



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



TENDER DOCUMENTS FOR PROVIDING RENTAL CARS (Commercial) ON MONTHLY BASIS AND ON DAY TO DAY DEMAND BASIS AT CRWC, CORPORATE OFFICE, PRAGATI MAIDAN METRO STATION BUILDING, NEW DELHI.

(THROUGH ONLINE/OFFLINE MODE)

पंजीकृत एवं कॉर्पोरेट कार्यालय : भूतल, प्रगति मैदान मेट्रो स्टेशन बिल्डिंग, नई दिल्ली-110001, दूरभाष : 011-23379418, फ़ैक्स : 011-23379434
Regd. & Corp. Office : Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110001, Ph.: 011-23379418, Fax : 011- 23379434

Website : www.crowc.in

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprises)

Check list for online/offline submission of mandatory documents.

Sl. No.	Type of Documents	Submission	
		Yes	No.
1.	Cost of tender deposited through e-payment /offline mode		
2.	Tender processing through e-payment mode.		
3.	EMD deposited through e-payment /offline mode.		
4.	Experience Certificate - offline /online (uploaded)		
5.	Minimum average annual financial turnover proof document - offline /online (uploaded)		
6.	Valid service tax registration certificate - offline /online (uploaded)		
7.	PAN Card - offline /online (uploaded)		
8.	Copy of partnership deed/copy of certificate of incorporation and GPA (offline/online (uploaded)		
9	Self certificate of not having black listed		
10	Schedule of rates –offline/online (uploaded)		



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No. CRWC/Admin/Car Hiring/16-17/10932

Date: 23.03.2017

NOTICE INVITING TENDER (ONLINE /OFFLINE)

Online /Offline tender in two bid system are invited from competent and experienced taxi operators / authorized travel agencies for providing required numbers of cars (Commercial) with drivers on monthly rent basis and on demand basis as per following details.

SL. No.	NIT No.	Name of work	Earnest Money	Cost of tender document	Period of contract	Tendering Processing Fee	Pre- bid meeting	Last date & time of download of tender document	Last date & time of submission of tender including cost of tender, tender processing fee & EMD.	Time & date of opening of technical bid	Time and date of opening of financial bid
1.	CRWC/Admin/Car Hiring/16-17/ 10932 Dated: 23.03.2017	Providing rental car (Commercial) on monthly basis and on day to day demand basis at CRWC, Corporate Office, Pragati Maidan Metro Station Building, New Delhi.	Rs. 10,000/-	Rs. 500/-	Two (2) years	Rs. 575/- (i/c Service tax)	29.03.2017 at 14:30 a.m	31.03.2017 upto 4.00PM	03.04.2017 upto 3.00PM	03.04.2017 at 3:30 PM	Date to be notified later on by separate notification on e-tendering websites.

Tender document (non transferable) including terms of conditions and schedule can be seen/downloaded from the E-tendering websites i.e. www.tenderwizard.com/crwc, www.crwc.in, www.cewacor.nic.in, and www.tenderhome.com from 23.03.2017 to 31.03.2017 upto 4.00 P.M.

Tenderer who wishes to participate for online E-tendering, have to register once by depositing annual registration fee of **Rs.2300/-** through e-payment to our service provider M/s. Karnataka State Electronics Development Corporation Limited. Phone no.011-49424365. Website www.tenderwizard.com/crwc. For more information please visit the above website or contact to Mr. Nihal, Mobile no.8800991855.

Note:

Micro & Small Enterprises are encouraged to apply against the NIT. Procurement Policy for Micro and Small Enterprises (MSE's), October 2012, will be adopted, wherever applicable and in accordance with government guidelines related to NITs.

Bidders submitting the quotation under MSE category shall produce the certificate of registration under MSE category with its validity on date of submission of quote/ NIT.

MSE's having valid registration certificate are exempted from payment of tender cost and earnest money deposit.

