

**WEST CENTRAL RAILWAY**

**भंडार विभाग**  
**STORES DEPARTMENT**  
निविदाओं और संविदाओं के लिए विनियम

**STORES- DEPARTMENT**

Tender Notice No. - WCR/S-HQ/Admn/ Infra/Pvt.Vehicles/2015-18

**Tender Opening date & time: 30-04-2015, 12.45 hrs**

**Tender closing Date &time 30-04-2015. 12.30 hrs**

**Cost of tender - Rs.3000/-**(Rupees three thousand only)

**Name of work** –Hiring of 06 No.Motor Vehicles for the use of officers of Stores Department

- i) AC vehicle- Maruti Swift Dzire/Toyota ETIOS/Chevrolet SAIL or similar or similar (For1500Km Per Month 12 Hrs Per day) 02No
- ii) Non AC vehicle- Maruti Swift Dzire/Toyota ETIOS/Chevrolet SAIL or similar or similar (For1500Km Per Month 12 Hrs Per day) 03No
- iii) Non AC Vehicle- Chevrolet Tavera/ Chevrolet Enjoy/Mahindra Scorpio /Mahindra Xylo or similar (For 2000 Km Per month 24 hrs per day) 01No.

**Earnest Money** – Rs. 85,230/- (Rupees Eighty five thoused two hundred thirty only)

Issued by : Controller of stores,WCR,Jabalpur

Issued to :

M/s .....  
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**Contractor**  
टेकेदार

**For Controller of Stores**  
कृते भंडार नियंत्रक

**STORES DEPARTMENT**

Tender No. WCR/S-HQ/Admn/Infra./Pvt.Vehicles/2015-18 Date of issue: 24-03-2015

Controller of stores, West Central Railway, Jabalpur for & on behalf of the President of India invites sealed tenders from the reputed and experienced contractors for the following works:

<b>Name of work:</b>	<b>No.of Vehicle.</b>	<b>Approx. Cost Rs.</b>	<b>Hiring Period</b>	<b>Tender Opening date</b>	<b>Tender Cost</b>
<b>Hiring of road vehicle on monthly rent basis</b>					
(1)AC Vehicle-Maruti Swift Dzire/Toyota ETIOS/Chevrolet SAIL/ Tata Indigo (Up to 1500K.M. for 12 hrs only) 6 days a week.	02				
(2)Non AC Vehicle- Maruti Swift Dzire/Toyota ETIOS/Chevrolet SAIL/ Tata Indigo (Up to 2000 K.M. for 12 hrs a day) 6 days a week	03	Rs 42,61,128/- ( Forty two lakh sixty one thousand one hundred twenty eight)	36 months or 30.04.2018 which ever is earlier	<b>30.04.2015</b>	<b>Rs.3000/ - (Three thousand)</b>
(3)Non AC Vehicle Chevrolet Tavera/ Chevrolet Enjoy/Mahindra Scorpio /Mahindra Xylo/ Tata Sumo (Up to 2000 K.M. for 24hrs a day) 7 days a week	01				

Validity of offers should be minimum 90 days. The tender booklet can be purchased from the office of the Controller of stores, West Central Railway, Jabalpur on any working day between **10.00 hrs to 12.00 hrs. Up to 27-04-15** by submission of cash receipt from Divisional Cashier /Jabalpur/WCR at Railway Platform No.1 The cash receipt should be in favor of FA&CAO/WCR/Jabalpur.The Tender form can also be downloaded from the web site : [www.wcr.indianrailways.gov.in](http://www.wcr.indianrailways.gov.in)

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The tender form will not be sent by post under any circumstances. All tender forms downloaded from the website should accompany the tender cost in form of DD drawn in favor of FA&CAO/WCR/JBP payable at Jabalpur, otherwise it will be summarily rejected. Non-refundable cost of tender booklet is Rs. 3000/-

Earnest money should be in the form of FDR/TDR of any scheduled bank prepared in the name of FA&CAO/WCR/Jabalpur and payable at Jabalpur. All offers should contain the EMD invariably failing which offers will be summarily rejected. Bank guaranty will not be acceptable for the purpose of the Earnest Money. Every page of the Tender Booklet must bear the signature of the authorized signatory.

**Note:** - Tender will only be considered for full quantity (i.e. 06 nos only). All vehicles should have commercial registration (taxi permit) only and should be submitted along with EMD and tender cost otherwise their offer will be summarily rejected.

The sealed tender booklets should be deposited in the tender box kept in the office of the Controller of stores, West Central Railway, Jabalpur up to **12.30 hrs. on 30-04-2015**. It will be opened at 12.45 hrs. on the same date in the presence of tenderers / authorized representatives who desire to be present.

For Controller of stores  
For and On behalf of  
Presentent of India

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Copy to: (a) FA&CAO/WCR/JBP for information .He is requested to depute a SSO for witnessing the Tender Opening process **on 30-04-2015 at 12.30.P.M**  
(a) Divisional Cashier, West Central Railway ,Jabalpur

For Controller of Stores

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कार्यालय  
भण्डार नियंत्रक  
इन्दिरा मार्केट पमरे/जबलपुर,

निविदा –सूचना संख्या: पमरे/भं.मुख्या./प्रषा./ ईफा.प्रा.व्ही./2015-18

दिनांक: 24.03.2015

निम्नलिखित कार्य हेतु भारत के राष्ट्रपति के लिए एवं उनकी ओर से भंडार नियंत्रक पश्चिम मध्य रेल ,जबलपुर में अनुभवी एवं ख्याति प्राप्त ठेकेदारों से मुहर बंद निविदाएं आमंत्रित करते हैं।

कार्य का नाम:-किराये पर सड़क वाहन (मोटर कार) लेने हेतु मद:-	मात्रा	अनुमानित लागत (रु.में)	किराये पर वाहन लेने की अवधि	निविदा खुलने की तारीख	निविदा राशि (रु.में)
(1)AC Vehicle-Maruti Swift Dzire/Toyota ETIOS/Chevrolet SAIL/ Tata Indigo (Up to 1500K.M. for 12 hrs only) 6 days a week.	02				
(2)Non AC Vehicle-Maruti Swift Dzire/Toyota ETIOS/Chevrolet SAIL/ Tata Indigo (Up to 2000 K.M. for 12 hrs a day) 6 days a week	03	रु. 42, 61,128/- (रुपये बयालीस लाख इक्सठ हजार एक सौ अठाईस रूपया मात्र )	36 महीनें या 30/04/2018 तक दोनो मे से जो पहले हो	30.04.2015	रुपये 3000/- (तीन हजार रूपये मात्र )
(3)Non AC Vehicle Chevrolet Tavera/ Chevrolet Enjoy/Mahindra Scorpio /Mahindra Xylo/ Tata Sumo (Up to 2000 K.M. for 24hrs a day) 7 days a week	1				
<b>कुल योग</b>			<b>06 वाहन</b>		

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प्रस्ताव की वैधता निविदा खुलने की तारीख से 90 दिन तक के लिए मान्य होनी चाहिए। भंडार नियंत्रक कार्यालय/पमरे/जबलपुर से निविदा फार्म दिनांक 06.04.2015 से 27.04.2015 तक किसी भी कार्य दिवस को सुबह 10 बजे से 12:00 बजे तक भुगतान रसीद ,जो कि मंडल खंजाची कार्यालय ,जबलपुर में रु 3000/- जमा कर प्राप्त की गई है को इस कार्यालय में जमा कर प्राप्त किये जा सकते हैं। निविदा फार्म डाक द्वारा नहीं भेजे जायेंगे। निविदा फार्म की कीमत रु. 3000/- रखी गई है। निम्नलिखित प्रमाण पत्र निविदा फार्म प्राप्त करने के लिए योग्य माने जायेंगे जैसे मोटर गाड़ियों की उपलब्धता, पूर्व में कार्य करने का अनुभव प्रमाण पत्र आदि। वेवसाइट द्वारा निकाली गई निविदा प्रपत्र जमा करते समय ठेकेदार को रु, 3000/- का डिमांड ड्राफ्ट जो कि वित्त सलाहकार एवं मुख्य लेखा अधिकारी, पमरे,, जबलपुर के पक्ष में देय हो ,जमा करना आवश्यक है। अन्यथा निविदा स्वीकार नहीं की जायेंगी।

प्रस्ताव के साथ अमानत राशि को निम्नलिखित प्रकार से संलग्न किया जा सकता है।फिक्स डिपोजिट रसीद/टर्म डिपोजिट वित्त सलाहकार एवं मुख्य लेखा अधिकारी ,पमरे, जबलपुर के नाम में देय हो। अमानत राशि के रूप में बैंक गारन्टी स्वीकार नहीं की जायेंगी।

मोहर बंद निविदाएं उपरोक्त कार्यालय में रखें निविदा बॉक्स में दिनांक 30.04.2015 को 12:30 बजे तक जमा की जायेंगी तथा निविदा उसी दिनांक को 12:45 बजे उपस्थित निविदा कर्ताओं/उनके प्रतिनिधियों के समक्ष खोली जायेंगी।

**विशेष:** निविदाएं पूरे कार्य हेतु ( 6 गाड़ियों) ही स्वीकार की जायेंगी। सभी वाहन का कॉमर्शियल पंजीकरण (टैक्सी परमिट) होने पर ही स्वीकार किये जायेंगे

अमानत राशि संलग्न नहीं होने पर प्रस्ताव को बिना देखें ही निरस्त कर दिया जायेगा।

**वेवसाइट का पता:—** निविदा सूचना एवं निविदा संबंधित दस्तावेज वेवसाइट पर देखी एवं डाउन लोड की जा सकती है।

[www.wcr.indianrailways.gov.in](http://www.wcr.indianrailways.gov.in)

