

**RAILWAY CLAIMS TRIBUNAL
KOLKATA BENCH**

**General Conditions of Tender, General Conditions
Of Contract, Special Conditions of Contract
& Instructions to Tenderer
TENDER NO.RCT/KOL/Members' Car/2018-19**

Issued by

**ADDITIONAL REGISTRAR
RAILWAY CLAIMS TRIBUNAL
2, ESPLANADE EAST
KOLKATA-700069**

November – 2018

Cost of the Tender documents – Rs.3000/-

RAILWAY CLAIMS TRIBUNAL

2, Esplanade East, (EPM)

Kolkata-700069

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TENDER NOTICE NO.RCT/KOL/Addl. HC/65 Reqn. 2018-19.

TENDER NO.RCT/KOL/Members' Car/2018-19

Note : Interested bidder should write their name & address in the space provided above

Name of the work : **Hiring of AC cars viz. Honda City, Maruti Suzuki Ciaz, Toyota Corolla and other same segments of Kolkata based cars for the use of Hon'ble Vice-Chairman & Hon'ble Member of RCT/Kolkata for total two cars on monthly basis for 24(twenty four) months along with driver.**

Authority : Price of the tender document paid for the above tender vide D.D. No.

Dated

- ✓ That the tender document is hereby being issued at your request and on deposition of the requisite cost of the tender document as per aforesaid details. The tender document is being issued with further condition that you agree to abide by the conditions laid down hereinafter in the tender document before submitting your tender.
- ✓ Please note that if any change/addition/deletion with malafied intension or otherwise is made by the bidder the tender is liable for summarily rejection. Further if the same is detected at any stage even after award of the tender, all necessary action including banning of business would be taken.
- ✓ The RCT/Kolkata before the due date of opening may of its own or in response to any clarification requested or suggested by any person including that of the Tenderer may modify the tender document at its sole discretion.
- ✓ The tender document includes many pages as enclosed which are integral parts of the tender documents.

ADR/RCT/Kolkata

Tender/s

RAILWAY CLAIMS TRIBUNAL
TENDER NOTICE
Notice No.RCT/KOL/Addl.HC/65 Reqn.2018-19

TENDER NOTICE

- 1.0 Sealed Tenders are invited for & on behalf of President of India from competent and experienced contractors for execution of the under mentioned work on the following sections :

Sl. No.	Section/Station Rout Length (Approx)	Date of commencement of Sale of Tender Document	Closing date of sale of Tender Document	Last Date & time of the receipt of the Tender	Date & time of the opening of the Tender	Completion period
1	2	3	4	5	6	7
	Jurisdiction of Addl. Registrar, RCT/Kolkata	26.11.2018	12.12.2018	13.12.2018 At 15.00 Hrs	13.12.2018 At 15.30 Hrs	24 months
i) Approximate cost of work Rs.27,16,128/- (Rupees twenty seven lac sixteen thousand one hundred twenty eight only for 2 Nos. AC Cars)						
ii) Earnest Money Rs.54,323/- (Rupees fifty four thousand three hundred twenty three) only to be deposited through Demand Draft drawn on any nationalised bank <u>in favour of Addl. Registrar, Railway Claims Tribunal, Kolkata payable at Kolkata.</u>						
iii) Validity of offer and earnest money should be 180 days from the date of opening of Tender.						

- 1.1 Non-transferable tender documents can be purchased from the office of the Railway Claims Tribunal, 2, Esplanade East, Kolkata-69 on payment of the non-refundable amount of Rs.3,000/- (Rupees three thousand) only per copy to be deposited through Demand Draft drawn on any nationalised bank **in favour of Addl. Registrar, Railway Claims Tribunal, Kolkata payable at Kolkata** quoting the details of the above Tender. **Tender booklet may also be downloaded from the website of RCT www.claims.indianrail.gov.in./rct and cost of the Tender booklet i.e. Rs.3,000/- shall be paid through Demand Draft drawn on any nationalised bank in favour of Addl. Registrar, Railway Claims Tribunal, Kolkata payable at Kolkata at the time of submission of Tender. If the tender is not accompanied with cost of tender documents, the tender will be summarily rejected.**
- 2.0 **Brief scope of work : Hiring of 2 (two) Nos. AC cars having model of Honda City, Maruti Suzuki Ciaz, Toyota Corolla or same segments of KOLKATA BASED CARS of MAXIMUM 1 YEAR'S OLD BY ADDL. REGISTRAR, RCT/ KOLKATA.**
- 3.0 Qualifying Criteria and mode of submission of Tenders
- 3.1 The vehicle should be in good condition and maximum 1 year's old.

ADR/RCT/Kolkata

Tender/s

- 3.2 The Tenderer should be well experienced regarding the norms and rules for hiring of vehicle as mentioned in the Tender Document.
- 4.0 The Tenderer must submit Earnest Money with the offer without which the Tender shall be summarily rejected. The required Earnest Money should be deposited through Demand Draft drawn on any nationalised bank **in favour of Addl. Registrar, Railway Claims Tribunal, Kolkata payable at Kolkata.**
- 5.0 Non-receipt or delayed receipts of Tenders due to any account shall be at Tenderer's risk.
- 6.0 In case the date of opening mentioned above is declared holiday, or any account the said date shall automatically be substituted by next working day.
- 7.0 **The contractor must submit PAN, Bank Account Number, Type of Account with full address and the bank specific Code Number, Branch Telephone Number & Fax Number, MICR Code of Bank along with the offer. IFSC of the bank.**
- 8.0 The tender submitted without earnest money or defective instrument will result in rejection of the application.
- 9.0 The authority reserves the right to cancel the tender at any stage of finalization without assigning any reason.