Tender should be submitted online /offline upto the close time i.e. 3.00 P.M. on 03.04.2017 . Tenderes or their authorized representatives who may wish to witness the opening may attend the opening of the tender. Interested parties submitting their tender offline may submit their tender in the firm's letterhead in a sealed cover super-scribing the name of work i.e. **Providing rental cars on monthly basis and on day to day demand basis at CRWC, Corporate Office, Pragati Maidan Metro Station Building, New Delhi** to D.G.M (Engg.), Central Railside Warehouse Company Limited, Ground Floor, Pragati Maidan Metro Station Bldg. New Delhi -110001.

In case of offline mode,tender documents should be submitted in two envelope each separately for technical & financial bid (mention on the top of envelope) along with required documents as per technical qualification mentioned at para 03 of the "terms & conditions" in the envelope mentioned as "Technical Bid" up to 03:00 pm on 03.04.2017.

Technical bid will be opened at 3:30 pm on 03.04.2017 in the presence of representative of the interested parties who may opt to be present. Financial bids of only those tenders will be opened who will be found qualified in the technical bid. Tenders will remain valid for 90 days from the date of opening of technical bid.

Tenders not accompanied with full documents as mentioned at para 03 of terms & conditions of contract alongwith cost of tender documents, EMD and tender processing fee not deposited through E-payment mode (In case of online mode) shall be summarily rejected. In the event of any of the documents found tempered/altered/forged/fabricated then the EMD of the contractor would be forfeited and he/they would be debarred for future participation for the tenders of the works of CRWC for the next five years.

Note :

- (a) For Offline tender, the contractor should submit EMD & cost of tender in the form of demand draft /pay order/bankers cheque of any schedule bank issued in favour of Central Railside Warehouse Company Limited payable at Delhi and all the required documents duly self-attested along with the tender.

- (b) In case of online tender contractors are requested to deposit the EMD & cost of tender through e-payment /NEFT or RTGS and upload the scanned copy of all the above documents duly self attested alongwith the tender under valid digital signature / certificate.
- (c) The bank details for payment through e-payment /NEFT/RTGS is available on website www.tenderwizard.com
- (d) The contractor should carefully read the contents of the Notice Inviting Tender and ensure compliance of all requirements before submitting the tender. Non compliance of the instructions/directions contained in the NIT will lead to rejection of the tender.

Dy. General Manager (Engg.)

DISTRIBUTION FOR WIDE PUBLICITY

Manager (IT) for uploading on following websites:-

- i) www.tenderwizard.com /CRWC
- ii) www.tenderhome.com
- iii) www.cewacor.nic.in
- iv) www.crtc.in

2. Notice Board.

Copy to : 1.DGM (F &A) ,DGM (LOM), CRWC, C.O., New Delhi.
2. Manager (HR), CRWC, C.O., New Delhi.

TERMS & CONDITIONS GOVERNING THIS CONTRACT

1. PREAMBLE

CRWC (Central Railside Warehouse Company Ltd.) is a Public Sector Undertaking under the Ministry of Consumer Affairs, Food & Public Distribution with its main objective of setting up Railside warehouses across the country to provide effective logistics solutions to the trade. Its Corporate Office is located at Pragati Maidan Metro Station Building, New Delhi-110001.

2. SCOPE OF WORK

It is proposed to hire vehicles for official use at CRWC, Corporate Office, New Delhi from car rental agency, herein referred as “Contractor” for a period of Two (2) years extendable by one year on same rates, terms & conditions as per following details.

Category	Vehicle required	Required no. of vehicles	Year of Registration	Particulars	Monthly limit in Kms.	Daily duty hours	Days in a month
Cat-1	<u>Regular cars on monthly basis</u> HondaCity, Maruti SX4, Innova, Tata Safari, Hyundai verna, Toyota corolla or equivalent.	1	2016 or later	Air conditioned	2300 km	12 hrs	26 days
Cat-2	Swift Dezire/Indigo, Xcent, etios, Honda amaze or equivalent	1	2016 or later	Air conditioned	2300 km	12 hrs	26 days
Cat-3	Hatchback Type- Indica, Toyota Liva, Hyundai i-10, Ritz, Swift, Wagon R or equivalent	1	2016 or later	Non-Air conditioned	2300 km	12 hrs	26 days

