

RAILWAY RECRUITMENT BOARD, MALDA

Kalibari Railway Colony, P.O. Jhaljhalia,
Malda-732102 (West Bengal)

Open Tender Notice. No.RRB/MLDT/ESTT/11/Pt.I

**Approx Cost Rs.186600/-
Allocation- 000345-07**

Sealed Tenders are invited by Chairman/ Railway Recruitment Board, Malda for and on behalf of The President of India from the experienced and financial soundness contractors for the following works:-

Name of the work:- Hiring of one vehicle (Ambassador Car with AC) including Driver, Fuel, Mobil and maintenance for official use of Chairman/ RRB/MLDT on monthly basis for one year commencing from 01.08.2011 or from the date of issue of acceptance letter whichever is later.

Completion Period:- One year.

Earnest Money :- Rs.3740/- (Rupees three thousand seven hundred forty) only.

Cost of Tender Documents :- Rs.1000/- (One thousand) only. (Non- refundable) **Availability of Tender Documents :-** a) Tender form (non-transferable) containing schedule of works, Terms and Conditions, instructions to the Tenderer(s) with other particulars if any can be obtained from the Office of Railway Recruitment Board, Malda between 11A.M. to 01P.M. from 26-06-11 to 25-07-11 (except Saturdays,Sundays and Gazetted holidays) on any working days on production of Money Receipt of 1000/- (One thousand) only issued by Chief Cashier of Eastern Railway Kolkata or Sr. Divl. Cashier/ER/Malda towards the cost of one set of Tender Form. The cost of Tender Form is not refundable under any circumstances. No Tender Form will be sent by post.

b) The Tender document will also be available in Railway Recruitment Board /Malda's Web Site (www.rrbmalda.gov.in) during the abovementioned period and the same can be down loaded and used as tender document for submitting the offer. However, the demand draft for amount equivalent (drawn in favor of *FA & CAO/E.Railway/Kolkata*) towards the cost of tender document as stated above will have to be enclosed while submitting tender documents, otherwise the tender will be summarily rejected.

Railway administration will not be responsible for any delay/ difficulties/ inaccessibility of down loading facilities for any reason whatsoever. In case of any discrepancy between the tender documents down loaded from the Internet and the master copy available in the offices mentioned herein above of this notice, the later shall prevail and will be binding on the tenderer(s). No claim on this account will be entertained under any circumstances.

The Tender form must be supported with the following documents:-

1. Earnest money Rs. 3740/- (Rupees three thousand seven hundred forty) only to be drawn in the name of FA & CAO/E. Rly/Kolkata in the shape of demand draft on any Nationalised Bank.
2. Banker's Certificate for Financial soundness.
3. Necessary documents in support of ownership of Vehicle.
4. Necessary documents in support of year of manufacture of the Vehicle (not more than 03 yr. Old).
5. All tax clearance Certificate and pollution clearance Certificate of the Vehicle.
6. Valid I.T. Certificate.

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The successful tenderer (s) must have submit a **Performance Guarantee** in the form of an irrecoverable Bank Guarantee for an amount to **5%** of the contract value after issue of the letter of acceptance but before signing of the contract agreement and the same should be valid upto the expiry of the maintenance period of the contract. In this connection Clause No.31 of Tender Document may be seen.

Dropping of Tender:- The Tender form along with the above documents to be dropped in the Tender Box provided in the Office of the Chairman/RRB/Malda from **22-07-2011 to 26-07-2011** only during working hours. The Tender Box will be closed at **02 P.M.** on **26-07-2011**.

Opening of Tender :- Tender will be opened at **03-30 P.M. on 26-07-2011** in presence of Chairman/RRB/MLDT, Divl. Accounts Representative and Tenderers or their authorised representatives.

Chairman/RRB/Malda, reserve the right to accept or reject any Tender without assigning any reason. If the office remains closed on the date of opening of the tender due to any unavoidable circumstances, the tender will be opened on the next available working day. Tender through Regd. post/courier will not be received. Tender after schedule date and time will not be received.

Chairman/RRB/Malda.

RAILWAY RECRUITMENT BOARD, MALDA
Kalibari Railway Colony, P.O. Jhaljhalia,
Tele No. (03512) – 264567 – 254347

TENDER FORM AGAINST O.T. NOTICE NO.RRB/MLDT/ESTT/11/Pt.I

Form sold to :

Name & Address :

M.R. No. submitted:

To

The President of India,

Acting through : Chairman Railway Recruitment Board, Malda

Name of the Work:- :- Hiring of one **vehicle (Ambassador Car with AC)** including Driver, Fuel, Mobil and maintenance for official use of **Chairman Railway Recruitment Board, Malda** on monthly basis for one year commencing from 01.08.2011 or from the date of issue of acceptance letter whichever is later.