**Addl. Registrar
Railway Claims Tribunal
Kolkata**

The following documents should be submitted along with the Tender :

- a) List of Personnel, Organization available on hand and proposed to be engaged for the subject work.
- b) List of contract of supplying vehicles successfully completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work, Date of actual start, actual completion and final value of contract should also be given.
- c) List of works on hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award.

Note : 1) In case of item (c), supportive documents/ certificates from the organizations with whom they worked / are working should be enclosed.

2) Certificates from private individuals for whom such works are executed / being executed should not be accepted.

TENDER DOCUMENT

GENERAL CONDITIONS OF TENDER :

1. **OFFICIAL TENDER FORM :**

- 1.1 Railway Claims Tribunal, Kolkata on behalf of President of India, invites quotations from established, experienced and reliable contractor who had adequate experience for this type of work.
- 1.2 Tender Documents can be obtained from the office of Railway Claims Tribunal, 2, Esplanade East, Kolkata after depositing Rs.3,000/- (By way of Demand Draft drawn on any nationalized Bank payable at Kolkata) with the Addl. Registrar, Railway Claims Tribunal, 2, Esplanade East, Kolkata on any working day from 11.00 Hrs. to 16.00 Hrs. up to the previous day of the last date of submission of tender i.e.12.12.2018.
- 1.3 The Tenderer must submit his Tender in time within the last date of submission of the Tender to the Addl. Registrar, Railway Claims Tribunal, 2, Esplanade East, Kolkata-69 filling in the proforma given in Form of Schedule/s attached hereto duly signed at every page and having filled in the schedule/s in ink, starting therein all the rates, quantities, prices, taxes and duties of the tender (both in figures and words), given all information and particulars asked for.

The Tenderer shall submit in the same envelope of his Tender a short and concise explanatory memorandum pertaining to his Tender, if required, but such memorandum or any letter accompanying the Tender submitted by him shall form part of tender. He may also enclose a descriptive matter for consideration.

2.0 **SCHEDULE/SCHEDULES :**

- 2.1 The bidder should give unit rates for each vehicle in Schedule 'A'. Any incompleteness in the offer will disqualify the bidder from consideration per remarks given in the Schedule 'A' and any incompleteness in the offer will disqualify the bidder from consideration.

2.2 **REBATE :**

- 2.2.1 If any tenderer wishes to give any rebate on the rates quoted by him, the same shall be quoted by him in schedule 'B' of these documents. It is to be noted that such rebate, if offered, shall apply in all the rates quoted by him for all the items of works in the Schedule 'A' of this Tender Documents. Such a rebate shall be totally unconditional.
- 2.2.2 In case a tenderer does not wish to give any rebate, he should write NIL in the Schedule 'B'. In case nothing has been quoted by the tenderer in the Schedule 'B' and the space is left blank, it will be treated as 'NIL' and shall be so recorded (in the Schedule 'B') at the time of opening of the tender.

2.2.3 If any tenderer gives any other type of rebate, conditional or otherwise, such rebate shall not be considered for evaluation of the tender, although the Railway Claims Tribunal, Kolkata may avail of the same in case the tender is awarded to such a tenderer.

2.0 **EARNEST MONEY :**

2.1 The Tenderer should furnish offer along with the Earnest Money to be deposited through Demand Draft drawn on any nationalised bank **in favour of Addl. Registrar, Railway Claims Tribunal, Kolkata payable at Kolkata.**

No cheque/Money Order is acceptable as Earnest Money.

2.2 The tenderer shall be required to deposit Earnest Money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Earnest Money shall be 2 (two) % of the estimated tender value as indicated in the tender notice. The Earnest Money shall be applicable for all mode of tenders.

2.3 The Earnest Money furnished in accordance with Sub Clause 3.1 shall be forfeited by the authority of the Railway Claims Tribunal, Kolkata if the tenderer unilaterally withdraws or amends to or impairs/derogates from the Tender in any respect within the period of validity of his offer to be counted from the time of opening of the tender.

2.4 The Earnest Money will be refunded to the unsuccessful tenderer after finalisation/cancellation or expiry of offer validity. No interest will be paid on the Earnest Money.

2.5 The Earnest Money deposit of the successful tenderer will be retained as Security Deposit till the fulfilment of the Contract.

2.6 It shall be understood that the Tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his Tender he will not recede from his offer or modify the terms and conditions thereof in a manner not acceptable to the authority. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited by the Railway Claims Tribunal, Kolkata.