	On demand basis – local					
Cat-1	HondaCity, Maruti SX4, Innova,Tata Safari,Hyundai verna,Toyota corolla or equivalent.	2016 or later	Air conditioned			
Cat-2	Swift Deziire/Indigo ,Xcent,etios,Honda amaze or equivalent	2016 or later	Air conditioned			
Cat-3	Indica, Toyota Liva, Hyundai i-10, Ritz, Swift, Wagon R or equivalent	2016 or later	Non-Air conditioned			
	On demand basis-outstation		Air conditioned			
Cat-1	HondaCity, Maruti SX4, Innova,Tata Safari,Hyundai verna,Toyota corolla or equivalent.	2016 or later	Air conditioned			
Cat-2	Swift Deziire/Indigo ,Xcent,etios,Honda amaze or equivalent	2016 or later	Air conditioned			
Cat-3	Indica, Toyota Liva, Hyundai i-10, Ritz, Swift, Wagon R or equivalent.	2016 or later	Non-Air conditioned			

NOTE:-Cars manufactured in the year 2015 having registration with transport authority in the year 2016 will be considered.

The vehicle will normally be used for journey to ply in Delhi NCR area as per the directions given by the user.

- (a) The number and type of vehicles may change during the contract period. The contractor will have to change vehicles as per instruction of CRWC on 7 days notice.
- (b) The bidder can provide the higher version of cars on the same rates.
- (c) One or more taxis may be hired by the CRWC on the day to day basis as per requirement The rates for this will be paid as per the accepted lowest tendered rate as quoted in Annexure-II of the schedule.
- (d) The number of vehicles to be hired on regular basis can be increased/ decreased by CRWC as per its requirements. The additional vehicle should be provided by the agency on the same rates, terms and conditions on demand.

The vehicles will be for exclusive use of CRWC and shall not be deployed for any other use during its idle time. The monthly remuneration payable for the vehicle will be for kilometerage as Specified above in any calendar month. Beyond the specified kilometers, the Contractor will be paid on a per kilometer rate which will not exceed the average monthly rate (i.e. lump sum rate divided by specified monthly km). Likewise, beyond the specified 12 hrs of use per day or 312 hrs in a month whichever is higher the contractor will be paid an hourly rate for each hour of extra use. CRWC shall not be responsible for any loss or damage for the vehicle and person engaged by the agency.

3. TECHNICAL QUALIFICATIONS:

Following are the minimum eligibility criteria for technical assessment:-

3.1 The average annual financial turnover of the unit from transport service/hiring of taxi should not be less than Rs. 8.0 lakh in the last 3 years. Certificate certified by a Chartered accountant in proof of average turnover for the last 03 years shall be furnished, otherwise the same shall not be considered for technical assessment.

3.2 The agency must have worked i.e. provided taxis / cars on hire service to at least one Govt. department / PSU/Autonomous body during the last 3 years. Copy of the experience certificate to be enclosed.

3.3 The agency must be registered with the service tax authorities. Registration proof should be submitted along with the tender.

3.4 The agency should have valid PAN number. Photocopy of PAN card should be submitted along with the tender.

3.5 The tenderer is required to furnish a self-certificate certifying that he is not black listed in any Central/State Govt., PSU or local Govt. Department /autonomous body as on date of submission of Quotation.

4. VEHICLE STATUTORY REQUIREMENTS

4.1 The cars deployed on duty shall have valid commercial registration certificate, comprehensive insurance (to cover occupants also) and statutory requirements of Central /State and local govt., fitness certificate, PUC certificate, Road tax , permit and must be revalidated before the expiry of the due date during the tenure of the contract period.

4.2 The agency will give statement of cars assigned for CRWC with registration number to Admin. Section of CRWC. Any change in the cars for any reason to be notified periodically. Further a copy of RC and other documents connected to the vehicles deployed to be furnished to the authorized official of CRWC.