I/We do hereby Tender and if my/our tender is accepted, undertake to take up the work described in the schedule hereto annexed in accordance with in all respects with said schedule and with the annexed condition of control and special conditions to execute from the date of acceptance of this tender with an agreement in proper form or work order.

1. I/We hereby agree that should I/We withdraw this tender before the decision of the accepting authority is known or should I/We decline or fail to execute the contract after I /we have been advised that my/our tender has been accepted or on my/our failure to deposit the required earnest money of Rs. 3740/- (Rupees three thousand seven hundred forty)) only cash receipt/DD No. _____ dated _____, Name of the bank _____ shall be forfeited to and appropriated by the Administration without prejudice to any right of the Administration to claim damages from me/us for breach of contract.

I/We have examined and acquainted myself/ourselves with the method to be employed and have also inspected the site of work.

I/We agree to complete the work in all respects within from the date of execution of the agreement or from the receipt of work order.

I/We have carefully read and noted the condition of contract and understand the same.

Until a formal agreement is prepared and executed acceptance of the Tender shall constitute a binding contract between us subject to modification as may be mutually Agreed between us.

NOTE: Tenderer are requested to sign. each and every page of the Tender Form with seal.

Yours faithfully,

Signature of Witnesses :-

1)

2)

(Signature of the Tenderer)

Date :

Address :

Seal :

Contd..... Page/2

INSTRUCTIONS TO THE TENDERER

1. The Tender must be submitted in sealed cover in the prescribed form in the office of the Chairman Railway Recruitment Board, Malda Tender forms will be issued on production of cash receipt for Rs. **1000/- (Rupees One thousand only)** towards the cost of tender form from the Chief Cashier/ E.Railway/ Kolkata, Sr. Divl.Cashier/ Malda Town .Tender should be deposited in the tender box provided in the Office of Chairman Railway Recruitment Board, Malda from **22-07-2011** to **26-07.2011** only during working hours & the tender box will be closed at **02 PM** on **26-07.2011** and will be opened at **03-30 PM** on **26-07.2011**. Prescribed tender form must be submitted without which tender may not be considered.
2. In no circumstances the cost of tender form will be refunded.
3. The tender form is not transferable under any circumstances.
4. The tender forms will not be issued after **01.00 PM on 25-07-2011**.
5. Tenderer should specify their business names (if any) and should submit the Constitution of their firms, the power of Attorney, Partnership deed without which tenders may not be considered.
6. The cancellation of any documents such as power of Attorney, partnership deed etc. should be forthwith communicated by the contractors to the Administration in writing failing which the Administration shall have no responsibility or liability for any action taken on the strength of the said documents.
7. The Tender should be accompanied by a Demand Draft/TD on any Nationalized Bank for the amount as specified under :

Rs. 3740/- (Rupees three thousand seven hundred forty) only as earnest money for the due performance as stipulated to keep the offer open for a period of **120 days** from the date fixed for opening of the tender.

The deposited receipts such as demand draft/term deposit/FDR etc to be executed in favour of FA & CAO/Eastern Railway/ Kolkata. The bank Guarantee Bond will not be accepted towards earnest money.
8. In case of unusual occurrences like strike, bunds and holidays the dropping and opening of the tender will be done in the next available working day(s) at scheduled time.

-:3:-

9. Each page of the tender should be signed by the tenderers with seal.
10. Tender which do not comply with the foregoing instructions shall not be considered.
11. The amount of earnest money to be enclosed with the tender will be as per the norms.
12. The tenderer shall keep his/their tender valid for a period of **120 days** from the date of opening of the tender.
13. The tender is required to quote against the items of the tender schedule both “in words and figures” if there is any variation in rates quoted by the tenderers between “ words and figures” the quoted lowest rate will be accepted.

- Encl:-
1. Schedule of works
 2. Terms and Conditions.
 3. Check List.

(Signature of the Tenderer)

Date _____

Address:

Seal :

Contd.....P/4

ANNEXURE-A

Railway Recruitment Board, Malda.

Name of Work: Hiring of one **vehicle (Ambassador Car with AC)** including Driver, Fuel, Mobil and maintenance for Official use of **Chairman, Railway Recruitment Board, Malda** on monthly basis for one year commencing from 01.08.2011 or from the date of issue of acceptance letter whichever is later.

