

**GOVERNMENT OF INDIA & MINISTRY OF RAILWAYS
RESEARCH DESIGNS & STANDARDS ORGANISATION**

TENDER DOCUMENTS(PART-I)

Tender Notice No.T/MTR/Hiring of Taxi/Dtes/2014-15 (Pt.I) Dt. 05.06.2014

NAME OF WORK: Hiring of following vehicles for RDSO/Manak Nagar, Lucknow on monthly basis:

- i) Eight Nos.ofTata Indigo (AC) or same segment vehicle (PV) of any company.
- ii) One No. of SCORPIO (AC) or same segment vehicle (UV-2) of any company.

Note:-

- 1) The specific segment of vehicles indicated as PV & UV-2 above and the companies are to be reckoned as per list of society of Indian Automobiles manufacturers (SIAM).
- 2) The tenderer shall have ownership of minimum three vehicles out of nine vehicles being hired.
- 3) The vehicles Shall conform to the special terms and conditions of the tender documents.

- (i) PRICE OF TENDER DOCUMENTS. Rs. 3,000/-ONLY.
- (ii) EARNEST MONEY Rs. 98,450/-
- (iii) DATE OF OPENING OF TENDER. On 10.07.2014 at 15.00 hrs.
- (iv) LOCATION OF TENDER BOX : Centralized Tender Room, RPF Armory, Near TEN Office, RDSO, Lucknow.

ISSUED BY:

Astt. Personnel Officer/Admn.

R.D.S.O., MANAK NAGAR, LUCKNOW – 226 011.

Tender Form No.:-

Date of Sale

Signature of Astt. Personnel Officer/Admn.
R.D.S.O, Manak Nagar, Lucknow – 226 011

Signature of Tenderer
With date

To,

The President of India,
Acting through the Astt. Personnel Officer/Admn.
R.D.S.O., MANAK NAGAR, LUCKNOW – 226 011.

Sub: Hiring of Vehicles.

Ref: Tender Notice No.T/MTR/Hiring of Taxi/Dtes/2014-15 (Pt.I)

Dt. 05.06.2014

I/We..... have read the various conditions of 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 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as mentioned in the Tender paper . I/We also agree to abide by the General Conditions of the contract and to carry out the work according to the special terms and conditions for supply of Vehicles, as laid down by the RDSO Administration for present contract.

2. A sum of Rs.....(Rupees.....) is being enclosed as Earnest money herewith.

Signature of Witness

1.....

2

Signature of Tenderer:

Tenderer's Address:

Tender Form No.:-

Date of Sale

Signature of Astt. Personnel Officer/Admn.
R.D.S.O, Manak Nagar, Lucknow – 226 011

Signature of Tenderer
With date

SUMMARY PAGE

Tender Notice No. T/MTR/Hiring of Taxi/Dtes/2014-15(Pt.I) Dt. 05.06.2014

NAME OF WORK:Hiring of following vehicles for RDSO/Manak Nagar, Lucknow on monthly basis:

- i) Eight Nos. of Tata Indigo (AC) or same segment vehicle (PV) of any company.
- ii) One No. of SCORPIO (AC) or same segment vehicle (UV-2) of any company

Tender Documents to be received on up to **14:30** hrs

Approximate Cost of Work **Rs. 49,22,400/-**

- 1. Earnest Money **Rs. 98,450/-**
- 2. Currency of contract/hiring period : **Two years**
- 3. Date & Time of Opening on **at 15:00 hrs**
- 4. Name & address of party with date to whom Tender sold

6. Tender Form No.-----

Note:

- 1. Tender paper in original duly signed on each page must be returned with your offer.
- 2. Rates must be filled on work schedule at page no. **04 (Four)**
- 3. Rates should be quoted inclusive of permissible taxes, if any.
- 4. Offer shall be kept open for 90 days (Ninety days)
- 5. Tender Forms and Annexures form at page no. **13, 14 & 15** must be filled by the Tenderer

Tender Form No.:-

Date of Sale

Signature of Astd. Personnel Officer/Admn.
R.D.S.O, Manak Nagar, Lucknow – 226 011

Signature of Tenderer
With date

WORK SCHEDULE

GOVERNMENT OF INDIA : MINISTRY OF RAILWAYS
RESEARCH DESIGNS & STANDARDS ORGANISATION
MANAK NAGAR/LUCKNOW

Sub: Hiring of following vehicles for RDSO/Manak Nagar, Lucknow on monthly basis:

- i) Eight Nos.ofTata Indigo (AC) or same segment vehicle (PV) of any company.
- ii) One No. of SCORPIO (AC) or same segment vehicle (UV-2) of any company.