4.3 The driver should be in proper uniform to be provided by the contractor.

4.4 The agency should have minimum 03 nos. of drivers having valid light motor vehicle (LMV) license. Copy of licenses to be furnished before award of contract for verification etc.

5. TENURE OF THE CONTRACT

5.1 At the initial stage, the contract shall be awarded for a period of **two (2) years** from the date of commencement of contract, which may be extended for another one year on the same terms and conditions on mutual consent.

5.2 It is obligatory on the part of the contractor to continue to work at the rates prevailing on the last date of the contract even beyond the contract period for at least four months or till the new contract is finalized, whichever is earlier.

5.3 CRWC reserves the right to terminate the contract at any stage, **either in full or in part**, without assigning any reason by 15 days notice. In the event the contract is terminated by CRWC before the completion of the period of one year for reasons of unsatisfactory performance or breach of contractual conditions, the full Security Deposit of the Contractor shall be liable to be forfeited. However, in case for part termination, only proportionate security deposit will be forfeited.

6. SECURITY DEPOSIT

6.1 The bidder, on being awarded the contract, shall be required to furnish initial amount of Rs. 1,00,000 .00 (Rupees one Lakh only) in the form of Performance Bank Guarantee of any schedule bank in accordance with the form annexed hereto towards successful performance under this contract within Fifteen days from the date of communication of award of contract in his favour by CRWC. Security Deposit may also be deposited in the form of a Bank Demand Draft issued by schedule bank / nationalized bank drawn in favour of "Central Railside Warehouse Company Ltd.," payable at Delhi. No interest shall be payable by CRWC on the security deposit. The successful tenderer may however can make request for adjustment of EMD amount of Rs.10,000/- against security deposit and furnish guarantee of balance amount in the above mentioned form.

6.2 CRWC shall be entitled to appropriate the whole or any part of the security deposit of the Contractor in the circumstances hereinafter provided without prejudice to any other remedy or right. CRWC shall be entitled to recover any loss or damage that CRWC may suffer or sustain by reason of the failure of the Contractor to observe & in performance of the Terms and Conditions of the contract or any amount that may become due to CRWC under or by reason of the Terms and Conditions of the said contract from the amount of his security deposit.

6.3 The security deposit referred to above shall be liable to be forfeited by CRWC in the event of any breach on the part of the Contractor of any of the Terms & Conditions of the contract without prejudice to CRWC's right to rescind the contract and other rights and remedies warranted by law.

6.4 Security deposit will be refunded only after providing no dues certificate by the Contractor to the concerned division dealing with the matter. No interest shall be payable by CRWC on the security deposit.

7. CHARGES

7.1 A fixed amount will be payable to the Contractor for each calendar month for the specified distance of 2300 km for each vehicle for 26 days with 12 hours per day or 312 hrs in a month whichever is higher the vehicle is in use with CRWC. The tenderer should quote a lump-sum rate for each vehicle for the said distance per month and use of 12 hours per day. If the vehicle is called on any Holiday/Festival Day etc. his duty will be included in 26 days and if exceeds, charges will be paid on per day/hrs basis.

7.2 If the vehicle is used by CRWC beyond the specified limit in the same calendar month then additional amount will be payable to the Contractor beyond the above mentioned lump-sum rate. For this, the tenderers should quote a per km rate, which should not exceed the average monthly rate (i.e. lump sum rate divided by specified monthly km). Likewise, the tenderer should quote a per hour rate for the duty beyond 12 hours per day.

The total monthly kilometers will be reckoned by adding the daily kilometers of use, which will be the difference between the reporting mileage and the closing mileage on each day and no kilometers shall be permitted for trips to garage. It is advised that since the vehicle will be attached with specific officer, it will be

in the interest of the agency to arrange parking near the daily nominated place of reporting. Likewise, the daily hours of use will be reckoned from the reporting time to closing time for each day.