**सूचना प्रति:** (अ) उप वित्त सलाहकार एवं मुख्य लेखा अधिकारी के सूचनार्थ तथा आपसे अनुरोध है कि दिनांक 30.04.2015 को एक अनुभाग अधिकारी को निविदा खुलने के समय 12:45 बजे पर इस कार्यालय में नियुक्त करें।

(अ) मंडल खंजाची, पमरे, जबलपुर को सूचनार्थ।

**Secy to COS**

**For Controller of stores**

**Contractor**  
ठेकेदार

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**PART – I**

**REGULATIONS FOR TENDERS AND CONTRACTS CONTENTS**

**Para** MEANING OF TERMS

1. 1.1 DEFINITIONS
- 1.2 SINGULAR AND PLURAL
- 1.3 INTERPRETATION

**CREDENTIALS OF CONTRACTORS**

2. APPLICATION FOR REGISTRATION
3. TENDER FORMS
4. OMISSIONS AND DISCREPANCIES
5. EARNEST MONEY, SECURITY DEPOSIT AND PERFORMANCE GURANTEE
6. CARE IN SUBMISSION OF TENDERS

**CONSIDARATION OF TENDERS**

7. RIGHT OF RAILWAY TO DEAL WITH TENDERS

**CONTRACT DOCUMENTS**

8. EXECUTION OF CONTRACT DOCUMENTS
9. FORM OF CONTRACT DOCUMENTS

ANNEXURE I TENDER FORMS

ANNEXURE IV Contract Agreement Form

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**PART-II**

- |   |                |
|---|----------------|
| (1) GENERAL TERMS AND CONDITIONS            | (ANNEXTURE –A) |
| (2) SPECIAL TERMS AND CONDITIONS            | (ANNEXTURE-B)  |
| (3) ADDITIONAL SPECIAL TERMS AND CONDITIONS | (ANNEXTURE-C)  |

REGULATION FOR TENDERS AND CONTRACTS FOR THE GUIDANCE OF ENGINEERS AND CONTRACTORS FOR ENGINEERING WORKS

**Meaning of terms**

1.1 These regulations for tenders and contracts shall be read in conjunction with the general conditions of contract which are referred to herein and shall be subject to modification, additions or suppression by special conditions of contract and/or special specifications, if any annexed to the tender forms.

1.2 **Definition** :- in these Regulation for tender and contracts the following terms shall have the meaning assigned hereunder except where the context otherwise requires:

- (a) **“Railway”** shall mean the president of republic of India or the administrative officers of the West Central Railway or of the successor Railway authorized to deal with any matters which these presents are concerned on his behalf.
- (b) **“General Manager”** shall mean the officer incharge for the general superintendence and control of the Railway and shall also include the general manager (stores) and shall mean and include their successors, of the successor Railway.
- (c) **“Controller of stores”** shall mean the officer in charge of the Stores Department of West Central Railway and shall mean & include their successors, of the successor Railway.
- (d) **“Tendered”** shall mean the Person/the firm/co-operative or company whether in corporate or not who tenders for the works with a view to execute the works on contract with the Railway, shall include their personal representatives, successors, and permitted assigns.
- (e) **“Limited Tenders”** shall mean tenders invited from all or some Contractors on the approved or select list of contractors with the Railway.
- (f) **“Open Tenders”** shall mean the tenders invited in open and public manner and with adequate notice.

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- (g) **“Works”** shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be execute according to specifications.
- (i) **“Specifications”** shall mean the specifications for Materials and works of the West Central Railway specified in Part III of the works Hand Book issued under the authority of the Controller of stores or as amplified added to or superseded by special specifications if any, appended to the tender forms.
- (j) **“Schedule of Rates of the West Central Railway”** shall mean the schedule of Rates issue under the authority of the Controller of stores from time to time.
- (k) **“Drawings”** shall mean the maps, drawing, plans and tracings or prints thereof annexed to the tender forms.

1.3 Words imparting the singular number shall also include the plural and vice versa where the context requires.

2.1 **Application for registration:-** Works of construction and of supply of materials shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. For this purpose, list of approved contractors shall be maintained in the Railway. The said list shall be revised periodically once in a year or so by giving wide publicity through advertisements, etc.

A contractor including a contractor, who is already on the approved list, shall apply to the nearest General Manager (Stores), furnishing particulars regarding:-

- (a) His position as an independent contractor specifying Stores organization available with details or partners/Staff/Engineers employed with qualifications and experience.
- (b) His capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm, with details about the transport equipments, construction tools and plants etc, required for the work maintained by him;
- (c) His previous experience of works similar to that to be contracted for, in proof of which original certificate or testimonials may be called for and their genuineness verified if needs be, by reference to the signatories thereof;
- (d) His knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;
- (e) His ability to supervise the work personally or by competent and duly authorized agents
- (f) His financial position;-
- (g) Authorized copy of the current Income-tax clearance certificate.

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- 2.2 An applicant shall clearly state the categories of works for which and the area/zone/division(S)/district(S) in which he desires registration in the list of approved contractors.
- 2.3 The selection of contractors for enlistment in the approved list would be done by a committee for different values slabs as notified by Railway.
- 2.4 An annual fee as prescribed by the railway from time would be charged from such approved contractors to cover the cost of sending notices to them and clerk age for tenders, etc.
- 2.5 The list of approved contractors would be treated as confidential office record.

### **TENDER FOR WORKS**

**3 Tender Form:-** Tender forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure 1. Tender forms shall be issued on payment of the prescribed as to the appropriate contractors on the list of approved contractors. Contractors not on the list of approved contractors will on payment of the prescribed fees be furnished with tender forms and they shall be required to submit evidence regarding their financial status, previous experience and ability to execute the works, and an authorized copy of the current income tax clearance certificate without which their tenders will not be considered.

**4 Omissions and Discrepancies:-** Should a tenderer find discrepancies in, or omissions from the drawings or any of the tender forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

**5 (A) Earnest Money :-** 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 will be as under:

- (a) The earnest money shall be 2% of the estimated tender value as indicated in the Tender Notice. The earnest money shall be round to the nearest Rs 10/-.
- (b) It shall be understood that the tender documents have been sold/issued to tenderer in consideration that after submitting his tender he will not resale from his offer or modify the terms and conditions there in a manner not acceptable to the Controller of stores. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

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- (c) If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of clause 16 of the General Conditions of contract. The earnest money of other tenderers shall, however, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen there to while in their possession, nor be liable to pay interest thereon.
- (d) No interest on Earnest Money or Security Deposit will be paid by the Railway. Further Railway are not responsible for loss of any interest in case of the Fixed Deposit Receipt for any reason. The earnest money should be in cash or in any of the following forms:-
- (i) A deposit in cash.
  - (ii) Government securities at 5% below the market value.
  - (iii) Deposit receipts or demand drafts of the nationalize bank.
  - (iv) A deposit in the post office saving bank.
  - (v) Twelve year national defence certificates.
  - (vi) Ten year defence deposits.
  - (vii) National defence bonds.
  - (viii) National saving certificates.
  - (ix) Time deposit account which came into force on 16.03.1970 and notified under Ministry of Finance, Notification No F3(7)NS/70, dated 28.02.70.
  - (x) IRFC Bonds.

Note: (v) to (vii) These certificated/bonds may be accepted at their surrender value.

**(B) SECURITY DEPOSIT ON ACCEPTANCE OF TENDERS:**

**(Ref. Rly. Board's letter No.2003/CE-I/CT/4/PT.I dated 12-05-2006 communicated vide GM (Works)WCR's letter No.W-HQ/WG/SOPGEN/CGG/41 dated 01-06-2006)**

The earnest money deposited by the contractor with his tender will be retained by the Railway 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 cash or may be recovered by percentage deduction from the contractor's "on account" bills, provided also that in case of defaulting contractor the Railway 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. Unless otherwise specified in the special conditions, if any, the security deposit /rate of recovery mode of recovery shall be as under:-

- a) The 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 Deposit will be recovered only from running bills of the contract and no other mode of collecting SD such as SD in form of instruments like BG, FD etc. shall be accepted towards Security Deposit.

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No interest will be payable upon the earnest money and security deposit or amountspayable to the contractor under the contract but Government securities deposited in terms of Sub clause (1) of this clause will be payable with interest accrued thereon

**(C) Performance Guarantee (P.G.)**

(a) The successful bidder shall submit a Performance Guarantee (PG) in the form of an irrevocable bank guarantee amounting to 5% of the contract value.

(b) A Performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 30 days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall be the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

(c) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.

(d) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

(e) The Contractor shall not be make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:(i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(ii) Failure by the contractor to pay President of India any amount due either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.

(iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

The successful bidder should give a Performance Guarantee amounting to 5% of the contract Value in any of the following forms:-

- (i) A deposit of Cash.
- (ii) Irrevocable Bank Guarantee.
- (iii) Demand Drafts
- (iv) Fixed Deposit receipt

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**6. Care in Submission of Tenders.**

(a) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works, are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in clause-37 of the General conditions of contract or the completion of works to the entire satisfaction of the Controller of stores.

(b) When work is tendered for by a firm or company of contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

(c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes on the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

**7 Right of Railway to deal with Tenders:-** The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tender and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.

**CONTRACT DOCUMENT**

**8. Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of the Genral Manager (Stores) / Controller of stores, as the case may be, or if a firm or corporation, a duly authorized representative shall so appear and execute the contract document within 07 days after notice has been awarded to him. Failure to do so shall constitute a breach of the agreement affecting the acceptance of the tender in which case the full value of the earnest money a company of tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted shall refused to execute the contract documents as here in before provided, the railway determined that the such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the railway shall be entitled to forfeit the full amount of the earnest money and the recover the damages for such default

**9. Form of Contract document:-** Every contract shall be complete in respect of the document it shall so constitute. Not less than the 2 copies of the contract documents shall be signed by the competent authorities and one copy given of the contractor.