2.7 If his Tender is accepted this Earnest Money mentioned in Sub Clause 3.1 will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the General Conditions of Contract. The Earnest Money of other tenderers, shall save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

- 2.8 The contractor will be responsible for engaging a qualified driver in uniform with good knowledge of traffic rules and he should be free from any criminal offence and diseases.
- 2.9 The contractor will be held responsible for any unlawful activity of the driver.
- 2.10 The contractor shall be responsible to arrange similar vehicle during the case of break down of the scheduled vehicle
- 2.11 All taxes and penalties imposed by civil authority will be borne by the contractor.
- 2.12 If the contractor fails to provide the vehicle on any day during currency of the contract double the agreed rate of hiring will be recovered from the running bill of the contractor.

3.0 SUBMISSION OF RECEIPT OF EARNEST MONEY/SECURITY DEPOSIT :

- 3.1 The tenderer shall attach official receipt for having deposited the Earnest Money as above, failing which the Tender will not be considered.
- 3.2 In case the Earnest Money is deposited in the form of Deposits Receipts, the validity of the Guarantee Bond should at least cover a period up to which the Tender offer is valid.

4.0 CONSTITUTION OF FIRM SIGNING OF TENDER AND ADDRESS :

- 4.1 The Tenderer shall clearly specify whether the Tender is submitted on his own behalf or on behalf of a consortium/Partnership firm. If the Tender is submitted on behalf of a consortium/Partnership concern, he should submit a certified copy of the consortium/Partnership agreement with the Tender as well as an authorisation to sign the Tender documents on behalf of the consortium/partner concern.

If these documents are not enclosed along with the tender document, the tender will be treated as having been submitted by an individual signing the Tender documents and the Railway Claims Tribunal, Kolkata will not be bound by an power of attorney granted by the tenderer by changes in the composition of the consortium/firm made subsequent to submission of the Tender. It may, however, recognize such a power of attorney and changes after obtaining appropriate legal advice, the cost of which will be chargeable to the Tenderer.

5.0 ADVICE OF CANCELLATION OF DOCUMENTS BY TENDERER :

- 5.1 The cancellation of any document such as Power of Attorney/Partnership Deed etc. should be forthwith communicated by the contractor to the Railway Claims Tribunal Administration in writing failing which the Railway Administration shall have no responsibility or liability for an action taken on the strength of the said document.
- 5.2 Any individual/s signing the Tender or other documents connected therewith should specify whether he is signing :-
- a) As sole proprietor of the concern or his attorney
 - b) As a partner or partners of the firm
 - c) For the firm per procure, or
 - d) As a Director, Manager or Secretary in the case of a Limited Company.
- 5.3 In the case of a firm not registered under the Indian Partnership Act, all the partners, or the attorney duly authorized by all of them should sign the Tender and all other connected documents.
- 5.4 The original documents empowering the individual or individuals to sign should be furnished for verification, if required.
- 5.5 The tenderer whose Tender is accepted shall be required to appear before Railway Claims Tribunal, Kolkata to execute the Contract Agreement as stipulated in the Special Conditions of the Contract. In case of a Firm or Corporation or consortium, an authorized representative can appear along with power of attorney, for this purpose.
- 5.6 In the event of any tenderer whose Tender either in part or in full is accepted refuses to execute the Contract documents, the Railway Claims Tribunal may determine that such tenderer has abandoned the Contract and thereupon his Tender and the acceptance thereof shall be treated as null and void and the Railway Claims Tribunal shall be entitled to forfeit the Earnest Money as liquidated damages for such default without prejudice to any other right or remedies open to the Railway Claims Tribunal, Kolkata.
- 5.7 The tenderer shall state in the Tender his postal address fully and clearly. Any communication sent to the tenderer by post (Regd.AD) at his said address, shall be deemed to have reached him timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time because of any inaccuracy or defect in the said address.

d) THE RAILWAY CLAIMS TRIBUNAL, KOLKATA NOT BOUND TO ACCEPT ANY TENDER :

The Railway Claims Tribunal, Kolkata shall not be bound to accept the lowest or any Tender or to assign any reason for non-acceptance or rejection of a Tender. No Tender shall be deemed to have been accepted unless such acceptance shall have been notified in writing to the successful Tenderer by the Railway Claims Tribunal, Kolkata. The Railway Claims Tribunal, Kolkata reserves the right to accept any tender in respect of the whole or any portion of the work specified in the Tender or to divide or reduce the work or to accept any Tender for less than the tendered quantity without assigning any reason whatsoever.

e) SECURITY DEPOSIT :

6.0 The Earnest Money deposited by the Contractor with his Tender will be retained by the Railway Claims Tribunal, Kolkata as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the Contractor in Demand Draft or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the Railway Claims Tribunal, Kolkata may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

6.1 Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under :-

- 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 SD such as SD in the form of Instruments like BG, FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the expiry of contract upon certification by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than J.A. Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the car vendor has supplied cars to the users

successfully and there is no complaint against that car vendor by the users and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railway Claims Tribunal, Kolkata against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

- 6.2 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the contract, but Government Securities deposited in form of Clause 10.0 will be payable with interest accrued thereon.
- 6.3 In case if the Extension of the validity of Security Deposit is not received at least 1 month in advance of the date of expiry the necessary amount of Security Deposit will be recovered from their "On Account Bills" before payment of the Security Deposit.

