

FORWARDING LETTER BY TENDERER FOR ACCEPTANCE OF TENDER CONDITIONS (UNCONDITIONALLY)

To,

The President of India,

Acting through

THE ADDITIONAL REGISTRAR,
RAILWAY CLAIMS TRIBUNAL,
19/T, “WIGWAM”, 180, P.D’MELLO ROAD,
MUMBAI - 400 001

TENDER NO. RCT/MUMBAI/10/1 VOL. XI

NAME OF WORK : PROVISION FOR HIRING OF AC VEHICLES
(CIAZ Maruti / Toyota Corolla/ Honda City or Higher Segment Cars preferably white or similar color with Uniformed Driver, Fuel and Maintenance)FOR RCT MUMBAI BENCH FOR A PERIOD OF 24 MONTHS.

1. I/We have read the various terms and conditions to Open Tender attached hereto and hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work. I/We agree to abide by the said condition. I/We also agree to keep the offer open for acceptance for a period of 120 days from the date fixed for opening the same and will extend the same for another 30 days in case specifically asked upon to do so in writing. In default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We also hereby agree to abide by the conditions of contract and to carry out the work according to the requirement, specifications & conditions as laid down by the Railway Claims Tribunal, Mumbai for execution of contract. I/We offer to do the work for Railway Claims Tribunal, Mumbai as set out in the Tender document and hereby bind myself/ourselves to provide vehicle on hiring basis in all respect for the period mentioned.

2. I / We are eligible to submit the Tender for the subject Tender and I/We are in possession of all the documents required.

3. A sum of ₹.129300/- (₹. One Lakh Twenty Nine Thousand Three Hundred Only) has been deposited as **Earnest Money** through Net Banking or Payment Gateway in IREPS (e-tender portal).

The Earnest money is deposited for due fulfillment of the above stipulation and other conditions of the tender. The full value of the earnest money will stand forfeited without prejudice to any other rights or remedies, if :

(a) I/We do not execute the agreement of contract documents within 07 days after receipt of notice issued by the Railway Claims Tribunal, Mumbai.

(b) I/We do not commence the work within the time period specified in LOA.

3. Until a formal agreement is prepared and executed, acceptance of this Open tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses

(I D to be attached)

1) _____

2) _____

Name of Tenderer :

Signature :

Date :

Address :

Place :

Date :

**RAILWAY CLAIMS TRIBUNAL
MUMBAI BENCH**

TENDER NO. RCT/MUMBAI/10/1 VOL. XI

PART-II TENDER FORM (Terms & Conditions)

NAME OF WORK : Hiring of four AC vehicles (CIAZ Maruti / Toyota Corolla/ Honda City or Higher Segment Cars) on Monthly basis for the use Hon'ble VC (Judl) & Hon'ble Member (Tech) of First Bench and Hon'ble Member (Judl) & Hon'ble Member (Tech) of Second Bench and one or more AC vehicle on Daily basis for Visiting Hon'ble Members (As & When Required), for a period of twenty four months.

1. Instructions for Tenderers and condition of Tender: -

The following documents form the part of Tender/Contract

(a) Tender Forms – Part I (Annexure-I) & Part II

2. Tender must be enclosed in a sealed cover, superscribed “**Tender No. RCT/Mumbai/10/1 Vol. XI**” and must be submitted through website www.ireps.gov.in only.

3. Tenders received after the date and time specified above shall not be accepted. The duration of the contract will be for a period of two years from the date of acceptance of Tender. The duration of the contract may, however, at the sole discretion of the Tribunal, be extended for a further period of six months on the same terms, conditions and rates, if agreed by both parties.

4.(a) This tender form must be filled in English/Hindi and all entries must be made by hand written in ink.

(b) The Tenderer should sign all documents/ pages accompanying the tender form.

(c) Tender documents are not transferable.

5. Tenders containing erasures and/or alterations of the tender documents are liable to be rejected. Any correction made by the tenderer(s) in his/her entries must be attested with no of corrections written down in figure & words compulsory. No advice of any changes in terms or conditions after opening of Tender will be entertained.