**(A)** For Zone contracts awarded on the basis of the percentage above or below the schedule of the rate, West Central Railway for the whole part of the financial year the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form. Annexure II During the currency of the zone contract, work orders as per specimen form. Annexure III or IV for works not exceeding Rs 10,000/- each shall be issued by the Controller of stores under the agreement for zone contracts.

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(B) For contracts for specific work, value more than Rs 10,000/- the contract documents required to be executed by the tenderer whose tender is accepted shall be either an agreement as per specimen form annexure IV, or a work order as per specimen form annexure V as may be prescribed the railway.

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WEST CENTRAL RAILWAY

TENDER FORMS (FIRST SHEET)

Tender No :WCR/S-HQ/Admn /infra/ Pvt Vehicles/2015-18

Date 24-03-15

**Scope of Work:-** Hiring of vehicle 06 Nos for the use of Stores Department (HQ)/WCRly/Jabalpur (Indica, Indico or Similar, and Qualish Sumo, Twera Bullero or Similar ) on monthly rent basis for a period of 36 months with contractor's driver, fuel, repairs maintenance etc. including all expenses.,

To,  
The president of India,  
Acting through the Controller of Stores West Central Railway/Jabalpur

**1. I/We** **M/s**  
have read the various conditions to tender attached here to and agree to abide by the said conditions. I/We also agree to this tender for acceptance for a period of 90 days from the date fixed for opening the same and in case of default thereof, I/We will be liable for forfeitures of my/our "Earnest Money" I/We offer to do the work for West Central Railway, at the rate quoted in the Third Sheet of Annexure I and hereby bind myself/ourselves/to complete the work in all respects within 36 months from the date of issue of Letter of acceptance of the tender.

2. I/We also hereby agree to abide by the General Condition of contract corrected up to printed advance correction slip No.....dated..... ..and to carry out the according to the special condition of the contract and specifications of materials and works as laid down by Railway in the annexed special condition/specifications sand the West Central Railway works and book part-III corrected up to printed/advance correction slip no dated Sanitry works hand book corrected up to printed/advance correction slip No .....dated.....for scheduled of rates corrected up to printed/advance correction slip No.....dated ,..... for the present contract.

3. A sum of **Rs.42, 61,238 .00** is herewith forwarded as Earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies in case my/our Tender is accepted and if:-

(a) I/We do not execute the contract documents within seven days after receipt of notice issue by the Railway that such documents are ready; and

(b) I/We do not commence the work within the Fifteen days after receipt of orders to that effect.

4. Until a formal agreement is prepaid and executed, acceptance of this tender shall constitute a binding contract between us subject to modification, 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

Signature Tenderer

Date.....

Adress of the tenderer(S)

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TENDER FORMS (SECOND SHEET)

1. Instructions to tenderers and conditions of tender:- The following documents form part of tender/contract:-

- (a) Tender forms-First and second and Third sheet.
- (b) General Conditions/Social Conditions/Additional Special Conditions /Specifications
- (c) Schedule of approximate quantities (enclosed)
- (d) Schedule of rates, part I and II corrected and as amended.

2. The tenderer (s) shall quote his/their rates as a percentage above or below the schedule of rates of the west central railway .....as .....applicable to.....division except where he/they are required to quote item rates and must tender for all the item shown in the schedule of approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the schedule.

3. Tenders containing erasures and / or alterations of the tender documents are liable to be rejected. Any correction made by tenderer (s) in his/their entries must be attested by him/them.

4. The works are required to be completed within a period of 36 months or 30.04.2015 or whichever is earlier from the date of issue of acceptance letter.

5. **Earnest Money:-**

(a) The tender must be accompanied by a sum of Rs 85,230/- as earnest money deposit in cash or in any of the forms as mentioned in regulations for tenders and contracts for the guidance of the Engineers and contractors, failing which the tender will not be considered.

(b) The Tenders(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the tender it is understood that the tender documents has been sold/issued to the tenderer (s) and the tender(s) is/are permitted to tender in consideration of the stipulation on his/their part that after submitted his/their tender subject to the period being extended further if required by mutual agreement from time to time , he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable th the COS of West Central Railway, Jabalpur. Should

the tenderer for the due performance of the above the foregoing stipulation, the amount deposited as earnest money for the due performance of the above stipulation shall be forfeited to the Railway.

(C) If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the tenderer (s) contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 07 days after receipt of the orders to that effect.

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(d) The earnest money of the unsuccessful tenderer (s) will, save as here-in-before provided be returned to the unsuccessful tenderer (s) within a reasonable time but the Railway shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession nor be liable to pay interest thereon.

**6. Rights of the Railway to deal with tender:-** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender of any other tender and no tenderer (S) shall demand any explanation for the cause of rejection of his/their tender nor the Railway undertake to assign reasons for declining to consider or rejection of his/ their tender nor the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.

7. If the tenderer (s) deliberately gives/give wrong information in his/their tender or creates/ create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.

8. If the tenderer (s) expires after the submission of his/their tender or after the acceptance of his/their tender, the railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

9. Income Tax clearance certificate:- The tenderer (s) is/are required to produce along with his/their tender an authorized copy of the Income-Tax clearance certificate or a shown affidavit duly countersigned by the Income-Tax Officer to the effect that he has they have no taxable income.

**10. Tenderer's Credentials:-** Documents testifying tenderer's previous experience and financial status should be produced along with the tender or when desired by competent authority of the West Central Railway.

Tenderer(s) who has/have not carried out any work so far on this Railway and who is/are not borne on the approved list of the Contractors of **West Central Railway** should submit along with his/their tender credentials to establish.

- a. His capacity to carry out the works satisfactory.
- b. His financial status supported by Bank reference and other documents.
- c. Certificates duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.

11. Tender must be enclosed in a sealed cover supercribed

**“Tender No. WCR/S-HQ/Admn/Infra/Pvt. Vehicles/2015-18** and must be sent by registered post to the address of Controller of Stores, West Central Railway, so as to reach this office not later than 12.00 Hrs. on the 09.10.2012 or to be deposited in the

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special box allotted for the purpose in the office of Controller of Stores/West Central Railway. The tender papers will not be sold after **12.00 Hrs.** on 09.10.2012

12. Non-Compliance with any of the conditions set for the there in above is liable to result in the tender being rejected.
13. **Execution of contract Documents:-** The successful tenderer(s) shall be required to execute an agreement with the president of india acting through the West Central Railway for carrying out the work according to General conditions of Contract. Special conditions/ specifications annexed to the tender and specifications for work and materials laid down in Works Hand Book part III and Sanitary Works Hand Book of Central Railway as amended/ corrected up to down correction slip mentioned in tender form(First sheet).
14. **Partnership deeds, Power of Attorney Etc:-** The tenderer Shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney an changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
15. The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage. A power of attorney duly stamped and authenticated by a Notary Public or by Magistrate is favour of the specific person whether he/they be partner(s) of the firm of any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
16. **Employment/Partnership, etc, of Retired Employees:-**
- i. should a tenderer be a retired employee of the Gazette rank or any other Gazetted officer Working before his retirement, Whether in the executive or administrative capacity, or whether Holding a pension able post or not, in the Stores department of any of the railways owned and administered by the president of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired employee or retired Gazetted Officer as aforesaid, or should a tenderer being an incorporated company have any such retired officer as one of its directors, or should a tenderer have in his employment any retired Engineer or retired Gazetted

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- ii. officer as aforesaid, the full information's to the date of retirement of such engineer or Gazeted officer from the said service and in case where such employee or officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated
- iii. company, to become a partner or Director as the case may be, or to take employment under the contractor, has been obtained by the tenderer or the Engineer or Officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf , shall be clearly stated in writing at the time of submitting the tender, Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.
- iv. Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in case of partnership firm or company of contractors one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed is gazetted capacity in the Stores\_Department of the West Central Railway, the authority tenderers shall be informed of the fact at the time of submission of the tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescind in accordance with the provision in clause 62 of the General Conditions of Contract.

Signature of Tenderer(s)

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TENDER FORM (THIRD SHEET)

**Name of work –Hiring of 06 No.Motor Vehicles for the use of officers of Stores  
Department HQ**

- i) AC vehicle- Maruti Swift Dzire/Toyota ETIOS/Chevrolet SAIL/ Tata Indigo  
(For1500Km Per Month 12 Hrs Per day) 02No
- i) Non AC vehicle- Maruti Swift Dzire/Toyota ETIOS/Chevrolet SAIL/ Tata  
Indigo (For1500Km Per Month 12 Hrs Per day) 03No
- ii) Non AC Vehicle- Chevrolet Tavera/ Chevrolet Enjoy/Mahindra Scorpio  
/Mahindra Xylo/ Tata Sumo (For 2000 Km Per month 24 hrs per day) 01No.