7.3 In addition to the accepted rates, CRWC will also pay the charges which are in the nature of State entry tax (for cars going out of Delhi NCR area), toll receipts, parking receipts wherever applicable as per actual on the submission of original receipts/challans etc. CRWC will also pay service tax or any other tax in lieu thereof levied by central govt. from time to time as applicable.

7.4 The Contractor shall be required to pay all the other charges for the car including registration charges, Road tax, Insurance charges, maintenance charges, cost of fuel, salary and overtime of driver, various other taxes & levies, if applicable, fines etc.

7.5 No charges whatsoever, other than the ones listed above in Sub-Para (7.3) shall be payable by CRWC to the Contractor towards the car-hire services rendered by the Contractor for CRWC.

8. CONDITION OF A VEHICLE

8.1 The agency should have minimum 03 cars (Commercial) having registration number of year 2016 or afterwards model (year of first hand purchase vehicle registration) registered in the name of the proprietor of firm/company. If the car (s) is / are registered in the name of proprietor /firm, necessary authorization certificate may be submitted from the owner stating complete authority to the bidder to provide the same car for complete contract period of 2 years or more. The description of the cars i.e. year of manufacturer, year of registration should be given alongwith tender (copy of the RCs to be furnished). Cars having year of registration earlier than 2016 will not be considered for technical assessment.

8.2 The vehicles to be provided by the Contractor shall be as per the specifications given in the tender letter, having the year of manufacture not older than year 2015 & registration not older than year 2016. Self attested copies of Vehicle documents needs to be submitted for verification viz.RC, Insurance, Pollution, and Permit etc.

8.3 The vehicle shall remain in sound running condition, be dust proof, be provided with music system, air freshener & sun-films permitted under law during the entire contract period. Its emissions shall comply with pollution control norms. CRWC reserves the right to decide upon the sound running condition of the vehicle. The interiors of the vehicle shall remain clean & shall be maintained at an ambient temperature. The seats covers shall be provided with neat & clean covers which shall be changed frequently at least once a month. All the expenses incurred in the maintenance of the vehicle or otherwise shall be borne solely by the Contractor. Any dent/damage to vehicle affecting its aesthetics will be got repaired by the contractor within 3 days of occurrence.

8.4 The successful tenderer shall produce the cars (Commercial) at CRWC, Corporate Office along with original documents for inspection by the Committee of officers within 05 days of the award of the contract.

9 LIABILITIES OF THE CONTRACTOR

9.1 The successful tenderer herein after called the contractor shall be required to execute an agreement within 10 days of the issue the work order on a non-judicial stamp paper in the form enclosed at annexure -I

9.2 The drivers & the vehicle to be provided for the purpose of this contract shall be provided on a dedicated basis (24 X 7) & shall not be changed every now & then. The contractor may note that CRWC is not obliged to provide any holiday or weekly off to the driver or any off for maintenance of the vehicle and he should make necessary alternative arrangement in case of maintenance requirement of vehicle and for providing rest/leave to the driver.

9.3 The drivers with car having valid commercial registration number duly fueled and in sound running condition shall report in time at the designated place & at the designated time on a regular basis. Any delay or shortcoming will be viewed seriously & may be dealt with imposition of damages as per the provision of sub-para 9.17 & para 10.

9.4 The drivers shall possess a valid driving License as per law and must have adequate road learning for Delhi NCR area. The driver should be well behaved and punctual. The Contractor shall be required to change/replace the driver/s in case not found suitable. The drivers should extend all normal courtesy such as greeting, opening/closing door etc. towards the user/s and should present themselves for duty in a neat and clean appearance. Drivers should be in uniform, as specified by CRWC, while on duty.

9.5 In case of misconduct by driver/s or for any other reason, CRWC may require change of driver/s which will be communicated in writing. In such case, the agency shall replace the driver/s within 48 hrs, failing which CRWC will have the discretion to treat the vehicle/driver as not available and take action as per contractual provisions.

9.6 The drivers should have a cell phone to communicate on duty. The agency should provide cell phone at his cost to driver for communication on duty.