OPEN TENDER NOTICE NO.RRB/MLDT/ESTT/11/Pt.I

SCHEDULE OF WORKS

Sl. No	Description of Works	Period of Agreement	Unit	Rate quoted by Tederer Per unit (in Rs.)	
				(in figure)	(in words)
1.	Hiring of one vehicle (Ambassador Car with AC) including Driver, Fuel, Mobil and maintenance for Official use of Chairman, Railway Recruitment Board, Malda on monthly basis for one year commencing from 01.08.2011 or from the date of issue of acceptance letter whichever is later.	One year	Per vehicle per month.		

Signature of Witnesses
With full address:-

- 1)
- 2)

(Signature of the Tenderer)

Date :

Address :

Seal :

:- 1 :-

TERM & CONDITIONS OF TENDER.

1. The rate includes all Major/Minor repairs, servicing of **vehicle**, cost of fuel, lubricants and all other consumables required from time to time, Drivers' wages and allowances. All taxes, duties incidental charges, penalties etc. as imposed by Central Govt. bodies for running of vehicles statutory recoveries on account of service taxes as applicable shall also be from on account bills.
2. In case of break-down of the **Vehicle**, the replacement of Vehicle has to be provided immediately without loss of time. In the event of failure to give replaced vehicle, Railway Recruitment Board is free to engage other hired Vehicle and the cost has to be debited against payment of hiring charges due for the payment to the contractor/ Vehicle Owner.
3. (a) The **Vehicle** should be well equipped in all respect and it should not be More than 03 years old. It shall be White / Off White colour. The vehicle shall normally be used on working days (Monday to Friday) between 09-30 AM to 07-30 PM. However, in case of exigency, it can be used beyond the scheduled working hours including Saturday, Sunday and holidays. Even, the vehicle can be utilized round the clock when circumstances so warrants.
(b) Maximum average limit of Kilometers per calendar month shall normally not exceed to 1250 Kms.
(c) The **Vehicle** should have preferably all India Permit, and/or, at least the permit to fly over entire state of West Bengal, Jharkhand and Bihar.
(d) It is not the responsibility of Rectt. Board to pay any damages / compensation arising out of accident, if any. This office is not liable to reimburse any such payment made by the **contractor/ Vehicle owner** as the vehicle is on hired basis. It is the responsibility of the contractor to follow all statutory rules and regulations provided under **Motor Vehicle Act**.
(e) During office use, the vehicle on its front side shall have Sticker showing-
ON GOVT. DUTY
RLY. RECTT. BOARD, MALDA.
4. The **Vehicle** will be used exclusively for transportation of **Chairman** for his official work including transportation of others i.e., Asstt. Sec./Official if required during emergency.
5. Accommodation of Driver and **Vehicle** of the contractor will not be provided by the Railway Recruitment Board/Malda.
6. The contractor shall be completely responsible for safe running of the Vehicle . The Railway will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or to the Driver.
7. Driver of the vehicle shall maintain a Log book indicating the following particulars therein : a) Date b) From c) To d) Time of departure e) Time of arrival. f) Km. reading at departure g) Km. reading at arrival h) Total Km. run i) Signature of officer g) Signature of driver k) remarks.

Contd.....P/2

8. Payment of hiring charges will be made by cheque as on account basis after verification of log book as necessary by the Railway officials. Income Tax, Security deposit and surcharge on IT will be deducted from contractors bill as applicable as per extant rule.
9. The contractor would observe all the statutory state labour laws meticulously.
10. The agency is bound to execute the job as per items of Tender schedule and as directed by Railway representative failing which liquidated damaged towards inconvenience shall be debited from the contractor's bill by the Administration.
11. **Vehicle** should be in good running condition always.
12. The **Vehicle** should be of white/off white colour with good running condition.
13. The seats of the vehicle should have good and cleaned cloth cover.
14. The Driver should always carry Drive Licence and wear proper cleaned uniform.
15. In case of Disaster Management (Railway Accident/Natural calamities) involving human lives, the **Vehicle** and men employed by the contractor will be drafted by the Railway Administration and no separate charges for using the same will be paid to the contractor.
16. The final/on account bill will be entertained in duplicate with the daily challan and measurement book only after completion of the work duly certified by concerned **Chairman/RRB/Malda** for payment. Payment will be made by Sr.DFM/DFM/E.Rly./MLDT.
17. Income tax, security deposit and surcharge on income tax will be deducted from contractor's bill as applicable as per extant rule. Security deposit will be deducted over all 5% of contract value @ 10% from on account bill till such time 5% of contract value is not recovered. After recovery of 5% of contract value as security deposit no further deduction will be made as security deposit.
18. **MODIFICATION, CORRECTIONS, ALTERATIONS ETC.**