6. If a tenderer(s) deliberately gives wrong information in his/her tender or creates/create circumstances for the acceptance of his/her tender, Tribunal reserves the right to reject such tender at any stage.

7. If a tenderer expires after the submission of his tender or after the acceptance of his tender the Tribunal shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Tribunal shall deem such tender as cancelled unless the firm retains its character.

8. **Earnest Money Deposit** :- The tenderer(s) is/are required to deposit a sum of ₹.129300/- (₹. One Lakh Twenty Nine Thousand Three Hundred Only) as Earnest Money Deposit through Net Banking or Payment Gateway in IREPS (e-Tender Portal).

The Earnest money is deposited for due fulfillment of the above stipulation and other conditions of the tender. No interest will be payable upon the EMD. The EMD of unsuccessful bidders will be refunded after finalization and award of contract.

9. **Tenderers Credentials** :- Documents testifying tenderer's previous experience and financial status should be produced along with the tender.

10. The scope of the work :-

The scope of work involves the hiring of four AC vehicles and any additional vehicle if required with uniformed Driver, Fuel and Maintenance for a period of two years or more with effect from the date mentioned in the work order issued by the Tribunal as per schedule attached.

10.1 (A) The quoted monthly rate shall include the following:

- a) *For 2400 kms and 300 hrs. per month without daily limit of Kms for monthly basis.*
- b) *For 80 Kms. & 10 hrs. (as and when required) for daily basis.*
- c) *The vehicle can be operated outside the city limits if required.*
- d) *There is no weekly off for vehicle.*

10.3 The following definitions shall be applicable for the purpose of this tender :-

(a) The month shall be reckoned from the first day of the month to the last day of the month and the payment for the remaining part period , if any, will be calculated by dividing the no. of days in part period by the 28,29,30 or 31 days according to month for working out the charges for extra KM run.

(b) One hour is of 60 minutes. For the purpose of payment of charges, a fraction up to 30 minutes shall not be taken into account and more than 30 minutes shall be considered as an hour.

(c) Day means a calendar day starting from 00 hrs. to 24 hrs.

(d) Vehicle shall mean the vehicle specified as per schedule.

11. The Railway Claims Tribunal / Mumbai has reserves the right to terminate the contract at any time without assigning any reason therefore, by giving **15 days notice** in advance. The contractor shall not be entitled for any extra rate on account of this and the decision of the Tribunal shall be final.

12. The vehicle shall have to be presented to concerned authority for inspection and approval before commencement of work. The contractor shall supply the vehicles in perfectly good inner and outer condition and vehicle shall be maintained in good condition through out the period of validity of the contract so as to ensure satisfactory service under the contract. The Railway Claims Tribunal, Mumbai shall have the right to reject the vehicle if not found in a satisfactory condition by under signed authority.

13. **The vehicle shall not be older than 2 years i.e. the date of registration of vehicle should be Dec'2017 or later** and preferably white in color and in superior road worthy condition with valid Registration, valid Insurance and PUC certificate. The vehicles should have reading lights, audio systems, mobile charging facility, car perfume and other accessories required. The inner & outer conditions of the vehicles should be clean. The contractor shall provide white jeans/Turkish cloth cover on seat, which shall have to be washed periodically at contractor's cost.