APPROXIMATE COST OF THE WORK: Rs 49,22,400/-
EARNEST MONEY : Rs. 98,450/-
TIME PERIOD : Two years

SN	Particulars	Estimated rates Per vehicle	Offered rates	
			%/above/lower /at par	
1.0 Hiring of Six Nos.of Tata Indigo (AC) or same segment vehicle (PV) of any company.			In figures	In words
1	(a)	Hiring Charges for 312 Hrs/1200 km. per month (AC)	20,700/-	
	(b)	Extra charge per km for run beyond 1200 km.	08/-	
	(c)	Per Hrs. charges for detention beyond 312 hrs.	50/-	
	(d)	Night charges	100/-	
2.0 Hiring of Two no. of Tata Indigo (AC) or same segment vehicle (PV) of any company.				
2	(a)	Hiring Charges for 312 Hrs/1800 km. per month (AC)	24,000/-	
	(b)	Extra charge per km for run beyond 1800 km.	08/-	
	(c)	Per Hrs. charges for detention beyond 312 hrs.	50/-	
	(d)	Night charges	100/-	
3.0Hiring of One No. of SCORPIO (AC) or same segment vehicle (UV-2) of any company.				
3	(a)	Hiring Charges for 312 Hrs./1200 km. per month(AC)	32,900/-	
	(b)	Extra charge per km for run beyond 1200 km.	09/-	
	(c)	Per Hrs. charges for detention beyond 312 hrs.	75/-	
	(d)	Night charges	100/-	

Note: (i) Please note the rates are to be offered only as percentage of estimated cost either percentage below OR percentage above OR at par

(ii) The service tax will be payable against the documentary proof of service tax paid for this contract and the service tax will be excluded from the offered rate)

Encl: As above

Sig. of Tenderer
Name in (Block letters)
Address with Telephone No.

Tender Form No.:-
Date of Sale

Signature of Astd. Personnel Officer/Admn. With date
R.D.S.O, Manak Nagar, Lucknow – 226 011

Declaration :-

1. The rates mentioned above are all inclusive of fuel & driver and no further charges will be claimed.
2. **Hiring period** : for two years from the date of operation but can be extended by RDSO Administration, Lko. for a period of three months at accepted/lower rates.
3. We agree to supply the vehicles at above rates as and when required by the RDSO/.Ministry of Railways, Lucknow
4. A list indicating the particulars of Vehicles, mentioned in **TENDER NOTICE** available with us for such hire is enclosed. We also enclose certificates/documents (as detailed below) regarding our best performance with other Government departments/offices.
5. We agree to maintain such records as may be required or prescribed by the RDSO for documenting the hiring of the vehicles and for preferring claims thereof, for payment.
6. We note that RDSO reserves the right to reject all or any of the offers received without assigning any reason and that it also reserves the right to accept more than one offer.
7. We agree that in the event of any doubt or dispute about the hiring of these Vehicles including the rates of hire charges we shall abide by the decision of the Executive Director, Admn.II/RDSO, Lucknow.
8. The tenderer should have executed similar nature of work in Govt./Semi-Govt./reputed organization in the last two years copy of .these experience certificate should be enclosed with tender duly attested by Gazetted Officer, Service Tax Registration No.(Certificate).Firm Registration No.(Certificate) & PAN is attached.
9. The Tenderer will provide Bank name, branch, address, a/c No, and specified bank details i.e. CBS A/c. No., MICR Code, IFS Code, etc. for payment purpose.
10. We understood that contract is for supplying for (i) EightNos.of Tata Indigo (AC) or same segment vehicle (PV) of any company (ii) One No. of SCORPIO (AC) or same segment vehicle (UV-2) of any company
11. RDSO Administration, however, reserves the right to increase/decrease the nos. of vehicle as per the requirement in any segment of vehicles as per requirements at same rates as applicable to that category.
12. In case the officer does not use the allotted vehicle due to some administrative ground or otherwise this vehicle will be withdrawn after intimation to existing contractor
13. Month means calendar month.