6.4 EXTENSION OF SECURITY DEPOSIT :

- 6.4.1** The tenderer should take necessary action for extension of validity of the Fixed Deposit receipt towards Security Deposit one month before the expiry of same and submit the extension of the validity of the Fixed Deposit receipts to the administration for keeping in their custody during the currency of the contract.

7.0 TENDER & AGREEMENT :

- 7.1 The Tender shall remain open for acceptance by the Railway Claims Tribunal, Kolkata for the period specified in the Tender from the date on which Tenders are opened and during which period the Tenders shall not withdraw offer, nor amend, impair or derogate therefrom. Every Tender shall be deemed to have agreed as aforesaid in consideration of his Tender being considered by the Railway Claims Tribunal, Kolkata. If the tenderer is notified in writing at his address given in tender, within the said period that his tender whether in whole or in part has been accepted by the Railway, he shall be bound by the terms of agreement constituted by his tender in respect of any part of the work specified in the tender document.

8.0 DETAILS CONFIDENTIAL :

- 8.1 The tenderer (whether his tender be accepted or not) shall treat the contents of the tender paper as private and confidential.

9.0 CANVASSING AND BRIBERY :

10.0 No tenderer shall canvass to any Government official or Railway's Official with respect to his or any other tender. Contravention of this condition will involve rejection of the Tender. This clause shall not be deemed to prevent the tenderer from supplying the Railway any information asked for from him.

10.1 Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant or any one on his or their behalf, to any officer, servant, representative or agent of the railway or to any person on his or their behalf, in relation to obtaining or to execution of this or any other contract with the Railway Claims Tribunal, Kolkata shall in addition to the criminal liability he/they may incur under Prevention of Corruption Act, 1908, subject the contractor to cancellation of this and other contracts, and also to payment of any loss resulting from any such cancellation, and the Railway Claims Tribunal, Kolkata shall be entitled to deduct the amount so payable, from money and Railway Claims Tribunal, Kolkata's decision shall be final and conclusive in the matter.

11.0 EXECUTION OF CONTRACT AGREEMENT :

11.1 Any tenderer whose Tender the Railway Claims Tribunal, Kolkata considers to accept, shall after having been advised by the Railway Claims Tribunal through Letter of Acceptance, be bound to execute an agreement based on accepted rates and conditions in such form as the Railway Claims Tribunal may prescribe and lodge the same with Railway Claims Tribunal, Kolkata together with the conditions of contract, specification and schedules referred to herein duly completed within the period as specified in the Letter of Acceptance.

11.2 Failure on the part of the tenderer to execute the agreement within the time as stated herein before will constitute breach of contract and the contractor's Earnest Money/Security Deposit shall be liable to forfeiture.

12.0 The Procedure for obtaining Performance Guarantee is outlined below :-

- (a) The successful bidder may give a Performance Guarantee amounting to 5% of the contract value in any of the following forms :
 - (i) Irrevocable Bank Guarantee.
 - (ii) Government Securities including State Loan Bonds at 5 percent below the market value.
 - (iii) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of performance Guarantee could be either of the State Bank of India or any of the Nationalised Banks.
 - (iv) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks.
 - (v) A Deposit in the Post Office Savings Bank.
 - (vi) A Deposit in the National Savings Certificates.

- (vii) Twelve years National Defence Certificates.
- (viii) Ten years Defence Deposits.
- (ix) National Defence Bonds and
- (x) Unit Trust Certificates at 5 per cent below market value or at the face value whichever is less.

Also FDR in favour of Addl. Registrar, Railway Claims Tribunal, Kolkata may be accepted.

- (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 be valid up to expiry of the maintenance period. The agreement should normally be signed within 15(fifteen) days after the 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. The procedure for releasing should be same as for Security Deposit.
- (d) 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.
- (e) The balance work shall be got done independently without risk and cost of the original contractor.
- (f) The original 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 should be debarred from participating in the Tender for the balance work either in his/ her individual capacity or as a partner of any other JV/partnership firm.
- (g) The performance guarantee should be released after expiry of contract period. Performance Guarantee should be submitted by Contractor in the enclosed pro-forma which should be vetted by AO/RCT/Kolkata.

13.0 RECOVERY OF INCOME TAX :

- 13.1 Income Tax @ 2% (two per cent) or as applicable on date or levied subsequently by the Government during the currency of the contract on the gross amount payable to the Contractor will be recovered from all bill in terms of Section 194(c) of the Income Tax Act 1961 as introduced with Finance Act, 1972 unless the exemption certificate issued by the Income Tax

Department is produced during the currency of the contract. A surcharge @ 15% (fifteen per cent) or as applicable on date or levied subsequently by the Government during the currency of the contract on the amount of income tax so deducted will also be recovered from the contractors bill.

14.0 DETERMINATION OF CONTRACT :

14.1 RIGHT TO RAILWAY TO DETERMINE CONTRACT :

During the execution of the work the Railway Claims Tribunal, Kolkata shall be entitled to determine and terminate the contract at any time, in the Railway Claims Tribunal, Kolkata's opinion, the cessation of work become necessary owing to paucity of funds, Govt. decision or from any other cause and the work done up to date by the contractor will be paid for in full at the rates specified by the contract. There shall be no impediment for cancellation of contract by the RCT Authority without assigning any reason therefore at any point of time, as it will be deemed fit by the RCT/Kolkata Authority.

