf of President of India will open the tenders in the presence of tenderers or their representatives who choose to attend, at 15.30 Hrs of 17-9-2012 in the office of the Chairman, Railway Recruitment Board, Station Road, Guwahati-781001. The tenderers or their representatives, who are present, shall sign a register evidencing their attendance. If such nominated date for opening of tender is subsequently declared as a Public Holiday by the N.F. Railway, the next official working day shall be deemed as the date & time of opening of tender.
 - 25.2 The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.
 - 25.3 Telegraphic /Telex /Tele-fax offers will be treated as defective, invalid and rejected. Only detailed complete offers received prior to the closing time and date of the Tenders will be taken as valid.
 - 25.4 The RRB acting for and on behalf of President of India will examine the tenders to determine whether these are complete, whether the requisite Earnest Money has been furnished, whether the documents have been properly signed, and whether the tenders are in order in all respects.

Signature of the contractor

Chairman,RRB/Guwahati
For and on behalf of President of India

- 25.5 The tenderers' name, the presence or absence of the requisite Earnest Money and such other details as the RRB acting for and on behalf of President of India or its authorized representatives, at their discretion, may consider appropriate will be read at the time of tender opening.
26. **TENDER EVALUATION:**
- 26.1 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process.
- 26.2 Any effort by a tenderer to influence the RRB acting for and on behalf of President of India or their representatives in processing of the tenders or award decisions may result in the rejection of his tender.
- 26.3 The Contractor shall not communicate or use in advertising, publicity or in any other medium, photograph or other reproduction of the work under this Contract, or description of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Chairman, Railway Recruitment Board, Station Road, Guwahati-781001.
- 26.4 All documents, correspondence, decisions and other matters concerning the contract shall be considered as confidential and of restricted nature by the contractor and he shall not divulge or allow access thereto by any unauthorized persons.

Signature of the contractor

Chairman,RRB/Guwahati
For and on behalf of President of India

RAILWAY RECRUITMENT BOARD
STATION ROAD, GUWAHATI-781001
TERMS AND CONDITIONS FOR HIRING OF VEHICLE

1. Working hours of one light motor vehicle, A.C. Tata Indigo or similar will be for 12 hrs. in a day (A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day). Even if the vehicle works less than 12 hrs. in a day, the payment of hiring charges for full day is payable. Normal working hours will be from 8.00 A.M. to 8.00 P.M. However, vehicle can be called at any time as and when required even beyond the scheduled time of working hours i.e. from 8.00 A.M. to 8.00 P.M., in case of exigency of services. The contact Telephone no. should be working for 24 Hrs.
2. Normally, vehicle will be required on all working days (excluding Sundays and gazetted holidays). In case the vehicle is required for any Sunday / gazetted holidays, or when it is not required for any working day(s), a prior intimation of minimum 12 hrs. shall be given to the contractor by the RRB authorities concerned. Payment for hire charges under item No. 1 of the schedule will be made for the days when the vehicle is actually utilized in service.
3. In reference to item no. 1 and 2 of the schedule, the payable distance in Kilometre shall be the actual kilometre in service under occupation of the officer exceeding 1300 Kilometre per month (and if not, only fixed rate per month will be paid)and shall be maintained in the log book duly signed by the driver and the nominated Railway official(s) every day, without fail.
4. Fuels, lubricating oil, gear oil, brake oil or any other consumables used for running of the vehicle have to be supplied by the contractor and the rate quoted for item no. 2 of the schedule shall include all such charges.
5. The vehicle should be in excellent running condition and should not be more than 2 (Two) years old from the date of issuance of LOA. Contractor will have to maintain the vehicle in excellent running condition at his own cost. Quality seat covers made of cloth should be provided in the vehicle and covers should be periodically washed and pressed properly.
6. The vehicles should be properly insured.
7. An expert and experienced driver with valid driving license shall be made available for driving the vehicle. Driver shall keep all legal & valid documents with him pertaining to his license as well as the vehicle along with the required tools like jacks, spares, First Aid Box etc. in the vehicle. Normally, the driver should not be changed without permission of RRB. In case of change, sufficient notice (2-3 Days) should be given.
The bio-data of the driver such as name, age, address, copy of DRIVING LICENCE, contact telephone/ mobile number is to be submitted after receipt of acceptance letter of the offer.
8. Vehicle should have Permit to run within the territories of the N.F. Railway jurisdiction (North Eastern states/ Bihar/ West Bengal/ Sikkim) where journeys may have to be usually performed on duty. Driver will have to make his own lodging / eating arrangements and secure stabling / parking of the vehicle during such journeys. It would be contractor's responsibility to pay any damages / compensation arising out of any accident or theft of the vehicle. Railway shall not be liable to reimburse any such payments if required to be made by the contractor to any party(s). The contractor shall abide by the provisions of all statutory regulations like P.F. Scheme, Employees State Insurance Act, Motor Vehicles Act & Other Rules etc. as applicable to the vehicle and its driver from time to time.

Signature of the contractor

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9. In case of requisition of the vehicle by the State Government or other Authorities when the vehicle is on RRB duty, it shall be incumbent on the part of the contractor to bear the expenses, if any, and to get the vehicle released. In such cases, the contractor shall make stop gap arrangement by providing another vehicle immediately to the RRB. Else, the vehicle shall be treated as not available on RRB duty from the time it has been requisitioned.
10. In case the contractor fails to provide the vehicle for any day as per the above terms and conditions, a penalty of an amount equivalent to the rate of hiring charge per day of the vehicle shall be levied in addition to non-payment of the hiring charges and the amount shall be deducted from the running bills of the contractor.
11. RRB may terminate the contract by giving fifteen week's notice if the service is not found satisfactory, decision of the Officer in-Charge of the vehicle in this regard shall be final and binding.
12. The driver of the vehicle should wear neat (preferably white) uniform and shall perform his duties as per the instructions of the Officer-in-Charge. Any non-compliance shall be treated as breach of contract.
13. If the vehicle is utilized in service for more than 12 Hrs. in a day, no over time charge will be given. Similarly in case of Night halt also, no allowances will be paid.
14. After expiry of the validity of the contract (two years), the period of the contract may be extended for further period of 4 months, on satisfactory performance, at the same rates and under same terms and conditions based on mutual agreement between RRB and the contractors/ firms.
15. PAYMENT:
Payment shall be made on monthly basis, preferably by 15th of the following month for which firm's bill along with log book, statement of duties performed etc. duly signed by the user, will have to be submitted every month.
16. In the event of any question, dispute or difference between the parties hereto arising under these conditions of contract or in connection with this contract (except as to any matters, the decision of this is specially provided for by these or the special conditions) the same shall be referred to the Arbitration Tribunal of the person appointed to be the sole Arbitrator, by the General Manager of N.F. Railway. The person / persons to be appointed as Arbitrator, however, will not be one of these who held an opportunity to deal with the matters to which the contract relates or who in the course of his duties has expressed views on all or any of the matter under disputes or difference. The award of the Arbitrator shall be final and binding on the parties to the contract.

In the event of the Arbitrator, dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint any other in place of the out going Arbitrator in the manner aforesaid. The Arbitration referred to above shall be governed by Arbitration & Conciliation Act' 1996 & N.F. Railway, G.C.C. 1998 edition.

17. Jurisdiction of Court: The court of the place where this agreement has been entered upon shall alone have the jurisdiction to decide upon the dispute(s) or differences arise out of this contract.

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