SCHEDULE OF RATES (To be quoted by the Tenderer):

S.N.	Description	Unit	Sheduled Rates	Rate Offered
	Running of vehicle on monthly Rent basis.	No.of Vehicle	Per month per vehicle (Rs)	Per month per vehicle (Rs)
1.	(a) AC Vehicle-Maruti Swift Dzire/Toyota ETIOS/Chevrolet SAIL/ Tata Indigo (Up to 1500K.M. for 12 hrs only) 6 days a week.	02	Rs.19348/-	Rs..... Rs in words
	(b)Extra rate for running over 1500 Kms.		Rs.8.00 (per KM)	Rs/Km..... Rs in words
2.	(a) Non AC Vehicle- Maruti Swift Dzire/Toyota ETIOS/Chevrolet SAIL/ Tata Indigo (Up to 2000 K.M. for 12 hrs a day) 6 days a week.	03	Rs.16739/-	Rs..... Rs in words
	(b) Extra rate for running in excess of 1500 KM.		Rs.8.00 (per KM)	Rs/Km..... Rs in words
	(a) Non AC Vehicle Chevrolet Tavera/ Chevrolet Enjoy/Mahindra Scorpio		Rs.22785/-	Rs..... Rs in words

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3.	/Mahindra Xylo/ Tata Sumo (Up to 2000 K.M. for 24hrs a day) 7 days a week.	01		
	(b) Extra rate for running in excess of 2000 KM		Rs.8.00 (per KM)	Rs/Km..... Rs in words

The quantities shown in above schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

I/We undertake to do the work at ..... %above/below the schedule of Rates of the Central Railway as applicable to- Division or at the rates quoted above for each item.

Dated.....

.....  
Signature of the Tenderer (s)

Note: Column 1 to 4 shall be filled by the office of the authority inviting tender.  
Column 5 shall be filled by the Tenderer (s)

Annexure II & III are not applicable:

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WEST CENTRAL RAILWAY

CONTRACT AGREEMENT No. WCR/S-HQ/Admn/ infra/ Pvt. vechicle/2015-18 date

ARTICLES OF AGREEMENT made this ..... between the President Of India acting through the Railway Administration here in after called the "Railway of the on part and M/s herein after called the "Contractor" of the other part.

WHERE AS the Contractor has agreed with the Railway for performance of the works of Hiring of Vehicles 06 Nos. for the use of Store Department (HQ) West Central Railway/JBP ..... on Monthly rent basis for a period of 36 months or 30.04.2018 whichever is earlier with contractors driver, fuel, repairs, maintenance etc including all expenses.

Setforth in the schedule here to annexed upon the General Conditions of contract corrected up to Printed/ Advance Correction Slip No.....dated.....and the specifications of the Central Railway contained in the Works Hand Book, Part III, corrected up to printed/Advance/Correction Slip No.....dated .....and the schedule of Rates of the Central Railway , corrected up to printed/Advance/Correction Slip No.....dated.....and the special conditions and special specifications , if any, and in conformity with the drawing here into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration of the payments to be made by the Railways, the Contractors will duly perform the said works in the schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same accordance with the said specifications and said drawings and said conditions of contract on or before the 31<sup>st</sup> day of March 2008 and will maintain the said works for a period of from the certified date of their completion and will observe, fulfil and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same has been fully setforth herein). and the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions the Railway will pay or cause to be paid to the Contractor for the said works on the final completion there of the amount due in respect there of at the rates specified in the Schedule here to annexed.

Contractor.....

Designation

Adress.....

For President of India

Date

Date

Signature of witnesses with address to

Signature of contractor

Witness

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CONTRACTOR'S AGREEMENT

I offer to do the work at the rates entered in the schedule of rates on the reverse which I have signed and I understand that no fixed quantity of work is given to me to do that in starting work I am only given a place to work in or to deposit materials on, and that I have no claim to more than one unit of work as entered in the Schedule or Rates. I agree that all works done and materials delivered shall be subject to the approval of the Controller of stores, Who may, reject and decline to pay for whatever may be in his opinion inferior or defective or either and I agree that the Standard Specifications contained in the Works Hand Book Part-III corrected upto Printed/ Advance Correction Slip No.....Dated .....and sanitary Works Hand Book corrected upto Printed/Advance Correction slip No.....dated.....of West Central Railway in so far as they are not over rule by items of this agreement, shall be deemed part of this agreement.

I agree that no work under this work order shall be assigned or sublet without the previous written approval of the CONTROLLER OF STORES.

I agree that my work may be stopped at any time by the controller of stores on his giving me or my agent on the works seven days notice in writing and I agree that the measurement of my works shall be made by the stores officers at any time appointed by him in writing subsequent to the expiry of the said notice and measurement shall be made by him at the said time whether I am present or not and that no payment for work done and approved materials delivered at site of works as ascertained by the said measurement. I shall have no further claim against the railway and I agree that any dispute arise on matters connected with this agreement, the same shall be referred to a person to be nominated in his behalf by the.....for the time being of the Railway, whose decision in writing shall be final and binding on both parties.

I agree that any claim I have to make shall be made in written within seven days of date of measurement taken by the engineer as aforesaid and that any claims in respect of such measurement made more than seven days after taking of such measurement shall be deemed to have waived by me.

I agree to indemnify the Railway against any claims which may be made under workmen's compensation Act 1923.

WITNESS

CONTRACTOR

Name .....

Name.....

Address.....

Address.....

Note:- If the agreement is for a work for which a special act of the legislature exist e.g. The Indian Mines Act the agreement should include a clause indemnifying the Railways against all claims arising of provision of such Act.

I agree to pay the rates at .....% above/below Schedule of rates as applicable to .....Division set forth in the schedule of rates herein for finished and approved work.

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West Central Railway  
For President of India  
Date.....

I/We agree to complete the works herein set forth and to maintain the same for a period of 36 Calendar months or up to 30.04.2018 whichever is earlier in conformity with the document herein referred to, and all the conditions therein mentioned shall be deemed and taken to be part of this contract as if the same had been fully set forth therein.

Signature of witness with address

Signature of contractor.....

Note: - Tender will only be considered for full quantity (i.e. 06 Nos.). All vehicles should have commercial registration (taxi permit) only and should be submitted along with EMD and tender cost otherwise their offer will be summarily rejected.

Website address: - [www.wcr.indianrailways.gov.in](http://www.wcr.indianrailways.gov.in)

**For Controller of stores**

**Contractor**  
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**GENERAL TERMS AND CONDITIONS**

1. The tender shall accompany with the following:-
  - (a) Schedule and terms and conditions duly signed by the tenderer at appropriate place.
  - (b) Attested copies of Partnership deed and power of attorney given by partners/Boards for executing the work and to receive the payments.
  - (c) Credentials of having executed similar work in Govt./Semi Govt. Or public Undertakings
  - (d) Registration papers of all 06 vehicles indicating the vehicles proposed for supply are the commercial vehicle having registered under taxi quota.
2. The tender shall accompany with earnest money in the form of FDR/TDR issued by Nationalised bank, West Central Railway, Jabalpur for an amount of Rs.42,61 128.00 (Rupees forty two lakh sixty one thousand one hundred twenty eight only) in favour of FA & CAO/WCR, Jabalpur". Tenders without earnest money will be summarily rejected. Earnest money submitted in the form of indemnity Bond/Pay slip will be summarily rejected.
3. The successful tenderer shall be required to deposit "Performance Guarantee" for the due and faithful fulfillment of the contract. The "Security deposit" shall be deducted from the running bills as per the extent rules. The performance guarantee shall be deposited in favour of " FA & CAO/WCR, Jabalpur". The amount of the performance guarantee will be as applicable as per general conditions of contract on the annual contract value.
4. Tenderers, who downloaded the tender forms from the website should remit the filled tender booklet along with **tender cost of Rs. 3000.00 in the form of DD/Pay-order & Earnest money of Rs. 85,230.00 in form of FDR/TDR/DRC in favour of FA&CAO/WCR/JBP**; failing which, the tender will be summarily rejected.
5. The tenderer shall keep his offer open for minimum 90 days. The validity of offer of 90 days shall be binding.
6. The tenderer shall quote unit rate for all the items mentioned in the schedule of work. **The rate for each item shall be inclusive of all Taxes, duties, octroi, Transportation charges etc unless it is specifically mentioned in quote any of the above charges separately.** If unit rate for all the items mentioned in the schedule of work are not quoted, the tender will be treated as incomplete tender and will be liable for rejection.

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7. The Railways reserve the right to increase or decrease the quantity of items mentioned under schedule of work or to delete any item altogether.
8. The rates quoted by the tenderer and accepted by Railway Administration shall hold good till completion of work and no additional individual claim will be admissible on account of fluctuation in market rates increase in taxes levies/toll etc.
9. The contractors should furnish telephone numbers provide of their office & residences, which should be attended by responsible persons. It is desirable to the contractor to have mobile phone in working condition
10. The Commercial tax, Income Tax and surcharge on income tax etc shall be deducted from the payment made by Railway as per extent rules.
11. Railway reserves the right to reject all or any of tenders without assigning any reason thereof or to relay or to change any of the conditions specifications stipulated in the tender.
12. The successful tenderer shall be required to execute an agreement after depositing "Security Deposit" within seven days from the date of issue of acceptance letter. If the contractor fails to execute the agreement, it will be presumed that contractor has resealed his offer and in this case the earnest money/security deposit may be forfeited.
13. Should there be any dispute of any kind the same shall be resolved through arbitration.
14. In addition to above terms and conditions the "Railways General Conditions of contract shall also be in force to govern the contract".
15. Rates shall be filled in both in words & figures. In case of any ambiguity, the lowest rate between the words & figures shall be considered and accordingly total amount for the item shall be evaluated and considered.
16. Tenderers may enclose with their offer any other documents containing explanatory memorandum, catalogue etc. if they so desire.
17. No erasures, alterations or overwriting are permitted on the tender form and ambiguity should be avoided in filling the tenders.
18. The tenderer should sign each page of the tender booklet at the bottom. Reference to the total number of pages comprising the offer may also be indicated on the right hand corner of the first sheet.
19. In the event of tender being submitted by a firm, it must be signed by the Sole proprietor or in the event of the firm being a partnership, by at least one of partners of the said partnership firm, indicating clearly that the tender is on behalf of the partnership firm and the tender is being signed on their firm's behalf by a person holding a Power of Attorney. Where the tenderer is a company registered under Companies Act, tender shall be submitted in a manner as directed in the Company's Articles of Association.