14.2 All terms and conditions of GCC-2018 will be applied in dealing with this tender.

14.3 All aspects, terms & conditions or everything of this tender will be under the discretion of RCT/Kolkata authority only and action will be taken, as will be considered convenient for RCT/Kolkata. The terms & conditions may be inserted or deleted at any point of time even after the issue of LOA and acceptance of letter of intent.

14.4 PAYMENT ON DETERMINATION OF CONTRACT :

Should the contract be determined under Sub-Clause 14.1 of this clause and the contractor claims payment for expenditure incurred by him in the expectation the whole of the work, the Railway Claims Tribunal, Kolkata shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Official. The Railway Claims Tribunal/Kolkata's decision on necessity and property of such expenditure shall be final and conclusive. RCT/Kolkata will ex parte decide monthly/quarterly or yearly payment to be released to the contractor on the basis of actual use of car, without any ambiguity during the contract period in between the car vendor and the RCT/Kolkata Authority.

15.0 REFUND OF DEPOSITS :

15.1 The security deposit unless forfeited in whole or in part according to terms and conditions, will be refunded after completion of contract period to the effect that the contract has been satisfactorily completed in all respect and receipts of 'No Claim' certificate from the contractor duly countersigned by the Official.

16.0 RESCINDING OF CONTRACT :

16.1 While rescinding the contract as envisaged in Clause 17(4) of the General Conditions of the contract, 1969 for Engineering Department with up to date modifications, the Railway Claims Tribunal, Kolkata shall, besides forfeiting the Security Deposit, be entitled to make further recoveries from the contractor as envisaged in Clause 62 of the General Conditions of the Contract, 1969 of Engineering Department with up to date modifications.

17.0 FORFEITURE OF SECURITY DEPOSIT :

17.1 The Security Deposit, however, be liable to be forfeited wholly or in part in the case of any breach by the contractor of any of the conditions of the contract or for non-completion of full contract, without prejudice to the other rights and remedies of the Railway Claims Tribunal, Kolkata whether specifically provided or hereinafter or otherwise.

18.0 INDEMNITY :

18.1 The contractor shall indemnify and save harmless the Railway Claims Tribunal, Kolkata from and against all actions suits, proceedings, losses, costs, damages, charges claims and demands of every nature and description brought or recovered against the Railway Claims Tribunal by reason of an act of omission of the contractor, his agent or employees, in execution of the works in the guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Railway Claims Tribunal, Kolkata without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

19.0 VARIATION IN QUANTITIES :

- 19.1 (a) The payment shall be made at the accepted rates for the quantity executed of the total value of executed work is up to 25% above the agreed value.
- (b) In case Railway Claims Tribunal, Kolkata decides to get done the additional value of work beyond 25% above the agreed value under this contract, the following rates will be applicable.
- (i) The rate will be reduced by 2 % for the overall value of the executed works beyond 25% above the agreed value when the total value of the executed work is up to 40% above the agreed value.
 - (ii) The rate will be further reduced by 2% (i.e. total 4%) for the overall value of executed works beyond 40% above the agreed value when the total value of the executed work in up to 50% above the agreed value.

- (iii) Fresh negotiated rates shall be applicable for the value of the executed work beyond 50% above the agreed value.

- (c) However, Railway Claims Tribunal, Kolkata reserves the right to execute value of work over agreed value in best and most economical manner as may consider fit, by other agency.

- (d) No claim whatsoever will be entertained in this matter and decision of Railway Claims Tribunal, Kolkata under Clause.

22.1 (b) (i, ii, iii) will be binding to the tenderer.

NAME OF THE WORK :- Hiring of two AC cars having model of Honda City or Maruti Suzuki Ciaz or Toyota Corolla or same segments of Kolkata based cars for the use of Hon'ble Vice-Chairman & Hon'ble Member of RCT/Kolkata under Addl. Registrar, Railway Claims Tribunal, Kolkata.