Yours faithfully,

Sig. of Tenderer
Name in (Block letters)
Address with Telephone No.

Tender Form No.:-
Date of Sale

Signature of Astt. Personnel Officer/Admn. With date
R.D.S.O, Manak Nagar, Lucknow – 226 011

**SPECIAL TERMS AND CONDITIONS FOR SUPPLY OF VEHICLES TO THE RESEARCH
DESIGNS & STANDARDS ORGANISATION, MINISTRY OF RAILWAYS ON MONTHLY BASIS**

- 1 a) The rates quoted by the firm for hire of the vehicle with fuel and driver shall be all-inclusive. No additional charges in any form will be admissible.
- b) No any extra charges will be admissible at the time of fuel hike. The accepted hiring rates will be constant during contract period & its subsequent extension if any also.
- c) The duty hours of the hired vehicles will normally be as under:-
(Over all operation will be controlled and manned by SSE/Transport)

Users	Type of vehicles	Running hours/Kilometers
ADG	One No.Tata Indigo (AC) or same segment vehicle (PV) of any com	312 hours/1200 K.M.
Sr.ED/Signal	One No.Tata Indigo (AC) or same segment vehicle (PV) of any com	As above
Sr. ED/Works	One No.Tata Indigo (AC) or same segment vehicle (PV) of any com	As above
ED/Research	One No.Tata Indigo (AC) or same segment vehicle (PV) of any com	As above
ED/VDG	One No.Tata Indigo (AC) or same segment vehicle (PV) of any com	312 hours/1200 K.m.
ED/QA/Mech.	One No.Tata Indigo (AC) or same segment vehicle (PV) of any com	312 hours/1200 K.m.
ED/Admn.-I & EMS	One No.Tata Indigo (AC) or same segment vehicle (PV) of any com	312 hours/1800 K.m.
CMS/RDSO	One No.Tata Indigo (AC) or same segment vehicle (PV) of any com	312 hours/1800 K.m.
CSC/RPF	One No. of SCORPIO (AC) or same segment vehicle (UV-2) of any c	312 hours/1200 K.m.

- 2 a) The supplied Vehicles should not more than 18 months old from date of original registration and should be registered in Commercial/ TAXI NUMBER (yellow license plate) as per extant rules.
- b) The Tenderer should have the ownership of minimum three vehicles of less than 18 months old as on the date of tender opening. The remaining vehicles may be on lease contract basis in the name of the tenderer for a period of two years from the date of accepting the contract. Power of attorney of vehicle will not be treated as ownership. These vehicles should be enlisted in the annexure –II of the tender form. The vehicle should be made available to RDSO/Lucknow only from those enlisted in the tender. These vehicles should also be duly registered with all taxes paid upto date and with proper COMPREHENSIVE insurance cover & Pollution control certificate. The vehicle and original documents will be required to be produced for inspection before Astt. Personnel Officer/Admn. and again at the time of signing of the contract. Attested copies of RC books of vehicles, drivers license, pollution free certificate, insurance document, etc. shall be submitted alongwith the tender. In case of default the contract may be terminated forthwith. Since another tender for similar work is being invited simultaneously the eligibility shall be reckoned combining two tenders i.e. the requirement of ownership and lease number of vehicles will be arrived at adding the minimum requirement in both tender in case the same tenderer happens to be lowest tenderer in both cases.
- c) The Vehicles being supplied should be free from dents/scratches and the condition of paint should be good and polished.
- d) The upholstery should be in excellent condition without any patch work. It should be covered with neat and clean white (Teri-Cot. Cloth) seat cover, which must be changed once a week.
- e) The vehicles should be free from abnormal vibration and noises.
- f) The wipers must remain in working condition and rain water must not leak inside the vehicle through glasses, roof, windows, doors etc.
- 3 a) The firm will be responsible to ensure complaint-free service and good behavior of the Drivers.
- b) The firm will be responsible to ensure punctuality of the timings in the supply of Vehicles. Default, if any, shall be at the risk and cost of the Tenderer.
- c) The firm will ensure to take booking for vehicle and supply the vehicles round the clock i.e. at any time during day/night. The firm will be responsible to ensure punctuality of the timings in the supply of vehicles. Default, if any, shall be at risk and the cost of the tenderer.
- d) The driver must attend the duty on time and in proper and clean uniform (white pant-shirt). The driver must also wear the name badge and have an identity Card issued by the tenderer and hold a valid Commercial Driving License.