14. The rates quoted shall be inclusive of the following :
- i) All maintenance expenditure of the vehicle i.e. major and minor repairs required for good running of vehicle, lubricants, brake oil, Mobil oil, all consumables and fuel will be supplied by the Contractor.
 - ii) Rate shall include cost of fuel for running of vehicle.
 - iii) Rate shall include the driver's salary, all types of taxes and fees payable to RTO office.
 - iv) Any other charges required for execution of this contract.
15. Tenderer should provide ***24 hours emergency number for exigencies.***
16. Driver shall have to report at nominated base place of call. Any delay in reporting will be considered as absence for the day.
17. Driver shall report to the officer concerned for duty as per his instructions. The daily starting & closing Kilometers will be reckoned from the residence of the User Member. The Kilometers from & to Garage of the Contractor shall not be taken in to account. In case of situations where this is not applied, the officer to whom the vehicle is attached shall decide the count of duty hours and KMs for both reporting and release of vehicle.
18. Normal duty of Driver shall be for 10 hrs. in a day, including half an hour lunch break. Normal working hours shall be advised by the concerned officer to the Driver. The Driver of the vehicle shall keep himself in contact with the officer in charge. Driver may have to be called at any time in emergent circumstances or travel need for air / rail journey for Airport / Rly station concern.
19. The Agency will verify antecedents of the Driver before posting to work on a vehicle for the use of Hon'ble Members of the Tribunal and Police verification certificate should be provided to the Tribunal. **Frequent change of driver or vehicle will not be permitted.**
20. **The Driver attached to the vehicle should be smart, well behaved, polite, well mannered and wear clean white uniform with hat.** At any circumstances, he should not misbehave with the Tribunal Officer/Guest. He should be well conversant with the roads and traffic regulations in Mumbai. He should have a mobile phone for exigencies.

21. *Contractor shall maintain a separate log-book in specified format, which shall be signed by the Driver. It will be the sole responsibility of the Driver that log book is filled up daily and there is no cutting/over writing. If there is any cutting/over writing the same shall be attested by the officer in charge using the vehicle. Timing & kilometer reading shall be noted every day at the time of reporting at nominated base place and release from same place. No payment will be made for any extra movement to and fro from garage etc.*
22. The Driver shall ensure that the vehicle is always having sufficient fuel. The driver should be given Imprest of ₹.5000/- (min.) for the emergent repair, fuel and for the payment of fine if imposed from Traffic authority in case of violation of Traffic rules by the driver / contractor.
23. The contractor shall ensure that all the meters particularly the kilometer counter/speedometer and other devices are always in working condition. In case if any defects are pointed out by the Tribunal's authority the same shall be immediately rectified by the contractor at his own cost and in the mean time another vehicle shall be arranged by the contractor so that the RCT's work does not get hampered. If the kilometer counter gets out of order instantaneously the reading given by the officer shall be the final and binding on the contractor.
24. To avoid any mishap or accident during the operation of the vehicle, the contractor shall ensure that only skilled staff with sufficient experience in their respective trade are deployed on job and are not put to over exertion as per labour laws.
25. The contractor shall provide a spare wheel and necessary tools in a good working condition along with the vehicle.
26. *If the vehicle fails during the trip and alternative arrangement within one hour is not provided by the firm and also if there is any deterioration in quality of service offered by the contractor then, a penalty of ₹. 1000/- will be imposed for the day in addition to actual charges incurred by the Tribunal for the transportation.*

27. The contractor shall possess the vehicles which he proposes those under this tender/contract registered by Competent Authority in his name/company of firm's name/partner's name or shall have a power of attorney of the vehicle in his name/company or firm's name/partner's name.

28. The tenderer shall be required to submit all papers/certificates (i.e. registration certificate, fitness certificate, Partnership deed and insurance policy etc.) of the vehicles for verification by this office at the time of finalization of Agreement.

29. The Drivers put on the job by the contractor must always possess valid driving licence, registration papers, road tax paid receipts, interstate permits etc.

30. Vehicles should have permit for Maharashtra State, if the permit for this State is not available, then the same shall be obtained by the contractor at his own cost.

31. The Driver/staff provided with the vehicle must be physically and medically fit, professionally and legally competent in all respects, holding valid license prescribed under prevailing Motor Vehicles Act and Rules.