SCHEDULE – A

Sl. No	Description	Monthly rate per Car in figure	Monthly rate per Car in word	Total monthly rate for 4 AC Cars in figure & word	Rate per Km. per Car in figure (Running Expenses)	Rate per Km. per Car in word (Running Expenses)	Total rate per Km. for 4 AC Cars in figure and word
1.	SUPPLY OF two AC cars having model of Honda City or Maruti Suzuki Ciaz or Toyota Corolla or same segments of Kolkata based cars for the use of Hon'ble Vice-Chairman & Hon'ble Member of RCT/Kolkata INCLUSIVE OF ALL TAXES [SEE SPECIAL TERMS & CONDITIONS OF THE CONTRACT]						
2.	<p>RUNNING EXPENSES PER KILOMETER OF USAGE OF VEHICLES OF ANY TYPE OF ROAD AS DIRECTED BY USERS INCLUSIVE OF ALL TAXES [SEE SPECIAL TERMS & CONDITIONS OF THE CONTRACT]</p> <p>SPECIAL NOTE : DESCRIPTION OF VEHICLE TO BE SUBMITTED ALONG WITH THE FOLLOWING : 1) MAKE 2) REGISTRATION NO. 3) YEAR OF MANUFACTURE 4) DRIVERS' NAMES AND LICENCE NOS. 5) COPY OF ROAD TAX CLEARANCE TOKEN 6) FITNESS CERTIFICATE 7) REFERENCE OF BLUE BOOK, 8) Certificate from Pollution Control Board and Insurance</p> <p>GENERAL NOTE : 1) NO MATERIAL WHATSOEVER INCLUDING POL AND OTHER CONSUMABLE SHALL BE SUPPLIED BY THE RAILWAY. 2) THE RATES ARE INCLUSIVE OF SALARY AND OTHER BENEFIT ADMISSIBLE TO THE DRIVERS, FUEL, LUBRICANT AND OTHER POL AS AND WHEN REQUIRED FOR RUNNING OR DURING VEHICLES REPAIR, MAINTENANCE ETC. 3) THE RATES OF HIRING ARE INCLUSIVE OF ROAD TAX, TOLL TAX, GOVT. LEVIES AND OTHER LEVIES AND CHARGES FOR INSPECTION CERTIFICATES AS PER STATUTORY REQUIREMENTS FROM TIME TO TIME. 4) RUNNING EXPENSES PER KM. WILL BE MEASURED FROM THE STARTING POINT TO END POINT</p>						

Witness :-

1.

2.

ADR/RCT/Kolkata

Tender/s

SCHEDULE – B
(REBATE)

TENDER NO.RCT/KOL/Members' Car/2018-19

Name of Work : Four AC cars having model of Honda City, Maruti Suzuki Ciaz, Toyota Corolla or same segments of Kolkata based cars for the use of Hon'ble Vice-Chairman & Hon'ble Member of RCT/Kolkata for two years.

I/We offer general rebate of

% (in figure)

(in words) as a lump sum rebate on items of

schedule.

NOTES (1) If any tenderer wishes to give any rebate on the rates on quoted by him, the same can be filled by him in this Schedule.

(2) It is to be noted that such rebate if offered, shall apply on the rates quoted for all the items in all the other schedule of the tender documents. Such a rebate shall be totally unconditional.

(3) In case a tenderer does not wish to give any rebate, he should write NIL in this Schedule. In case nothing has been filled in by the tenderer in this schedule, it will be treated as 'NIL' and shall be so recorded in the blanks above at the time of opening of the tender by the officials opening of the tenders.

(4) If any tenderer gives any type of conditional rebate, such rebate shall not be considered for evaluation of the tender.

Witness :-

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Tender/s

NAME OF THE WORK :-

Four AC cars having model of Honda City, Maruti Suzuki Ciaz, Toyota Corolla or same segments of Kolkata based cars for the use of Hon'ble Vice-Chairman & Hon'ble Member of RCT/Kolkata under Addl. Registrar, Railway Claims Tribunal, Kolkata.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. THE RATES INCLUDE ALL MAJOR/MINOR REPAIRS, SERVICING OF VEHICLE, COST OF LUBRICANTS AND ALL OTHER CONSUMABLES REQUIRED FROM TIME TO TIME, DRIVERS' SALARY AND ALLOWANCE, ALL TAXES, DUTIES INCIDENTAL CHARGES, PENALTIES ETC. AS IMPOSED BY CENTRAL/STATE/LOCAL GOVT. BODIES FOR RUNNING OF VEHICLES. STATUTORY RECOVERY ON ACCOUNT OF INCOME TAX AS APPLICABLE SHALL ALSO BE MADE FROM RUNNING ACCOUNT BILLS.
2. IF THE VEHICLE IS OUT OF ORDER AN ALTERNATIVE VEHICLE IN GOOD SHAPE WILL BE TEMPORARILY MADE AVAILABLE TO THE RAILWAY CLAIMS TRIBUNAL, KOLKATA, FAILING WHICH VEHICLE WILL BE HIRED FROM OPEN MARKET AND ACTUAL PAYMENT MADE FOR IT ALONG WITH PENALTY OF RS.1000/- WILL BE RECOVERED FROM THE DUES PAYABLE TO THE CONTRACTOR IN ADDITION TO NON PAYMENT OF HIRING CHARGES FOR THE PERIOD OF BREAK DOWN.
3. IN CASE OF REQUISITION OF THE VEHICLE BY THE STATE GOVT. OR OTHER AUTHORITIES WHEN THE VEHICLE IS ON RAILWAY CLAIMS TRIBUNAL, KOLKATA 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 CASE THE CONTRACTOR SHALL MAKE STOP GAP ARRANGEMENTS BY PROVIDING ANOTHER VEHICLE IMMEDIATELY TO THE RAILWAY CLAIMS TRIBUNAL, KOLKATA. ELSE, THE VEHICLE SHALL BE TREATED AS NOT AVAILABLE ON RAILWAY CLAIMS TRIBUNAL, KOLKATA DUTY FROM THE TIME IT HAS BEEN SO REQUISITIONED.
4. IN CASE THE CONTRACTOR FAILS TO PROVIDE A VEHICLE ON ANY DAY THE ABOVE TERMS AND CONDITIONS FOR ANY REASON, ACTION AS PER PARA NO. 2 WILL BE TAKEN BY THE RAILWAY CLAIMS TRIBUNAL, KOLKATA.
5. THE VEHICLES SHOULD BE AVAILABLE TO THE RAILWAY CLAIMS TRIBUNAL, KOLKATA WITH DRIVERS, FUEL ENGINE OIL ETC. FROM 8.30 HRS. TO 20.30 HRS. ON ALL DAYS OF WEEK IRRESPECTIVE OF HOLIDAYS EXCEPT VACATION/MEMBERS ON LEAVE/MEMBERS ON OUTSTATION TOUR. HOWEVER, THE DUTY HOURS AND TIME MAY VARY AS PER REQUIREMENT OF RAILWAY CLAIMS TRIBUNAL, KOLKATA AND THE CONTRACTOR SHALL NOT HAVE ANY CLAIM OVER THAT. THE DUTY HOUR SHALL START FROM THE TIME WHEN DRIVER WITH VEHICLE WILL REPORT TO HON'BLE VICE-CHAIRMAN AND CONCERNED HON'BLE MEMBERS OF RAILWAY CLAIMS TRIBUNAL, KOLKATA AND THE DUTY HOUR SHALL BE END AT THE TIME WHEN DRIVER OF VEHICLE WILL BE DISCHARGED OFF BY HON'BLE VICE-CHAIRMAN AND CONCERNED HON'BLE MEMBERS OF RAILWAY CLAIMS TRIBUNAL. HOWEVER, TOTAL KM RUN OF THE VEHICLES SHALL BE MEASURED FROM THE RESIDENCE OF THE HON'BLE VICE-CHAIRMAN AND THE CONCERNED HON'BLE MEMBERS OF RAILWAY CLAIMS TRIBUNAL, KOLKATA AS STARTING POINT AND END POINT.