9.7 The drivers shall not refuse to go to any place including various destinations as listed in the Scope of Work above. He may be required to stay outside Delhi NCR at nights whenever the trip is made to places outside Delhi NCR. In such a situation he shall be required to make his own arrangements for food & stay.

9.8 The Contractor shall insure the vehicle at his own cost. He shall indemnify CRWC against any loss or claims which could come to CRWC in the course of performance of this contract by him under any provisions of the various Laws in the country. The Contractor, in his own interest, may get the driver/s of the vehicle also insured.

9.9 The contractor will evolve his own system of ensuring daily and timely availability of drivers and vehicle and will inform CRWC of any delay, if any, at least 2 hours in advance of the designated reporting time. In case the driver or the vehicle is not available or in case of an-route stoppage of vehicle for whatever reason, the Contractor shall make necessary and suitable alternative arrangements so that official work does not suffer. In case it is not done by Contractor then CRWC shall be free to make its own arrangement at the sole risk & cost of the Contractor. Any expenses thus incurred shall be deductible from the amount payable to the Contractor or from his Security Deposit in addition to any penalty that may be imposed as per Para 10.

9.10 The driver should be in proper uniform to be provided by the contractor.

9.11 The rates quoted should be inclusive of all taxes/service charges etc. as per govt. guidelines issued from time to time except service tax which will be payable extra at applicable rate. Company will not be liable to pay for any price hike of petrol/diesel or CNG during the tenure of contract.

9.12 If no alternative arrangement is made either by the contractor or by CRWC (at the risk & cost of the contractor), then, in addition to any penalty that may be imposed, the monthly lump sum rate will be reduced proportionate to the number of days (either in part or full) vehicle not made available.

9.13 The vehicles provided to CRWC shall use only authorized fuel i.e. petrol/ diesel/ CNG with proper entries in RC. Accordingly, the contractor would ensure only such vehicles are provided to CRWC. If any vehicle provided to CRWC is found to be using any other fuel, the contract shall be terminated forthwith besides invoking Contract Performance Guarantee and further action under the terms & conditions of the contract.

9.14 The parking charges, State entry tax, Toll tax & DND charges etc. & other Govt. taxes like VAT/Service Tax etc. as applicable will be paid extra as per actual based on the submission of original receipts/challans etc.

9.15 The Contractor shall be required to comply with statutory rules and regulations and laws etc., of the Central Govt., State Govt., and Local Govt. or of any competent authority, applicable to the vehicle or the drivers employed for the above work.

9.16 The Contractor shall fully indemnify CRWC against all the payments, claims, losses and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the relevant laws to the extent they are applicable to the above service provided by the Contractor.

9.17 The vehicle & the drivers shall provide satisfactory service at all times during the entire contract period as per the provisions of this contract. Failure to comply with the provisions of this tender document will be considered as unsatisfactory performance. In case of failure on the part of the Contractor to ensure the same, CRWC management may impose a penalty as per clause 10 in each case of unsatisfactory performance in addition to other remedies available to it under the various provisions of this contract.

9.18 The contract will not assign or sublet his contract on back to back basis without prior approval of the competent authority. If the contractor assigns or sublet the work or attempt to do so, the company shall have power to determine the contract and security deposit under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the company.

10. LIQUIDATED DAMAGES

Damages up to Rs.2000/- per instance can be imposed by the Competent Authority on user recommendation or any other authority nominated, in each case of breach of Terms & Conditions of contract &/or unsatisfactory service for each incident on the Contractor. CRWC may also terminate the contract in part or in full in case of prolonged/frequent unsatisfactory service, breach of Terms & Conditions & non-compliance of the instructions of CRWC officials by the Contractor. In case of termination of the contract security deposit shall be liable to be forfeited in full. However, MD/CRWC shall be the Authority to consider waiver of any damages imposed under this contract, in part or full, at his sole discretion.