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Signature of Tenderer
With date

- e) In case of change of vehicle or driver on account of servicing/repairs of the vehicle or driver being on leave, advance intimation & arrangement of standby vehicles will be made by the tenderer. Original vehicle will be restored within a maximum of 15 days & the standby vehicles should be similar to the original vehicles.
- f) The distance will be allowed 5 kilometers for each side i.e (total 10 kilometers) in a day from Garage to Duty point & back from duty point to Garage at which the vehicle is required, for purpose of charges. The hired Vehicle as per contract shall be allotted to the users i-e ADG, Sr. Executive Directors/Executive Directors and they will fix the duty hours for their hired vehicle according to their Administrative convenience but the total hours & Km. will be as under
- (i) 312 hr.s& 1200 kms for Officers residing in RDSO campus
 - (ii) 312 hrs.& 1800 kms, for Officers residing outside RDSO campus
 - (iii) In case the officers residing RDSO Campus and during contract period has changed their residence to outside RDSO Campus will be entitled to use facility of F(ii), as well as officers residing outside the RDSO Campus will be come entitled to use f(i) facility. Since, there may be cases, rates will be applicable as decided in this offer for that distance/segments of vehicle.
- g) All the drivers shall be having mobile phones, so that officers can contact them whenever required.
- 4 a) Bills for hire of Taxis for any month shall be verified as per log book & prepared in the first week of the following month by the Directorate concerned or to the agency so specified.
- b) The Drivers of the vehicles will maintain log books which shall be signed daily by the users in respect of each vehicle and put up the same on daily basis to the respective Directorate or to the agency so specified.
- c) A photocopy of each log books would be provided by the firm at the time of submission of monthly bills.
- d) Night charges will be paid after 10.00 pm. and before 06.00 am. It needs to be verified by the users and these to be mentioned in offer.
- e) No other mileage in any form will be allowed from Garage to office or place of duty and back.
- f) In case of discrepancy or dispute relating to kilometerage recorded in the meters, the decision of the controlling SSE/Transport and Final decision of Executive Director Admn.-II/RDSO/Lucknow shall prevail. Otherwise tender shall be summarily rejected.
- 5 No mileage of unsatisfactory service or the vehicles being not in good working condition will be allowed. Astd. Personnel Officer/Admn. RDSO/Lucknow shall have the right to impose penalty as deemed necessary based on the merits of individual occasion and his decision in this regard shall be final.
- 6 RDSO Administration, Lucknow shall reserve the right to reject all or any of the offer, accept more than one offer or terminate the contract at any time during the currency of the contract without assigning any reasons.
- 7 The firm shall, in case of its tender being accepted, deposit security money in form of Bank Draft or FDR in favor of the Executive Director (Finance), RDSO, Lucknow, payable at Lucknow, for the due fulfillment of each contract. This security money shall be refunded without interest on termination of the contract. In case any penalty or any liability of any kind imposed on the firm on account of unsatisfactory condition or for unsatisfactory service of the vehicles is not liquidated by the firm, **the same shall be recovered from running bill.**
- 8 In case of any mishappening/accident to person/material (vehicle) of the Contractor or 3rd party, no liability will lie on the Research Design & Standard Organisation, Ministry of Railways for the same during the currency of the contract. The sole liability will be of the Contractor and other vehicles will be given by the contractor in place of the vehicle without delay with instruction to administration.