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20. Tenderers must ensure that the conditions laid down for submission of the offers are completely and correctly fulfilled. Tenders, which are not complete as stated above may be summarily rejected. All formats should be filled without leaving any column unfilled.

21.If the tenderer deliberately gives wrong information in his tender or wrongly creates circumstances for the acceptance of his tender, the Railway reserves the right to reject such tenders at any stage.

22. All offers should be written in ink or typed neatly. All offers should be in English language. Tenders complete in all respects should be deposited in the Tender BOX maintained for the purpose in the office of the COS/WCR, Jabalpur so as to reach before the time and dated stipulated in the tender notice.

23. Terms of Payment cannot be different from what is provided by the terms and conditions of the Tender. Advance payment or any payment merely on delivery/preparation of documents/ specification like study report, perspective report, plans report etc. is NOT permitted.

24. The tenderer is required to provide details of their experience in similar assignments/works and regarding the credentials/standing of their firm along with their offer. The mandatory requirement of adhering to certain qualifications for participating in this tender may be noted by the tenderers.

25 The tenderers should also submit a self attested Photostat copy of their current Income Tax Clearance Certificate complete in all respects. Failure to produce the Income tax Clearance Certificate may result in their offer being ignored.

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**Special Conditions of the Contract**

- (1) The contractor is to follow strictly all the items and conditions specified below for his compliance to the contract.
- (2) The above work is required to be completed in all respects within 36 months or by 30/04/2018 from the date of receipt of acceptance letter whichever is earlier.
- (3) The vehicles should be in good condition both from outside and inside in all respects and the make of vehicles shall not be older than six months or Ex-showroom 8000 Kms whichever is earlier from the date of LOA however new vehicles shall be preferred. The user officer or the competent authority shall reserve the right to refuse any vehicle older than six months, particularly if the vehicle is not in a good condition. In case, if the officer using the vehicle or the competent authority are not satisfied with the look/condition/working/performance of the supplied vehicle even if newer than six months, a better vehicle will have to be provided by the tenderer within three days alongwith alternate arrangement for the interim period.
- (4) The contractor shall ensure that least inconvenience is caused to any of the occupants within the work premises.
- (5) If any deviation from the specification is felt necessary, the Competent Authority shall approve before proceeding with the work.
- (6) It is the responsibility of the contractor to take due care of the vehicles and services till completion of the contract. Railways will not bear any responsibility for any damages occurred to any of the vehicles and services or drivers in course of execution of the work, by any reason. The contractor will nominate a representative by name and give his contact mobile and landline number to the nominated officer and the user officers as the case may be. The nominated person shall be contacted for all kind of problems arising during operation of this contract. If the nominated person is unable to resolve the complaint it may be treated as bad performance.
- (7) The contractor shall make good all damages if any caused by his vehiclemen.
- (8) The authorised representative of COS/WCR/JBP shall sort out all disputes arising out of execution of work.
- (9) The vehicles are proposed to be hired on monthly rent basis for a period of 36 months or upto 30.04.18 whichever is earlier with the condition that giving one-week notice, the agreement could be terminated in Part or Full as the case may be.
- (10) Period of hiring could be extended up to 25% of the contract period by the competent authority or more at the descretion of the Railway Administration.
- (11) The vehicle will generally be required to be run in Jabalpur area, however the same could be taken out of Jabalpur, if required. If taken outside all the Toll Tax, Octroi on way will be paid by the driver in lieu of the contractor. The contractor should make provision of necessary fund available with the driver during the journey to meet expenses for fuel and break down if required.

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(12) The vehicle will generally run during day time for 12 hours, except of that hired for 24 hrs duty and on all the 365 days in a year. However the vehicle could be used during night time also, if needed.

(13) There will be one day off in a week; generally on Sundays. However contractor shall provide the vehicle if required by the administration on Sunday or weekly off days also. In lieu of any such working on off day rest may be provided in the same month if possible. In any case no additional payment on this account shall be made.

(14) The mileage meter of the vehicles will be counted from the office of COS/WCR or the GM's office as the case may be.

(15) Oil, fuel etc required for the vehicle should be made available before start of duty hours. Any excuse of insufficient fuel/oil will invite a fine of Rs.500/- for each such instance depending on the judgement of the user officer.

(16) Availability of mobile phones with the vehicle drivers is essential. Non availability/non attendance of mobile phone by drivers will be treated a default. The uniform of white trouser and light blue shirt must be provided to drivers. Drivers will conduct themselves with courtesy/decorum and will not engage themselves in any unlawful activities. They will drive the vehicle properly keeping the comfort of users in mind. While driving they will observe the traffic rules and regulations. In case of the non compliance of the above conditions driver shall be replaced within 3 (three) days. In addition, a fine of Rs.500.00 for each such default /instance is liable to be imposed and deducted from the contractor's bill. Frequent change of Drivers will not be permitted. Change of Drivers should be done only with the prior consent of the user officers.

(17) In case of failure of vehicles, arrangement for alternative vehicle is to be made by the contractor immediately within 30 minutes failing of which no charges will be paid on that day and a penalty of Rs. 2000/- per day will be imposed and deducted from the contractor's bill. If alternate vehicle is provided with delay and used by the officer a fine as deemed appropriate by the user officer depending upon the merit, not less than Rs.500.00 subject to maximum Rs.2000.00 may be imposed.

(18) In case of failure on part of the contractor to provide alternate vehicle within 30 minutes, the user officer will be at liberty to hire any other vehicle at whatever cost without requiring the user officer to obtain any quotation etc. and the expenditure incurred in arranging the alternate vehicle in addition to a fine of Rs.500.00 per day as above will be deducted from the contractor's bill based on the documentary evidence or the declaration by the use officer as the case may be.

(19) Notwithstanding the fines provided for each instance/default under para 15, 16 and 17 the contractor shall be liable to be fined up to Rs. 2000.00 per day maximum at the sole discretion of the administration for all the default on part of the contractor or on part of any of his/their agents/nominated persons/drivers or workmen to observe or to perform any of the terms and conditions of contract. In addition, any other loss/damage/additional expenditure to the Railway Administration /public property shall also be recoverable. The imposition of any such fine shall be without prejudice to the other rights and remedies of the administration under this agreement or by General Law. Any appeal against such fine shall be made to the Controller of stores Officer, West Central Railway, Jabalpur whose decision on the contractor's appeal shall be final.

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(20) Notwithstanding anything contained in the other clauses of the agreement in the event of unsatisfactory service or any failure breach of non-observation at any time by the contractor of the terms and provision of this agreement to the satisfaction of the administration in all respects, which shall be the sole judge and whose decision shall be final. Then it shall be lawful for the administration without prejudice to all or any or other right and remedies to make any other arrangements it may consider necessary and forthwith terminate this contract without any previous notice to the contract in case of such termination the security deposit shall be forfeited by the administration and contractors shall have no claim whatsoever against the administration in consequence of such termination of the contract.

(21) Regulations/Compliance of labour laws, hours of employment, Insurance and any other Act/Provision etc. enforce from time to time (in connection with the use of the vehicle) is the duty/responsibility of the owner of the vehicle, West Central Railway will be using the vehicle as a passenger only.

(22) Hours of Employment Regulation: The contractor shall be responsible for compliance with the provision of the hours of employment regulation in respect of the staff employed by him in the manner decided upon by the appropriate authorities.

(23) The Vehicle drivers nominated by the contractor should have a valid licence to drive the vehicle as per the extent provisions of the Government. He/they should have through knowledge of traffic regulations, road rules etc as related with driving of road vehicles. He/they should be capable to present himself/themselves relating information of the vehicle to the traffic authorities or otherwise, as and when required.

(24) The contractor shall not sublet, assign or transfer this contract or any rights or benefits hereunder to any other person or persons, nor shall the contractor take partners without the prior written consent of Controller of stores, West Central Railway, Jabalpur.

(25) The contractor in addition to the indemnity provided by law shall indemnify the Railway administration against all liability whatsoever to pay compensation under Workmen Compensation Act 1923 as amended from time to time in respect of any accident/injury to any labour employed by him under this contract or compensation in respect of any claim arising out of or in the course of employment under this contract.

(26) The contractor shall comply with the provision of payment of wages act and the minimum wages act or any other rules made there under as amended form time to time in respect of all employees employed by him in connection with this contract.

(27) The contractor should agree to keep the Railway administration indemnified against any and every other losses, damages by reason of the operation of this contract or by reason of any negligence, default action or omissions on the part of the contractor or his workmen suffered by to any property of the Railway administration and /or any property of any other person lying or being on premises belonging to the Railway administration.

(28) The contractor will maintain a logbook for recording the journey undertaken. The authorised officials of COS/WCR or the department concerned shall sign each trip undertaken.

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(29) At the end of every calendar month, the contractor shall submit his bills in quadruplicate within ten days from the end of each calendar month to the nominated representative of the Railway administration. The nominated representative of the Railway administration shall verify and forward the bills with penalty statement if any for payment. Payment will be arranged either by cheque or through Divisional Cashier, West Central Railway, Jabalpur at the discretion of the Railway administration.

(30) No alteration is allowed in the agreement unless entered through subsidiary agreement signed by both the parties.

(31) The work to be undertaken by the contractor under the provisions of this contract shall at all times and from time to time be carried out to the entire satisfaction of the Railway Administration. Any failure on the part of the contractor and for these conditions, may invite penalty.

(32) No claim of depreciation shall be admissible against the Railway Administration in respect of cash deposits or containment securities.

(33) The Railway administration reserves the right to forfeit the SD/PG proportionate to any one or more vehicles when there is continuous/frequent/repeated failures/defaults in respect of such vehicles and for such reasons the contract in respect of such vehicle/vehicles is required to be cancelled, such part cancellation shall be without affecting the rest of the contract.