6. NO ACCOMMODATION & GARRAGE FACILITIES WILL BE PROVIDED BY THE RAILWAY CLAIMS TRIBUNAL, KOLKATA TO THE DRIVERS AND FOR THE VEHICLE. CONTRACTOR HAS TO MAKE HIS OWN ARRANGEMENTS FOR THESE FACILITIES.
7. VEHICLES MAY RUN BEYOND THE TERRITORY OF CITY LIMIT CEILING OF 60 KMS PER DAY AND A MAXIMUM 1800 KMS. PER MONTH PER VEHICLE.
8. DRIVERS OF THE VEHICLES WILL HAVE TO MAKE HIS OWN LODGING/FOOD ARRANGEMENT AND SECURE STABLING/PARKING OF THE VEHICLE DURING THE JOURNEY.
9. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR SAFE RUNNING OF VEHICLES. THE RAILWAY CLAIMS TRIBUNAL, KOLKATA WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE REPAIRS, MAINTENANCE OR ACCIDENT TO THE VEHICLES OR DIREVERS
10. EXPERT AND WELL EXPERIENCED DRIVERS WITH VALID DRIVING LICENCE SHALL BE PROVIDED FOR DRIVING THE VEHICLE. DRIVERS WILL KEEP ALL LEGAL AND VALID DOCUMENTS PERTAINING TO THE LICENCE AND THE REQUIRED TOOLS LIKE JACKS, SPARES, FIRST AID BOX ETC. IN THE VEHICLES.
11. DRIVERS OF THE VEHICLES WILL MAINTAIN A LOG BOOK INDICATING THE FOLLOWING PARTICULARS THEREIN :-
 - i) DATE
 - ii) TIME
 - iii) FROM & TO
 - iv) KM
 - v) NAME OF THE USER
 - vi) SIGNATURE OF THE RAILWAY OFFICIAL
 - vii) REMARKS
12. PAYMENT OF HIRE CHARGES WILL BE MADE ONCE IN A MONTH IN THE FORM OF CHEQUE AFTER THE VERIFICATION OF LOG BOOK AS NECESSARY BY THE OFFICIAL OF RAILWAY CLAIMS TRIBUNAL, KOLKATA AFTER DEDECUTING SECURITY DEPOSIT AS PER EXTANT RULE.
13. BILLS TO BE MADE ON THE MONTHLY RENTAL CHARGES AND ON RUNNING CHARGES OF THE VEHICLE. BILLS FOR SUPPLY OF CARS FOR ANY MONTH SHALL BE PREFERRED IN THE FIRST WEEK OF THE FOLLOWING MONTH TO VICE-CHAIRMAN, RAILWAY CLAIMS TRIBUNAL/KOLKATA FOR PAYMENT. DISBURSEMENT OF PAYMENT MAY TAKE 21 WORKING DAYS FROM DATE OF RECEIPT OF ALL RELEVANT DOCUMENTS BY THE OFFICE OF THE RAILWAY CLAIMS TRIBUNAL, 2, ESPLANADE EAST, KOLKATA-700069 FROM THE CONTRACTOR.