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R.D.S.O, Manak Nagar, Lucknow – 226 011

Signature of Tenderer
With date

- 9 RDSO Administration, Lucknow shall reserve the right to delete the name of firm from the list of approved firms and/or not to hire vehicles from the firm at any time without giving any notice and without assigning any reasons.
- 10 No mileage will be allowed for the drivers to take lunch, breakfast etc. Run of the vehicle on this account, if any, will be deducted from the recorded kilometrage/hours.
- 11 The contractor shall provide 24 hrs. manned telephone/mobile for booking of vehicle, even during odd hours.
- 12 The contract is for two years, but can be extended by RDSO Administration, Lucknow for a period of three months at accepted or lower rates.
- 13 One rest will be given to the driver in a week but rest day can be changed on administrative requirement and no other holiday will be allowed.

PENALTY CLAUSES:

- 14 **a)** The vehicle being sent by the tenderer will be periodically inspected and in case of non-compliance of any of the condition regarding condition of the vehicle and the performance of the driver, a penalty up to Rs. 2,000/- (Rs. Two thousand only) per case can be imposed on defaulting company.
- b)** If the vehicle goes out of order for what so ever reason, the contractor shall provide an alternate arrangement with in one hour, failing to which a minimum penalty of Rs.2000/-(Rs. Two thousand) shall be imposed in addition to deduction of rental charges on propionate basis.
- c)** In case the Contractor fails to provide the requisitioned number of vehicle, due to what so ever reason/circumstances, it may be, at any occasion, a penalty of Rs. 2000/- (Rupees two thousand only) per vehicle in shortfall per occasion will be levied on the firm; which they shall have to pay or adjust in their Bills. In case of failure to compliance, the amount will be recovered from their Bills/Security deposit.
- d)** In case of Non-functioning of AC of the vehicle, a penalty of Rs. 500/- (Rs. Five hundred only) per vehicle per day will be Imposed. The contractor has to make arrangements within 2 hrs. an AC vehicle substitute failing which penalty of failure shall be tenable in addition.
- e)** The Contractor shall be required to supply vehicle within 20 minutes from receipt of the order. In case of non-compliance, a penalty of Rs. 25/- per 15 minutes for delay shall be imposed on the firm if reported by respective users.
- f)** No extra payment of any kind will be payable to the firm on supply of other than prescribed vehicle. Specific approval to supply other than prescribed vehicle will be necessary in one or exigencies.
- g)** If there is no neat and clean white seat cover, a penalty of Rs.50/- (Rupees Fifty only) will be imposed for each day.
- h)** If the driver attends the duty without proper clean uniform (white pant & shirt), a penalty of Rs.25/- (Rupees Twenty five only) will be imposed for each day of default.

Tender Form No.:-

15. **The penalty amount will be recovered from defaulter's bills. In case, default offucrs at the fag end of the contract where there is no chance of next bill, the penalty amount will be recovered from the security amount. This, however, will not nullify the right of RDSO to forfeit performance guarantee.**

16. **Administration can at its discretion terminate contract forfeiting EMD/SD & PG in case of poor performance and misbehavior/complaint against the contractor on more than 2 occasions.**

We accept the terms and conditions laid down in para-1 to 16 and bind ourselves to abide them.

Date of Sale

Signature of Astt. Personnel Officer/Admn.
R.D.S.O, Manak Nagar, Lucknow – 226 011

Signature of Tenderer
With date

GENERAL INSTRUCTIONS TO TENDERERS

On behalf of the President of India, Asst. Personnel Officer/Admn., RDSO, MANAK NAGAR, LUCKNOW – 226 011. hereinafter referred to as 'Railways' invites tenders from established, experienced and reliable agencies for hiring of taxis as detailed in the schedule of work and advertised in the open tender notice, issued by RDSO/Lucknow.