(34) The security deposit will be returned to the contractors within six calendar months after the termination of the contract. In the event of any dispute between the Railway administration and the contractor or between the contractor and the labours or any money due to the Railway Administration in reference to this contract, the Railway administration shall not return the security deposit unless the dispute is settled. Contractor shall have no claim for compensation for any such retention made by the Railway administration.

(35) Liability to pay any kind of Taxes & Duties lies with the contractor and Railway reserves the right to deduct the applicable Taxes & Duties from the contractor's bill.

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## **Additional Special Conditions of Contract:**

### **SETTLEMENT OF DISPUTES**

1. The settlement of disputes and differences arising out of contract shall be done as per clauses 63 and 64 of General Conditions of Contract.1999.
2. Claims to be restricted to 20 % of contract value- The provision of clause 63 & 64 of General Conditions of contract will applicable only for settlement of claims or disputes between the parties for value less than or equal to 20 % of the value of the contract and when claims of disputes are of value more than 20% of the value of the contract, provision of clause 63 & 64 and other relevant clause of the General Conditions of Contract will not be applicable and arbitration will not be remedy for settlement of such disputes.
3. Excepted matters not be referred to arbitration.
- 3.1 In terms of clause 63 of General Conditions of Contract-1999 the disputes and differences, for which provision has been made in following clauses of General Conditions of Contract of the contract, shall be deemed as 'Excepted matters decisions of the Railway authority thereon shall final and binding on the contractor and these "Excepted matters" shall stand specifically excluded from the purview of the arbitration clause and not referred to arbitration.

Clause 8 Assistance by the Railway for the stores to be obtained by contractor

Clause 18(1) Illegal Gratification

Clause 18(2) Monetary dealings with any employee of the Railway

Clause 22(5) Meaning and intent of specification and drawings

Clause 39(1) Rates for extra items of works

Clause 39(2) Payment to the contractor for work executed before determination of rates

Clause 43(2) Signing of 'No claims' Certificate

Clause 45(a) Objections to recorded measurement within seven days.

Clause 55 Provisions of payment of wages Act.

Clause 55 – A (5) Recovery from contractor wages paid to contractors labour

Clause 57 Provision of workmen's Compensation Act.

Clause 57- A Provision of Mines Act.

Clause 61( 1) Right of Railway to determine the contract.

Clause 61 (2) Payment on determination of contract

Clause 62 (1) to (xiii) (B) Determination of contract owing to default of contractor.

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- 3.2 In terms of clause 63 of General Conditions of Contract-1999 the disputes and differences, for which provision has been made in "Special Conditions of Contract" included in tender documents, shall also be deemed as 'Excepted Matter' and decisions of the Railway authority thereon shall be final and binding on the contractor and these 'Excepted Matter' shall stand specifically excluded from the purview of the arbitration clause and not referred to arbitration.
4. Arbitrators to be appointed by General Manager of Railways. The Arbitration Tribunal shall consist of working Gazetted Officers of Railway and such tribunal shall be appointed only by the General Manger of the Railways.
5. The Claimant Contractor shall seek reference to Arbitration to settle the disputes only within the ambit of conditions of mentioned above.

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सामान्य शर्त एवं निबंधन

- 01 निविदा के साथ निम्न दस्तावेज प्रस्तुत किए जायें –
  - क/ निविदाकर्ता द्वारा निर्धारित स्थान पर विधिवत् हस्ताक्षरित अनुसूची तथा शर्तें व निबंधन
  - ख/ भागीदारों/बोर्ड द्वारा कार्य के निष्पादन और भुगतान प्राप्ति के लिए भागीदारी विलेख तथा मुख्तारनामे की सत्यापित प्रतिलिपियाँ
  - ग/ सरकारी/अर्द्धसरकारी या सार्वजनिक उपक्रम में इसी प्रकार के कार्य करने का प्रत्यय-पत्र
  - घ/ सभी 06 वाहनों के पंजीकरण के कागजात जिनमें इस बात का उल्लेख हो कि आपूर्ति किये जाने वाले ये वाहन वाणिज्यिक वाहन हैं और टैक्सी कोटा के अंतर्गत पंजीकृत हैं ।
  - ङ/ निविदाकर्ता को ऐसे कागजात प्रस्तुत करने होंगे जिनसे पता चल सके कि उसे पिछले तीन वर्षों में इसी प्रकार के विज्ञापित निविदा लागत की न्यूनतम 35 प्रतिशत लागत के कम से कम एक कार्य का अनुभव प्राप्त है ।
  - च/ निविदाकर्ता के पास पिछले तीन वर्षों में इसी प्रकार के कार्य के लिए विज्ञापित निविदा लागत की 150 प्रतिशत राशि प्राप्त करने का साक्ष्य होना चाहिए ।
- 02 निविदा के साथ वित्त सलाहकार एवं मुख्य लेखा अधिकारी, पश्चिम मध्य रेलवे, जबलपुर के पक्ष में राष्ट्रीयकृत या अनुसूचित बैंक द्वारा जारी रु. 85,230/- के एफडीआर/टीडीआर के रूप बयाना राशि संलग्न होना चाहिए । यह राशि नकद रूप में मंडल खज्जांची, पश्चिम मध्य रेलवे, जबलपुर के पास भी जमा की जा सकती है । उक्त बयाना राशि ठेकेदारों से भी स्वीकार की जाएगी । बगैर बयाना राशि वाली निविदाओं को निरस्त कर दिया जायेगा । इसी प्रकार क्षतिपूर्ति बांड/वेतन पर्ची के रूप में प्रस्तुत की गई बयाना राशि भी अस्वीकृत कर दी जायेगी ।
- 03 सफल निविदाकर्ता को ठेके की विश्वसनीय पूर्ति के लिए निष्पादन गारंटी जमा करना होगी । सुरक्षा निधि की कटौती वर्तमान नियमों के अनुसार चालू बिलों से कर ली जायेगी । निष्पादन गारंटी वित्त सलाहकार एवं मुख्य लेखा अधिकारी, प.म.रेल, जबलपुर के पक्ष में जमा की जाए । निष्पादन गारंटी की राशि वार्षिक ठेका लागत पर ठेके की सामान्य शर्तों के अनुसार होगी ।
- 04 ऐसे निविदाकर्ता जिन्होंने निविदा प्रपत्र डाउनलोड किया है, वे भरी हुई निविदा-पुस्तिका निविदा लागत रु.3000/-/डीडी/पे आर्डर के रूप में तथा रु. 85,230/- की बयाना राशि एफडीआर/टीडीआर/डीआरसी के रूप में वित्त सलाहकार एवं मुख्य लेखा अधिकारी के पक्ष में जमा करें अन्यथा निविदा निरस्त कर दी जायेगी ।
- 05 निविदाकर्ता अपने प्रस्ताव कम से कम 90 दिनों के लिए खुला रखेंगे । 90 दिनों के प्रस्ताव की वैधता बाध्यकारी होगी ।
- 06 निविदाकर्ता कार्य की अनुसूची में वर्णित सभी मदों की यूनिट दरों को उद्धृत करेगा । प्रत्येक मद की दर में सभी कर शुल्क, चुंगी कर, परिवहन प्रभार आदि शामिल रहेंगे जब तक कि इसका उल्लेख अनुसूची में वर्णित सभी मदों की युनिट दर उद्धृत नहीं की गई तो निविदा को अपूर्ण मानकर उसे निरस्त कर दिया जायेगा ।
- 07 रेल प्रशासन के पास यह अधिकार सुरक्षित रहेगा कि वह कार्य की अनुसूची में वर्णित मदों की मात्रा को बढ़ाए या कम करे या समाप्त करे ।
- 08 निविदाकर्ता द्वारा उद्धृत तथा रेल प्रशासन द्वारा स्वीकृत दर कार्य पूरा होने तक यथावत् रहेंगी । बाजार की दरों में घट-बढ़ या लेवी/मार्ग कर आदि में बढ़ोत्तरी के कारण किसी अतिरिक्त दावे को स्वीकार नहीं किया जायेगा ।