32. The vehicles deployed on the job should have ***“ON DUTY - Govt. of India ” Brass Board*** on front and back and should be fit in all respect for operation in accordance with the prevailing Motor Vehicles Act and Rules, amended from time to time and all their relevant valid RTO documents like R.C. book, insurance certificate, fitness certificate etc. must be available with the taxes, levies, fees etc. paid up to date. The contractor shall be exclusively held responsible for any lapse in this regard and Railway Claims Tribunal, Mumbai stands completely indemnified by the Contractor against such defaults.

33. The Contractor shall be liable to honour Central and State Govt. laws, statutory rules, regulations, notifications like legislation, Local Self Govt./Municipal requirements etc. and shall be solely responsible for any breach thereof. Railway Claims Tribunal stands indemnified against any penalty/prosecutions consequent to the violations (deliberate or inadvertence) by the contractor or its employees, representatives etc. of such statutory provisions in force.

34. The contractor shall indemnify the Railway Claims Tribunal, Mumbai against any or all claims which may arise under the Motor Vehicles Act or Workman's compensation Act or any other Act or Statute having bearing over the services and for engagement of workmen, directly or indirectly for performance of work under the contract.
35. The contractor shall indemnify the Railway Claims Tribunal, Mumbai and its employees against any penalties as PRINCIPAL EMPLOYER, for any failure of the contract to honour various Central/State Govt. laws/enactments.
37. The contractor shall be responsible for any accident, mishap, damage to vehicle or Railwaymen and material being carried therein and all consequence arising thereof.
38. The contractor shall be fully responsible for any accident and shall be liable to pay compensation etc. as per rules enforced by Govt. from time to time.
39. The contractor shall have to produce valid and current Income Tax clearance from the Income Tax authorities. No payment shall be made unless valid and current income tax clearance certificate/Income Tax Return is produced by the contractor.
40. The contract will be valid from the date of agreement on proper format after issue of Acceptance Letter.
41. The contractor shall have to submit bill every month duly certified by controlling officer. The Cancellation charges, Drivers Food allowance, Night allowance etc. will not be payable. The Parking//Toll/Entry fees etc. would be paid by the Railway Claims Tribunal, Mumbai separately on actual basis on production of original receipt. Payment against the bill will be arranged as early as possible. However, any interest for the late payment is not permissible. The payment will be made on monthly basis through ECS/NEFT as per the Bank details provided by the contractor. The Tax Deduction at source will be made as per the statutory provisions.
42. No bills will be entertained with incomplete duty slips. Duty slips should be filled/completed in all respects i.e. indicating therein the reporting Kms. & time and releasing hour and time with concerned Authority's signature.

43. **Security Deposit** : The Contractor shall have to deposit **5%** of the accepted Tender value as Security Deposit towards satisfactory performance of the contract. The Security Deposit shall be refunded only after the successful completion of the contract period. No interest will be payable on Security Deposit.
44. In case of any dispute, the jurisdiction will be Mumbai only.

Additional Registrar
For Railway Claims Tribunal
Mumbai

The above terms & conditions are accepted to us.

Signature :

Name :

Date :

Address & seal of Tenderer(s) :-

ANNEXTURE- II
TENDERER'S GENERAL INFORMATION.

SR NO	ITEM	DETAILS
01	Name of the Firm	
02	Full Name of Contractor/s	
03	Year of Establishment	
04	Registered Head Office Address	
05	Operation Office, if different from above	
06	Constitution of Firms (Give full details including name of Partners/ Executive/ Power of Attorney etc.)	
07	PAN No	
08	GST Registration No	
09	Bank A/c no with name of the Bank, IFS Code etc.	
10	Contact / Mobile No	
11	E-Mail & Web site Address	

Date :

Authorised Signatory
Official Stamp of the Tenderer

ANNEXTURE- III

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF RAILWAY

I/We the under signed hereby solemnly declare and certify that I /We do not have any of our relative / relatives employed in the Railway except the names mentioned herein under :-

1. _____

2. _____

3. _____

And so on _____

Note :

Names, Designation, name of the Office , headquarter of the relative in Railways to be mentioned by the Tenderer (s) in 1,2,3 and so on above.

SIGNATURE OF TENDERER (S)