The contract emerging out of this tender shall be referred to as "Contract" and the contractor who is awarded the work contract shall be referred to "Contractor."

1 TENDER DOCUMENTS

This tender document consists of the following :-

- 1.1 General instructions to tenderer
- 1.2 Special condition of the contract.
- 1.3 Schedule of Work
- 1.4 Other Conditions
- 1.5 Annexure-I, II & III

2 PURCHASE OF TENDER DOCUMENTS:

Tender documents can be obtained from the office of the, Asst. Personnel Officer/Admn./RDSO/Lucknow on any working day from 10:00 hrs. to 12:00 hrs. up to 10.07.14 on payment of Rs.3000/- (Rs. Three thousand only) after depositing in cash per set with DCPM Northern Railway Charbagh, Lucknow. The cost of the tender form is not refundable and the tender form is not transferable.

3 SUBMISSION OF TENDER OFFERS:

- 3.1 These tender documents must be submitted duly completed in all respects in sealed cover super scribed in the tender form for the "As on top sheet" and should be deposited in the tender box in centralized tender room, RPF Amory, near town engineer office, RDSO Lucknow on up to 10.07.14 at 14:30 hrs. The tenders will be opened immediately thereafter and rates read out in the presence of such tenderers as is/are present. Tenders which are received after the time and date specified above, may not be considered. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. Tenders submitted without earnest money will be summarily rejected.
- 3.2 Tenders sealed and super scribed as aforesaid can also be sent by registered post addressed to the Asst. Personnel Officer/Admn./RDSO/Lucknow but a tender which is received after the time and date specified in para 3.1 above may not be considered. Tender delivered or sent otherwise will be at the risk of the tenderers.
- 3.3 The rates should be quoted in figures as well as in words. If there is variation between the rates quoted in figures and words, the rate quoted in "Words" shall be taken as correct. If more than one of improper rates are tendered for the same item, the tender is liable to be rejected.
- 3.4 Each page of the tender papers is to be signed and dated by the tenderers or such persons(s) on his/their behalf who is/are legally authorized to sign for him/them.

4 FINANCE OF THE CONTRACT

The contract shall be financed from the own resources of RDSO/Lucknow.

Tender Form No.:-

Date of Sale

Signature Asst. Personnel Officer/Admn.
R.D.S.O, Manak Nagar, Lucknow – 226 011

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With date

5 **VALIDITY OF TENDER**

Tenderer shall keep his offer open for a minimum period of ninety (90) days from the date of opening of the tender.

6 **EARNEST MONEY**

The earnest money should be in any of the following forms in f/o Executive Director (Finance), R.D.S.O. Lucknow. (The earnest money will be 2% of estimated cost of Tender value.);-

- 6.1 Deposit receipts ,pay orders, demand drafts. These forms of earnest money could be either of the State Bank of India or of the any of the nationalized banks. No confirmatory advice from the Reserve Bank of India will be necessary.
- 6.2 Deposit receipts executed by the scheduled banks (other than the State Bank of India and the nationalized banks) approved by the Reserve Bank of India for this purpose. RDSO/Lucknow will not however, accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India.

7 **SECURITY DEPOSIT ON ACCEPTANCE OF TENDER**

The Security Deposit/ rate of recovery/mode of recovery shall be as under:-

(It will be 5% of total value of contract agreement, and will be recovered from the running bills @10%. EMD deposited by successful bidder which is 2% of advertized value may be converted into security deposit and balance will be recovered @10% of the running bills.)

- a) Security Deposit for each work should be 5% of the contract value.
- b) The rate of recovery should be at the rate of 10%of the bill amount till the full security Deposit is recovered.
- c) Security Deposits 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 BG,FD etc. shall be accepted towards security Deposit.
- d) Security Deposit shall be returned to the contractor after the physical completion of the work satisfactory as certified by the competent authority.
- e) The successful bidder should give a performance guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value in favour of ED/Finance, RDSO Lucknow, Payable at Lucknow. The performance guarantee shall be refunded without interest on successful completion of work.
The **EMD/ SD and Performance Guarantee** shall be forfeited in case of termination of the contract due to default of the contractor or unsatisfactory performance of the contract during the period.
- f) The Contractor shall have to submit a performance guarantee within 30 days from the date of issue of LOA. Beyond 30 days i.e. from 31st day after the date of issue of LOA penal interest of 15% per annum shall be charged.
- g) In case the contractor fails to submit the requisite performance guarantee 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 the contract.
- h) 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 expiry of the maintenance period. The agreement should normally be signed within 15 days.