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- 09 ठेकेदार अपने कार्यालय व निवास के टेलीफोन नम्बर लिखकर दें । इन्हें कोई जवाबदार व्यक्ति उठाए । ठेकेदार के पास चालू हालत में मोबाईल हो तो बेहतर होगा ।
- 10 रेल प्रशासन मौजूदा नियमों के अनुसार भुगतान की गई राशियों से वाणिज्यक कर, आयकर तथा आयकर पर अधिभार आदि की कटौती करेगा ।
- 11 रेलवे के पास यह अधिकार होगा कि वह बिना कारण बताए सभी या किसी निविदा को निरस्त कर दे या निविदा में दी गई किसी शर्त या विनिर्देशन को यथास्थिति रहने दे या उसमें परिवर्तन कर दे ।
- 12 सफल निविदाकर्ता को स्वीकृति पत्र जारी करने की तिथि से सात दिनों के भीतर सुरक्षा निधि जमा करके एक करार करना होगा । यदि ठेकेदार करार नहीं कर पाता तो यह माना जाएगा कि ठेकेदार ने प्रस्ताव वापस ले लिया है और ऐसी स्थिति में उनकी बयाना राशि/सुरक्षा निधि जब्त कर ली जाएगी ।
- 13 किसी भी विवाद की स्थिति में उसका निपटारा पंचाट से किया जायेगा तथा अंग्रेजी में उल्लेखित शर्तों को अंतिम माना जायेगा ।
- 14 उक्त शर्त व निबंधन निविदाकर्ता के मार्गदर्शन के लिए हैं तथापि रेल प्रशासन की ठेके की सामान्य शर्तें निविदाकर्ता पर लागू होंगी ।
- 15 दर की प्रविष्टि शब्दों में तथा अंकों दोनों में की जाये । इसमें कोई संदेह होने पर शब्दों व अंकों में जो भी न्यूनतम होगा, उसे माना जाएगा और उसी के अनुसार मद की राशि की गणना की जायेगी ।
- 16 निविदाकर्ता चाहें तो अपने प्रस्ताव के साथ व्याख्यात्मक पत्रक, सूची पत्र आदि वाले दस्तावेज संलग्न कर सकते हैं ।
- 17 निविदा पत्र में काट-पीट, सुधार या लिप्त लेखन न किया जाए । निविदा इस प्रकार भरी जाए कि किसी प्रकार का संदेह न हो ।
- 18 निविदा पुस्तिका के प्रत्येक पृष्ठ में नीचे की तरफ निविदाकर्ता के हस्ताक्षर होंगे । पहली शीट के दाहिने और किनारे पर प्रस्ताव में कुल कितने पृष्ठ हैं, इसका उल्लेख किया जाये ।
- 19 यदि निविदा प्रस्तुत करने वाली कोई फर्म हो तो उस पर पूर्ण स्वामित्व वाले व्यक्ति के हस्ताक्षर होना चाहिए । यदि फर्म भागीदारी में हो तो भागीदारी में शामिल कम से कम एक भागीदार उस पर हस्ताक्षर करे और यह उल्लेख भी करे कि निविदा भागीदार फर्म की ओर से है और निविदा पर मुख्तारनामाधारी व्यक्ति की ओर से हस्ताक्षर किये जा रहे हैं । यदि निविदाकर्ता कोई कम्पनी है जो कम्पनी अधिनियम के तहत पंजीकृत है तो निविदा कम्पनी की नियमावली में दिए गए निर्देशानुसार प्रस्तुत की जाये ।
- 20 निविदाकर्ता यह सुनिश्चित कर लें कि प्रस्ताव प्रस्तुत करने की शर्तें सही तरीके से पूरी कर ली गई हैं । यदि ऐसा नहीं किया गया तो निविदा निरस्त कर दी जायेगी । प्रपत्र में सभी कॉलम भरे जाएं और किसी भी कॉलम को खाली न छोड़ा जाए ।
- 21 यदि निविदाकर्ता जानबूझकर कोई गलत जानकारी देता है या निविदा स्वीकार किए जाने हेतु गलत ढंग से परिस्थिति उत्पन्न करता है तो रेल प्रशासन को अधिकार होगा कि वह निविदा को निरस्त कर दे ।

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- 22 सभी प्रस्ताव साफ अक्षरों में स्याही से लिखे जाएं या टाइप किए हुए हों और अंग्रेजी में हों । पूर्ण रूप से भरी गई निविदा, भंडार नियंत्रक, जबलपुर कार्यालय में इसी काम के लिए रखे गए बॉक्स में इस प्रकार डाली जाए कि वह निविदा सूचना में दर्शाई गई तिथि व समय तक प्राप्त हो जाये ।
- 23 भुगतान की शर्त निविदा की शर्त व निबंधन से अलग नहीं होगी । अग्रिम भुगतान या दस्तावेज/विनिर्देशन यथा – अध्ययन रिपोर्ट, परिप्रेक्ष्य/योजना रिपोर्ट आदि की सुपुर्दगी/तैयारी मात्र पर कोई भुगतान नहीं किया जायेगा ।
- 24 निविदाकर्ता इसी प्रकार के आबंटन/कार्य के अपने अनुभव का ब्यौरा तथा प्रत्यय पत्र/अपनी फर्म के प्रत्यय पत्र की स्थिति के बारे में ब्यौरा देंगे । निविदाकर्ता इस निविदा में शामिल होने हेतु आवश्यक अर्हता को ध्यान में रखेंगे ।
- 25 निविदाकर्ता निविदा के साथ हर प्रकार से पूर्ण चालू वर्ष का आयकर निपटान प्रमाण पत्र जमा करें या उसकी फोटो कॉपी जमा करें अन्यथा उनकी निविदा निरस्त कर दी जायेगी ।

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**ढेके की अतिरिक्त विशेष शर्ते**

- 01 ढेकेदार ढेके के अनुपालन के लिए नीचे दी गई मर्दों का कड़ाई से पालन करेंगे—
- 02 उक्त कार्य स्वीकृति पत्र प्राप्त होने की तिथि से 36 माह के भीतर या 30.04.2018 तक हर प्रकार से पूरा किया जाए ।
- 03 वाहन अंदर एवं बाहर से हर प्रकार से सही हालत में हो तथा स्वीकृति पत्र की तिथि से 6 माह या 8000 कि. मी. दोनो में से जो पहले हो से अधिक पुराना न हो । नए वाहनों को प्राथमिकता दी जाएगी । उपयोगकर्ता या सक्षम अधिकारी छह माह से अधिक पुराने वाहनों को अस्वीकृत कर सकते हैं विशेषकर तब जब वे ठीक हालत में न हो। उपयोगकर्ता या सक्षम अधिकारी छह माह से कम पुराने वाहनों को भी अस्वीकृत कर सकते हैं अगर वे उनकी दशा कार्यकुशलता आदि से संतुष्ट न हो या अरुचिकर लगे । वैकल्पिक व्यवस्था के साथ ही इस प्रकार के वाहनों को तीन दिन के भीतर बदलना होगा।
- 04 ढेकेदार यह सुनिश्चित करेंगे कि वाहन में बैठने वालों को कोई असुविधा न हो ।
- 05 विनिर्देशक से यदि कुछ घट—बढ़ जरूरी लगे तो सक्षम अधिकारी वह कार्य करने से पहले अपना अनुमोदन देंगे ।
- 06 ढेकेदार की जवाबदारी होगी कि वह संविदा अवधि में वाहन की पूरी देखरेख और सर्विसिंग का ध्यान रखे । किसी कारण से किसी वाहन या सेवा को या चालक को कार्य के दौरान कोई क्षति पहुंच तो रेल प्रशासन इसके लिए जवाबदार नहीं होगा । ढेकेदार अपना एक प्रतिनिधि मनोनित करेंगे जिसका नाम स्थिर दूरभाष एवं मोबाईल संख्या उपयोगकर्ता या सक्षम अधिकारी को देंगे । वर्तमान संविदा से संबंधित हर समस्या के लिए नामित व्यक्ति से संपर्क किया जायेगा । अगर नामित व्यक्ति समस्या का समाधान करने में विफल रहता है तो इसे ढेकेदार की विफलता मानी जाएगी ।
- 07 ढेकेदार के वाहन या उनके कर्मचारी द्वारा कोई क्षति हो तो वे उसकी पूर्ति करेंगे ।
- 08 वाहन की सेवाओं के दौरान यदि कोई विवाद हो तो भंडार नियंत्रक अधिकारी, प0म0रेल, जबलपुर के अधिकृत प्रतिनिधि उसका निपटारा करेंगे ।
- 09 वाहन 36 माह या 30.04.2018 दोनों में से जो पहले हो तक के लिए किराए पर प्रस्तावित है परन्तु एक सप्ताह की सूचना पर अनुबंध कभी भी आंशिक या पूर्ण रूप से निरस्त किया जा सकता है ।
- 10 रेल प्रशासन अपनी सुविधानुसार वाहन किराए पर लेने की अवधि को अनुबंध अवधि के पच्चीस प्रतिशत तक या अधिक समय के लिये बढ़ा सकता है।
- 11 वाहन को जबलपुर क्षेत्र में चलाया जाना है लेकिन आवश्यकतानुसार उसे जबलपुर के बाहर भी ले जाया जा सकता है ऐसी स्थिति में वाहन चालक के पास पर्याप्त राशि होना चाहिये जिससे कि वह ईंधन एवं टॉल टैक्स आदि चुका सके।
- 12 वाहन आमतौर पर दिन में 12 घंटे के लिए चलाया जाएगा लेकिन आवश्यकता पड़ने पर रात में भी उसका उपयोग किया जा सकता है ।