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14. DESCRIPTION OF VEHICLES i.e. (i) MAKE (ii) REGISTRATION NUMBER (iii) YEAR OF MANUFACTURE (iv) DRIVER'S NAME & LICENCE NUMBER (v) COPY OF ROAD TAX CLEARANCE TOKEN (vi) FITNESS CERTIFICATE (vii) REFERENCE OF BLUE BOOK (viii) POLLUTION CERTIFICATE WILL BE REQUIRED TO BE SUBMITTED ALONGWITH THE OFFER.
15. MINIMUM WAGES SHALL BE PAID TO THE DRIVER AND THEIR STATUTORY OBLIGATION SHOULD BE MET BY THE CONTRACTOR OF HIS OWN COST.
16. THE DRIVERS SHOULD HAVE A VALID DRIVING LICENCE AND VEHICLE SHOULD BE INSURED AGAINST ACCIDENT ETC. AS PER RULES AND STATUTORY OBLIGATIONS.
17. **INDEMNITY** :- THE CONTRACTOR SHALL AT ALL TIMES INDEMNIFY THE RAILWAY ADMINISTRATION AGAINST ALL CLAIMS, WHICH MAY ARISE DUE TO ACCIDENT OR OTHERWISE OR DUE TO THE BREAK OF THE TERMS AND CONDITIONS MENTIONED HEREIN AND /OWING TO ANY SORT OF ACT OMISSION ON THE PART OF THE CONTRACT DURING THE CURRENCY OF THE CONTRACT.
18. THE CONTRACTOR AGREES TO INDEMNIFY THE RAILWAY CLAIMS TRIBUNAL, KOLKATA ADMINISTRATION AGAINST ALL CLAIMS FOR COMPENSATION BY OR ON BEHALF OF DRIVER EMPLOYED BY HIM IN CONNECTION WITH THE PRESENT CONTRACT FOR ANY INJURY OR DEATH BY AN ACCIDENT UNDER THE WORKMEN'S COMPENSAION ACT VIII OR 1923 AND THE RAILWAY CLAIMS TRIBUNAL, KOLKATA ADMINISTRATION WILL BE ENTITLED TO DEDUCT FROM ANY SUM OF MONEY DUE TO PAYABLE TO THE CONTRACTOR THE AMOUNT OF COMPENSATION THUS PAYABLE UNDER THE TERMS OF SECTION 12 OF THE SAID ACT. TOGETHER WITH ALL OR ANY, COST INCURRED BY THE RAILWAY CLAIMS TRIBUNAL ADMINISTRATION IN SUCH CONNECTION AND THE AMOUNT OF SUCH INDEMNITY SHALL BE ACCEPTED BY HIM FINALLY.
19. THE MODEL OF AC VEHICLES TO BE SUPPLIED WILL BE HONDA CITY, MARUTI SUZUKI CIAZ, TOYOTA COROLLA OR SAME SEGMENTS OF KOLKATA BASED CARS NOT MORE THAN ONE YEAR OLD.
20. THE VEHICLES SHOULD BE IN GOOD AND FIT CONDITION ALWAYS.
21. THE VEHICLES WILL BE HIRED FOR TWO YEARS FROM THE DATE OF ISSUE OF LETTER OF ACCEPTANCE IN RAILWAY CLAIMS TRIBUNAL, KOLKATA ON ALL DAYS IN EACH YEAR.
22. THE VEHICLES SHOULD BE IN GOOD CONDITION AND POLLUTION RULE COMPLIANT.

23. THE SEATS OF THE VEHICLES SHOULD HAVE GOOD AND CLEAN WHITE CLOTH COVER, WHICH MUST BE CHANGED REGULARLY.
24. THE DRIVERS SHOULD ALWAYS CARRY THEIR IDENTITY CARD AND DRIVING LICENCE.
25. THE DRIVERS SHOULD ALWAYS WEAR PROPER UNIFORM PREFERABLY WHITE.
26. THE VEHICLES SHALL MOVE AS PER DIRECTION OF CONTROLLING OFFICER OR OTHER OFFICIALS OF RAILWAY CLAIMS TRIBUNAL, KOLKATA AS PER REQUIREMENT. THE CONTRACTOR SHALL HAVE NO CLAIM IF THE VEHICLE REMAINS IDLE FOR WHATSOEVER REASON OR RUN LESS THAN 1800 KM. PER MONTH.
27. THE ADDITIONAL REGISTRAR, RAILWAY CLAIMS TRIBUNAL, KOLKATA RESERVES THE RIGHT TO DISCONTINUE THE CONTRACT TO SUCH EXTENT AS MAY BE REQUIRED DUE TO NON-AVAILABILITY OF HON'BLE VICE-CHAIRMAN, HON'BLE MEMBERS TILL FURTHER JOINING DURING THE CURRENCY OF THE CONTRACT.
28. THE CONTRACT MAY BE TERMINATED BY THE RAILWAY CLAIMS TRIBUNAL, KOLKATA ADMINISTRATION BY GIVING ONE WEEK'S NOTICE OF THE SERVICE IS NOT FOUND SATISFACTORY, DECISION OF THE AUTHORITY OF THE RAILWAY CLAIMS TRIBUNAL, KOLKATA IN THIS REGARD SHALL BE FINAL AND BINDING.

WITNESS

SIGNATURE OF TENDERER(S)

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Tender/s