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R.D.S.O, Manak Nagar, Lucknow – 226 011

Signature of Tenderer
With date

- i) Performance guarantee shall be released after satisfactory completion of the work.
- j) Wherever the contracts are rescinded, the security Deposit should be forfeited and the performance guarantee shall be encashed and the balance work should be got done separately.

8. **VARIATION CLAUSE**

In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions :

- (a) Operation of an item by more more than 125% of the agreement quantity needs the approval of an officer of the rank not less than SA Grade:
 - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
- (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO/FA&CAO(C) and approval of General Manager.

9. **ILLEGAL GRATIFICATION**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf the contractor or his partner, agent or servant or anyone on his or on their behalf to any officer or employee of the Railway or to any person on his or their behalf in relation to the obtaining or the execution of this contract or any other contract with the RDSO shall in addition to any criminal liability which he may incur subject the contractor to the payment of any loss or damage resulting from such rescission and the RDSO shall be entitled to deduct the amounts so payable from any moneys due to the contractor under the contract or any other contract with the RDSO. The contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of RDSO and if he shall do so the RDSO shall be entitled to forthwith to rescind the contract. Any question or dispute as to the submission of any offence or compensation payable to the RDSO under this clause shall be settled by the Director General of the RDSO in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

10 **FORCE MAJEURE CLAUSE**

10.1 The term 'Force Majeure' means any Act of God and any event, whether accidental or not, beyond the will and control of the Party affected by such event (but not necessarily predictable) such as war, whether declared or not, riot, insurrection, civil commotion sabotage, strikes, lock out, or other disturbances, accidents, fire, earthquake, flood, explosion, damage to plant or installations, epidemic, quarantine restrictions, absence of the usual means of transport and embargoes, the occurrence of which event could not have reasonably be foreseen or provided for by a man of common prudence exercising due diligence together with the steps taken by it to avoid or minimize the adverse effect of such Force Majeure event, as also the cessation of such event.

10.2 In the event that any of the parties hereto finds itself unable, by reason of a case of 'Force Majeure' to carry out its obligations hereunder in whole or in part, the obligations of such Party to the extent that they are affected by such 'Force Majeure' shall be suspended as long as impossibility so caused shall last but not thereafter. The adverse situation created by such 'Force Majeure' shall be remedied as far as possible, with responsible dispatch.

Tender Form No.:-

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Signature of Tenderer
With date

- 10.3 The Party affected by 'Force Majeure' shall give notice thereof to the other Party setting forth all necessary particulars concerning the giving of the said notice, the obligations of the Party giving such notice shall be suspended as said above and the Parties shall consult together with a view to determining mutually acceptable measures to overcome the difficulties arising therefrom.

11 **PAYMENT TERMS**

Payment shall be made on monthly basis on the submission of the bills to the concerned directorates of R.D.S.O. Lucknow, as per terms and condition laid down in the tender documents.(Item no. 4a) And rates on the basis of certificates of the concerned users.

- 11.1 The bills will be verified & forwarded to accounts for payments deduction of penalties and taxes in vogue from the bills if any. The tenderer shall mention including name of the work and reference of agreement in the bills as well as name of the bank, branch, A/c No., Bank code no. & PAN no., bank details i.e. CBS A/c No., MICR code, IFSC code etc. for payment purpose on the bills. The contractor who has signed the contract agreement, should sign the bills.