Any Tender once submitted shall remain enforce as submitted notwithstanding any modification, correction or alteration made or attempted to be made in respect thereof the Tenderer or by any one on his behalf whether on the ground of mistake or otherwise. Acceptance by the Administration of the Tender as originally submitted or any part thereof shall be fully binding on the tenderer notwithstanding the receipt of notice of such modification, correction or alteration by the Administration before acceptance of Tender.

19. **EXECUTION OF AGREEMENT :**

For due fulfillment of the contract the successful Tenderer or tenderers will have to execute an agreement in the prescribed form **within fifteen days** from the date of issue of the letter of acceptance of his or their tender.

20. Failure to comply the above conditions i.e to execute an agreement will result in forfeiture of earnest money as deposited at the time of tendering.

21. **SUBLETTING OF CONTRACT.** :

Subletting of contract is strictly forbidden.

22. The contractor must submit bill in duplicate in every month or as desired.

23. For controlling payment in case of agreement values goes beyond + 25%, a regularly mechanism as a part of the contract should be built in for the first 15% increase in the value beyond 25% of agreemental value, the rate will have a reduction of 2% in the incremental value of the agreement and for next 10% increase in the value, rates will have an additional reduction of 2% in the further incremental value of the agreement.

24. **ARBITRATION :**

All questions disputes/differences arising under of in connection with these conditions of contract or in any way attaching or relating to or concerning the contractor meaning or effect of these conditions or special conditions of contract (except as to any manner the opinion/decision regarding which has been otherwise provided for by these conditions or special conditions of contract to be final and also except as to any matter regarding which the contractor has been no claim certificate or certificates) shall be referred to the arbitration of such Railway officer (retired or in service) as shall be appointed to be arbitrator by the Chairman/General Manager for the time being of the E.Railway in his sole and absolute discretion and the decision of such arbitrator shall be final and conclusive under the provisions of Indian Arbitration Act., 1940 & of the rules there-under and all statutory modifications in this contract.

25 Subject as otherwise provided in this contract all notices to be given on behalf of the President of India and all other action to be taken on his behalf may be given or taken by **Chairman/RRB/Malda.**

25. The Chairman/RRB/Malda does not bind himself to accept the lowest or any tender. No Tenderer (s) shall demand any explanation for the cause of rejection of his/their tender.

26. The tender form containing unattested documents, erasures or alterations in the tender documents made by intending tenderers will not be considered.

27. Tenderer must specify the rates in figure as well as in words as per unit on the schedule.

28. Validity of offer of the Tenderer is for one year commencing from 01.08.2011 or from the date of issue of acceptance letter whichever is later.
29. Tenderers may submit analysis of rates along with tender documents against their quoted rate if necessary.
30. Earnest money is refundable without interest.
31. **a)** The successful bidder should give a **Performance Guarantee** in the form of an irrevocable bank guarantee amounting to **5% of the contract value.** **b)** The **Performance Guarantee** should be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and should valid up to the expiry of the maintenance period. The agreement should normally be signed within **15 (fifteen)** days after issue of LOA and **Performance Guarantee** should also be submitted within this time limit. **c) Performance Guarantee** shall be released after satisfactory completion of the work and maintenance period is over.
32. The rate should be inclusive of all charges taking into account nature/description of work as per attached Tender schedule and other incidental charges. Nothing extra on this account will be entertained later on.
33. The contract will be governed by **GCC of 2001** & work to be executed as per standard specification 1969.
34. The Railway Administration reserves the right to increase or decrease the quantity or value of the contract and the contractor will not be entitled to any claim and compensation on his /their account.
35. The quantities shown in the attached schedule which are given as a guide are approx. only and subject to variation according to the competent authority of the Railway.
36. Any correction made by the tender(s) in his/their entries must be attested by him/them before submitting his/their tender.
37. Contractor must abide by and with the provisions and rules of (contract labour Regulation and Abolition Act-1970) and General Rules- 1971 as mentioned up to date.
38. The tenderer(s) must acquaint himself/themselves thoroughly about the site of work and the local conditions before submitting his/their tender.
39. Fluctuation of market rates of labourer and transporting etc should be considered before quoting rates and no claims will be entertained on the account on any ground whatsoever at any later stage.
40. The contractor will be bound to supply fully equipped vehicles and drivers with fuel for the work as and when required by the Railway Administration at short notice as a replacement. No extra payment or claim/ compensation will be entertained on this account.