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- 13 सप्ताह में सामान्यतः रविवार को एक दिन छुट्टी रहेगी लेकिन प्रशासन की आवश्यकतानुसार रविवार या सप्ताह में सातों दिन वाहन का उपयोग किया जा सकता है । रविवार या किसी अवकाश में किए गए वाहन के उपयोग के बदले अगर संभव हो तो, उसी माह में या किसी अन्य दिन अवकाश दिया जा सकता है । किसी भी स्थिति में इस प्रकार किए गए वाहन के उपयोग के लिए अतिरिक्त भुगतान नहीं किया जाएगा ।
- 14 वाहन के माइलेज मीटर की गणना भंडार नियंत्रक या महाप्रबंधक कार्यालय या रेलवे चिकित्सालय, जैसी भी स्थिति हो, से की जायेगी ।
- 15 वाहन के लिए तेल, इंधन आदि की व्यवस्था ड्यूटी चालू होने के पहले कर दी जाए । इस या किसी अन्य कारण से वाहन यदि स्टैंड पर मौजूद नहीं रहता तो उपयोगकर्ता अधिकारी ऐसे प्रत्येक मामले में 500/- (पांच सौ रुपये) का अर्थ दण्ड लगा सकता है ।
- 16 चालक के पास मोबाइल फोन का न होना या फोन न उठाना कदाचार माना जाएगा । चालक को नीली कमीज एवे सफेद पायजामा अनिवार्य रूप से दिए जाएँ । वाहन चालक शिष्टाचार का पालन करेंगे और किसी गैर-कानूनी गतिविधि में हिस्सा नहीं लेंगे । वाहन चालक उपयोगकर्ता अधिकारी की सुविधा को ध्यान में रखते हुए एवं यातायात के नियमों व प्रावधानों का पालन करते हुए गाड़ी को चलाएँगे । उपरोक्त शर्तों का अनुपालन न करने की स्थिति में वाहन चालक को तीन दिनों के अंदर बदलना होगा वाहन चालक को बार- बार न बदला जाय एवं उपयोग कर्ता अधिकारी से इसकी पूर्वानुमति लेना आवश्यक होगा !
- 17 यदि वाहन खराब हो जाए तो ठेकेदार 30 मिनट के भीतर वैकल्पिक वाहन की व्यवस्था करेंगे अगर वैकल्पिक वाहन की व्यवस्था बिलंब से की जाती है और उपयोगकर्ता अधिकारी द्वारा इसका उपयोग किया जाता है तो उपयोगकर्ता अधिकारी अपने विवेकानुसार जुर्माना लगा सकता है जिसकी न्यूनतम राशि 500/- (पांच सौ रुपये) और अधिकतम राशि 2000/- (दो हजार रुपये) होगी ।
- 18 यदि ठेकेदार 30 मिनट में वाहन की व्यवस्था नहीं कर पाए तो उपयोगकर्ता अधिकारी दूसरा वाहन किराए पर लेने के लिए स्वतंत्र होंगे और उसके लिए उन्हें कोई कोटेशन वगैरह लेने की आवश्यकता नहीं होगी । वैकल्पिक वाहन को किराए पर लेने संबंधी दस्तावेज या उपयोगकर्ता अधिकारी द्वारा प्रस्तुत घोषणा-पत्र के आधार पर हुए खर्च की कटौती ठेकेदार के बिल से की जाएगी ।
- 19 ठेकेदार या उनके एजेंट/वाहन चालक या कर्मचारी द्वारा संविदा की शर्तों एवं विनियमों के उल्लंघन के लिए पैरा 15, 16 एवं 17 में लगाए गए हर्जाने की अधिकतम राशि 2000/- (दो हजार रुपये) प्रतिदिन होगी । इसके अतिरिक्त इन कारणों से रेलवे/सार्वजनिक संपत्ति को हुई क्षति का हर्जाना भी वसूल किया जाएगा । इस प्रकार लगाए गए जुर्माने के कारण प्रशासन को इस अनुबंध अथवा सामान्य नियमों के तहत प्राप्त अन्य अधिकार अप्रभावित रहेंगे । ठेकेदार द्वारा इस जुर्माने के विरुद्ध भंडार नियंत्रक/पमरे को अपील की जा सकती है जिसका निर्णय अंतिम एवं मान्य होगा ।
- 20 इस करार के अन्य उपखंडों में किसी बात के लेते हुए भी किसी समय ठेकेदार द्वारा करार के परंतुक एवं शर्तों का पालन नहीं करने या असंतोषजनक सेवा देने पर प्रशासन पूर्णरूपेण निर्णायक होगा और उसका निर्णय अंतिम होगा । तब प्रशासन के लिये यह विधिसम्मत होगा कि वह सभी या किसी या अन्य अधिकार व निवारण के प्रति बिना पूर्वाग्रह के अन्य ऐसी व्यवस्था कर ले जिसे वह आवश्यक समझे और बिना पूर्व सूचना के ठेके को रद्द कर दे । ऐसी स्थिति में प्रशासन सुरक्षा निधि को जब्त कर लेगा और ठेकेदार ठेका रद्द करने के परिणामस्वरूप प्रशासन के विरुद्ध कोई दावा नहीं कर सकेगा ।

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- 21 श्रम कानूनों, कार्य के घंटों, बीमा और वाहन के उपयोग के संबंध में समय-समय पर लागू अन्य अधिनियम/उपबंध आदि का विनियम/अनुपालन करना वाहन के मालिक की जवाबदारी व कर्तव्य होंगे । पश्चिम मध्य रेलवे प्रशासन एक यात्री के तौर पर वाहन का उपयोग करेगा ।
- 22 **कार्य घंटा विनियम** : ठेकेदार अपने नियुक्त स्टाफ के मामले में कार्य घंटा विनियम के अनुपालन के लिए उचित प्राधिकारी द्वारा निर्णीत ढंग से जवाबदार होगा ।
- 23 ठेकेदार द्वारा नियुक्त चालक के पास सरकार की मौजूदा व्यवस्थाओं के अनुसार वाहन चलाने का वैध लाइसेंस होना चाहिए । चालक को सड़क पर वाहन चलाने के बारे में यातायात विनियमों, सड़क के नियमों आदि का पूरा ज्ञान होना चाहिए । उसे इस बात में सक्षम होना चाहिए कि वह यातायात अधिकारियों या अन्य लोगों को आवश्यकता पड़ने पर वाहन के बारे में जानकारी दे सके
- 24 ठेकेदार इस ठेके को या किसी अधिकार या लाभों को किसी अन्य व्यक्ति को किराए पर नहीं देगा या हस्तांतरित नहीं करेगा, न ही ठेकेदार उप. मुख्य सामग्री प्रबन्धक अधिकारी, प0म0रेल, जबलपुर की पूर्वानुमति के बिना किसी भागीदार को रखेगा ।
- 25 ठेकेदार विधि द्वारा प्रदत्त क्षतिपूर्ति के अलावा इस ठेके के तहत नियोजन की अवधि में या उसके कारण किसी दावे के चलते इस ठेके या प्रतिपूर्ति के अंतर्गत उसके द्वारा नियुक्त किसी श्रमिक की दुर्घटना या चोट लगने के संबंध में यथासंशोधित कामगार प्रतिपूर्ति अधिनियम 1923 के तहत रेल प्रशासन को समस्त देयता पर प्रतिपूर्ति के भुगतान हेतु क्षतिपूर्ति होगा ।
- 26 ठेकेदार इस ठेके के दौरान उसके द्वारा नियुक्त कर्मचारियों के मामले में मजदूरी भुगतान अधिनियम तथा न्यूनतम मजदूरी अधिनियम के प्रावधानों का अनुपालन होगा ।
- 27 ठेकेदार को रेल प्रशासन को इस ठेके के परिचालन के कारण या रेल प्रशासन की किसी संपत्ति द्वारा उसकी या उसके कर्मचारी की किसी लापरवाही या चूक के कारण या और रेल प्रशासन के परिसर में मौजूद किसी व्यक्ति की सम्पत्ति को किसी या प्रत्येक नुकसान, क्षति पर नुकसान भरते रहने के लिए सहमत होना होगा ।
- 28 ठेकेदार एक लागबुक रखेगा जिसमें की जाने वाली यात्राएं दर्ज की जाएंगी । प्रत्येक खेप पर उप. मुख्य सामग्री प्रबन्धक अधिकारी का अधिकृत कर्मचारी/अधिकारी या विभाग के हस्ताक्षर होंगे ।
- 29 प्रत्येक कैलेन्डर माह के खत्म होने पर 10 दिन के भीतर ठेकेदार चार प्रतियों में रेल प्रशासन के नामित प्रतिनिधि के पास बिल जमा करेगा जो बिल को सत्यापित कर जुर्माना-विवरण, यदि हो, के साथ भुगतान हेतु प्रेषित करेंगे । भुगतान चेक द्वारा या मंडल खजांची, प0म0रेल, जबलपुर के द्वारा रेल प्रशासन के विवेकानुसार किया जायेगा ।
- 30 करार में किसी भी प्रकार का परिवर्तन उस समय तक नहीं किया जाएगा जब तक कि दोनों पक्षों से हस्ताक्षरित सहायक करार न किया गया हो ।
- 31 इस ठेके के प्रावधानों व शर्तों के तहत ठेकेदार द्वारा किया जाने वाला कार्य हर समय व समय-समय पर रेल प्रशासन के लिए संतोषजनक तरीके से किया जाए । कार्य निष्पादन में किसी भी विसंगति या कमी तथा अनुबंध की शर्तों के अनुसार कार्य करने की जवाबदारी ठेकेदार की होगी ।
- 32 रोकड़ जमा या समावेशन सुरक्षा निधि या अवमूल्यन के संबंध में रेल प्रशासन के विरुद्ध कोई भी दावा स्वीकार्य नहीं होगा ।

**Contractor**  
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- 33 बार-बार/लगातार/एक ही गाड़ी का अनेक बार विफल होने की दशा में रेलवे प्रशासन उक्त गाड़ी/गाड़ियों के लिए समानुपातिक सुरक्षा निधि/परफार्मेस गारंटी की राशि जब्त कर सकता है और इस कारण अनुबंध को आंशिक रूप से रद्द कर सकता है । अन्य गाड़ियों के अनुबंध यथावत रहेंगे ।
- 34 ठेका रद्द होने के बाद 6 कैलेन्डर महिनों के भीतर सुरक्षा निधि ठेकेदार को लौटा दी जाएगी । रेल प्रशासन तथा ठेकेदार के बीच अथवा ठेकेदार और कर्मचारी के बीच या ठेके के संदर्भ में रेल प्रशासन के लिए देय किसी धन के संबंध में कोई विवाद होने की स्थिति में रेल प्रशासन सुरक्षा निधि को उस समय तक नहीं लौटाएगा जब तक कि विवाद समाप्त न हो जाए । रेल प्रशासन द्वारा सुरक्षा निधि को अपने पास रोके रखने के संबंध में ठेकेदार प्रतिपूर्ति के लिए दावा नहीं कर सकेगा ।
- 35 सभी प्रकार के कर एवं प्रभार चुकाने की जबावदेही ठेकेदार की होगी । रेलवे प्रशासन सभी प्रभावी कर एवं प्रभार की कटौती ठेकेदार के बिल से करने का अधिकार सुरक्षित रखता है ।`

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