12 **OTHER CONDITIONS:**

- 12.1 It shall not be obligatory on the accepting authority i.e. Executive Director Admn. II /RDSO/Lucknow to accept the lowest offer and also he/she shall always be at liberty to reject or accept any offer or offers at his/her sole discretion and any such action will not be called into question and no tenderer shall have any claim in that regard against the Indian Railways.
- 12.2 If the tenderer deliberately gives wrong information in his offer, the Executive Director Admn. II /RDSO/Lucknow reserves the right to reject such tender at any stage.
- 12.3 The tenderer shall be required to produce original documents testifying to the declarations/claims regarding technical or financial profile of the tenderer in his offer, if and when desired by the Executive Director Admn. II /RDSO/Lucknow.
- 12.4 Non-compliance with any of the conditions set forth in the tender documents, herein, is liable to result in the tender bid being rejected.
- 12.5 In the event of the case required to be given for arbitration, the choice of Arbitrator shall be decided upon by Executive Director Admn-II/RDSO. The Arbitrator shall be a railway official of appropriate rank.
- 12.6 The RDSO administration reserves the right to terminate the contract at any stage, for whatsoever the reason, which it may think fit by giving written notice. The notice period is as applicable in General Condition of Contract.
- 12.7 **Terms & conditions which have not been mentioned in tender document and are applicable for execution of work will be covered under GCC with latest amendment.**

13 **STATEMENT OF DEVIATIONS**

The tenderer shall indicate his compliance or otherwise against each clause and sub-clause of the terms & conditions listed in the "General Instructions to Tenderers" and "Special Terms and Conditions for hiring of Vehicles mentioned in Tender Notice to the (RDSO) Ministry of Railways on Monthly Rate basis. In case of deviations, the tenderer shall, for this purpose, enclose a separate statement of deviations with detailed reasons.

Tender Form No.:-

Date of Sale

Signature of Astt. Personnel Officer/Admn.
R.D.S.O, Manak Nagar, Lucknow – 226 011

Signature of Tenderer
With date .

Annexure No. I

DETAILS OF THE DRIVERS WORKING UNDER TENDERER

Tender Notice No. T/MTR/Hiring of Taxi/Dtes/2014-15 (Pt.I)

Dt. 05.06.2014

S.No.	NAME	FULL ADDRESS	Age	Experience	Driving license No.	Validity upto	Condition of health
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							

Note: Self-attested photocopies of the driving license of each Driver should be attached.

Tender Form No.:-

Date of Sale

Signature of Astd. Personnel Officer/Admn.
R.D.S.O, Manak Nagar, Lucknow – 226 011

Signature of Tenderer
With date .

Annexure No. II

Tender Notice No. T/MTR/Hiring of Taxi/Dtes/2014-15 (Pt.I)Dt. 05.06.2014

DETAILS OF OWNERSHIP & LEASED VEHICLE TO BE SUPPLIED BY THE TENDERER

S. No.	Registration No of Vehicle	Type of vehicle	Category		Date of validity of the R.C.	Date of validity of the Pollution Control Certificate	Nature of Insurance coverage & date of validity	Year of manufacturing as embossed on engine/chassis	Condition of the vehicle including total Kms. run.
			AC	Non-AC					
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									

Note : Self attested with stamped of the firm photocopies of the registration certificate, Insurance cover and the pollution control certificate of each vehicle should be attached. Vehicles along with the original documents will have to be produced for inspection before tender committee and must be, again at the time of signing of contract. These vehicle are to be supplied if tender accepted. In case of, repair this may be changed for the period of repair of the vehicle.

Tender Form No.:-
Date of Sale

Signature of Astt. Personnel Officer/Admn.
R.D.S.O, Manak Nagar, Lucknow – 226 011

Signature of Tenderer
With date

Annexure No. III

Reference Tender Notice No.- T/MTR/Hiring of Taxi/Dtes/2014-15(Pt.I) Dt. 05.06.2014
DETAILS OF LOCATION OF GARAGE OF THE TENDERER

SN	Drivers Name	Vehicle No	Garage Address
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Tender Form No.:-
Date of Sale

Signature of Astd. Personnel Officer/Admn.
R.D.S.O, Manak Nagar, Lucknow – 226 011

Signature of Tenderer
With date