41. ACCEPTANCE:

The Railway authority reserves the right to reject/accept any quotation/Tender irrespective of the highest or lowest rate or may asked for cancellation or re-quotation if deemed necessary without assigning any reason.

- 42. Penalty Clause:-** In case of failure on the part of the contractor to supply **vehicle with driver and other required materials as per schedule of work** on any day in terms of the contract, the Administration without prejudice to its any other right or rights shall be at the liberty to get the work done by other agency and extra cost if any, will be recovered from the contractor's bill or earnest money or security deposit which are being held by the Administration. The **Performance Guarantee** shall also be encashed and the balance work should be got done separately. The contractor will be penalized by way of fine for failure to execute the work as stipulated by the Rly. Administration if in his opinion the work done by the contractor is not at the required satisfaction and **penalty/fine @ per day cost** will be deducted from contractor's bill or earnest money or security deposit.

43. TERMINATION CLAUSE

All the right/rights is reserved by the Administration to terminate the contract with a notice of 30 (Thirty) days if situation so deserves. Also the Railway administration may terminate the contract without prior notice if the contractor's performance is found not up to the satisfactory level or against Railway's interest and the decision of the Railway Administration in this regard will be final and shall be binding on the contractor.

In case of termination of the contract by the contractor or if the contractor leaves the work without serving minimum 3 (Three) months notice, the administration will have the authority to engage any other contractor for a Maximum period of 3 (Three) months, and payments of such work will be at the risk & cost of the defaulting contractor. The Railway Administration will have the authority payments for such contracts either from the pending bills of the defaulting contractor or from his security deposit. In such cases the earnest money deposited by the contractor will be forfeited.

- 44. Type of Vehicle: (Ambassador Car with AC)** to be provided by the contractor, must be suitable vehicle as per demand & requirement of Chairman/RRB/Malda. In case of selection of make & model of **Vehicle (Ambassador Car with AC)** to be used by Chairman/RRB/Malda, the decision of Chairman/RRB/Malda will be final and binding upon the contractor. If contractor is not agreed with or unable to provide **Vehicle (Ambassador Car with AC)** as per demand and requirement of Chairman/RRB/Malda then his tender will immediately be rejected without assigning any reason or any further correspondence to the contractor.

Signature of Witnesses
With full address:-

1)

3)

(Signature of the Tenderer)

Date :

Address :

Seal :

CHECK LIST**OPEN TENDER NOTICE NO. RRB/MLDT/ESTT/11/Pt-I**

Name of the Work:- Hiring of one vehicle (Ambassador Car with AC) including Driver, Fuel, Mobil and maintenance for official use of **Chairman, Railway Recruitment Board, Malda** on monthly basis for one year commencing from 01.8.2011 or from the date of issue of the acceptance letter whichever is later.

SL NO	PARTICULARS	YES	NO
01	Signature made with seal in each page		
02	DD or other instrument has been enclosed as Earnest Money for Rs.3740/- payable to FA& CAO/E.Rly/Kolkata.		
03.	DD for the cost of Tender Document for Rs.1000/- payable to FA& CAO/E.Rly/Kolkata has been enclosed (if the tender document is downloaded from the website)		
04.	List of works completed in last three years with details has been enclosed.		
05.	List of works on hand at present with details has been enclosed.		
06.	Bank Account particulars has been filled-up and enclosed.		
07.	Vat Registration Certificate with Validity for next six months has been enclosed.		
08.	Rate sheet has been filled-up including all kinds of Taxes & Charges.		
09.	Quoted Rates have been checked up carefully and found rate in figure and in words are in conformity with each other.		
10.	No correction by Eraser/ Whitener exits.		
11.	Correction are signed in each case.		
12.	Details of vehicles & Drivers to be submitted.		
13.	Total set of Tender Documents has been tagged up properly.		
14.	No unwanted and excessively Old Document has been enclosed with the Tender which may be felt as unnecessary & irrelevant.		
15.	Annexure A, B & C have been filled up properly.		

Signature of Witnesses
With full address:-

1)

4)

(Signature of the Tenderer)

Date :

Address :
Seal :