11. PAYMENTS TERMS

11.1 Payments due to the Contractor will be made on a monthly basis on receipt of bills from the Contractor. Normally the payments would be made within 15 days of submission of bills. However, no interest shall be payable to the Contractor if the payment is not made within the stipulated period. Deduction towards Income Tax at Source as applicable under the Income Tax Act, 1961 will be made from all payments made to the Contractor

11.2 Service tax or any other tax in lieu thereof levied by the Central Govt. from time to time on services rented by the contractor to CRWC shall be paid by CRWC to the contractor over and above the schedule rates subject to the contractor submitting his bills / invoices thereof in the format prescribed under rule 4 A (1) of the service tax rules, 1994 or other relevant laws, as the case may be.

12. ARBITRATION:

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitrator or any person appointed by the Managing Director, Central Railside Warehouse Company Ltd New Delhi. It will be no objection to any such appointment that the person appointed is an employee of the

company/CRWC that he had to deal with the matters to which the contract related and that in the course of his duties as such employee of the company/CRWC he had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this contract. It is term of this contract that in the event of such Arbitration to whom the matter is originally referred being transferred, or vacating his office or being unable to act for any reason the Central Railside Warehouse Company Ltd at the time of such transfer, vacation of office or inability to act shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his Predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Railside Warehouse Company Ltd, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all. The Arbitrator shall give reason for his award.

Provided further that any demand for arbitration in respect of any claim (s) of the contractors under the contract shall be in writing and made within one year of the date of termination or completion (expiry of the period) of the contract and where this provision is not complied with the claim (s) of the contractor shall be deemed to have been waived and absolutely barred and the company/CRWC shall be discharged and released of liabilities under the contract.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The Arbitral proceeding in respect of dispute shall commence of the date on which the Arbitrator call upon the parties to file their claim and defense statement.

The work under the contract, shall if reasonably possible continue during the arbitration proceeding and no payment due or payable to the Contractor shall be withheld on account of such proceeding.

The cost of arbitration shall be borne by parties as per the decision of the Arbitrator.

The Arbitrator shall give separate award in respect of each dispute of difference referred to him. Subject as aforesaid the Arbitration & Conciliation Act 1996 shall apply to the Arbitration proceedings under this clause.

All disputes will be subject to jurisdiction of Courts at Delhi.

Contractor

Dy. General Manager (Engg.)

ANNEXURE - I

AGREEMENT FOR ACTING AS “CONTRACTOR” FOR PROVIDING VEHICLES ON RENT ON MONTHLY BASIS AND ON DEMAND BASIS FOR OFFICIAL USE AT CRWC,C.O. , NEW DELHI

Contract Agreement No. _____ Dated _____

An agreement made this _____ date of _____ Two Thousand and Seventeen between Central Railside Warehouse Company Ltd., (A Govt. of India Undertaking) represented herein by the _____ (hereinafter called CRWC) on the one part and _____ and _____ carrying _____ on _____ business at _____ under the name of _____ (hereinafter called the Contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees) on the other part for the purpose of providing commercial vehicles on hire basis for official use at CRWC/CO at the rates and under the conditions specified in the tender document.

In consideration of the payment to be made by CRWC, the **Contractor** shall duly perform the said duties in the said tender document set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CRWC and will perform the services in accordance with the Terms and Conditions of the contract with effect from _____ day of _____ 2017 up to _____ day of _____ 2019 and will observe, fulfill and honor all the conditions therein mentioned (which shall be deemed and taken to be part of the contract as if the same had been fully set forth therein) and CRWC hereby agrees that if the **Contractor** observes and honours the said Terms and Conditions of the contract, CRWC will pay or caused to be paid to the **Contractor** for the services, on the completion thereof, the amount due in respect thereof at the rates specified in this tender document.

In witness whereof the above mentioned parties to the contract have affixed their signatures.

CONTRACTOR

FOR AND ON BEHALF OF
CRWC

WITNESSES

WITNESSES

1. _____

2. _____

1. _____

2. _____

(Signature of Tenderer)

ANNEXURE -II

SCHEDULE OF RATES

(A) PERFORMA FOR QUOTING RATES FOR CARS ON MONTHLY BASIS:-

Sl. No.	Description	12 hrs duty per day for 26 days in a month		
		Indica, Toyota Liva, Hyundai i-10, Ritz, Swift, Wagon R or equivalent	Swift Dezire/Indigo ,Xcent,Etios,Honda Amaze or equivalent	Honda City, Maruti SX4, Innova, Tata Safari, Hyundai Verna, Toyota Corolla or equivalent.
		Category-III	Category-II	Category-I
		2300 KM Non-AC	2300 KM AC	2300 KM AC
1.	Charges per month			
2.	Extra charges per km (over and above limit specified for each category)			
3.	Extra hours (per hour) over and above 12 hours duty per day for all categories			

(Signature of contractor)

Note:-

i) Mileage and time will be calculated from 8: 00 a.m .to 8:00 p.m for monthly regular vehicle and place of duty to place of leaving by the company for vehicle on demand.

ii) Service tax applicable at prevailing rate as per clause 11.2 of payment terms.

iii) Toll tax and parking charges will be reimbursed on production of receipt.

iv) The evaluation of the quoted price will be done as follows:

- a) One no. each of the vehicle category I, II, III will be considered for calculation with 2300 km each per month basis.
- b) Additionally, 100 km extra per month for extra charges for each category of vehicle will be considered for calculations.
- c) Also 10 (ten) hrs extra per month for extra charges for each category of vehicle will be considered for calculations.

Based on the above, monthly cost of each category car will be calculated and on the same process total monthly cost for three cars (category I+ category II+ category III) will be calculated to find L-1 price

No other quoted price (e.g. quoted prices for cars on daily basis etc) will be considered for calculation of L-1 party.

(B) PERFORMA FOR QUOTING RATES FOR CARS ON DAILY BASIS:-

Sl. no.	Description	Cat-III -Indica, Toyota Liva, Hyundai i-10, Ritz, Swift, Wagon R or equivalent.	Cat-II Swift Dezire/Indigo , Xcent,Etios,Honda Amaze or equivalent	Cat-I –Honda City, Maruti SX4, Innova, Tata Safari, Hyundai Verna, Toyota Corolla or equivalent.
		NON-AC	AC Only	AC only
1.	Charges for 40 kms for 4 hrs.			
2.	Charges for 80 kms for 8 hrs.			
3.	Extra charges per km (over specified limit 40 kms)			
4.	Extra charges per km (over specified limit 80 kms)			
5	Extra charges per hour (beyond specified limit 4hrs.)			
6	Extra charges per hour (beyond specified limit 8hrs.)			
7.	Outstation tours per km.			
8.	Per night charges			
9.	Any other charges (with details)			

(Signature of contractor)

Form of Performance Security Bank Guarantee Bond

In consideration of Central Railside Warehouse Company Limited (hereinafter called "The Company") having agreed under the terms and conditions of agreement No. _____ Dated _____ made between _____ and _____ (hereinafter called "the said contractor(s)") _____. For the work _____ (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement,

We _____ (hereinafter referred to as "the Bank") hereby undertake to pay

(indicate the name of the Bank)

Company an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Company.

1. We _____ do hereby undertake to pay the amounts due and payable under (indicate the name of the Bank)

Guarantee without any demure, merely on a demand from the Company stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

2. We, the said bank further undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

3. We _____ further agree that the guarantee herein contained shall remain in

(indicate the name of the bank)

and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till Engineer-in-Charge on behalf of the Company certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

4. We _____ further agree with the Central Railside Warehouse Company Limited that the
(indicate the name of the bank)

Company shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the CRWC against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act if omission on the part of the CRWC or any indulgence by the CRWC to the said contractor (s) or by any such matter or things whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor (s)

6. We _____ lastly undertake not to revoke this guarantee except with the
(indicate the name of the bank)
previous consent of the Central Railside Warehouse Company Limited in writing.

7. This guarantee shall be valid up to _____. Unless extended on demand by Central Railside Warehouse Company Limited. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged

Dated the _____ date of _____ for _____
(Indicate the name of bank)