

RFP (Request for Proposal) DOCUMENT

**Name of the Work: “Hiring of 3(Three) Nos. diesel/petrol
Driven Commercial four Wheeler
Vehicles for the Official use of Gujarat
Rail Infrastructure Development
Corporation Limited (G-RIDE) on
Monthly Rental basis.”**

Gujarat Rail Infrastructure Development Corporation Limited

(A JV of Government of Gujarat & Ministry of Railways)

(CIN: U74999GJ2017SGC095040)

Regd. Office:

Gujarat Infrastructure Development Board,

Block No. 18,8th Floor, UdhyogBhavan,

Sector 11, Gandhinagar, Gujarat,

India, 382017.

**GUJARAT RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED
(A JV of Govt. of Gujarat & Ministry of Railways)**

Advertisement

Gujarat Rail Infrastructure Development Corporation Limited (G-RIDE)

(A JV of Govt. of Gujarat and Ministry of Railways)

Regd. Office: 8th Floor, Block - 18, Gujarat Infrastructure

Development Board, UdyogBhavan, Sector - 11 , Gandhinagar - 382017

NOTICE INVITING OPEN TENDER

Tender No: G-RIDE/VH/2017-18/0001

Proposals are invited in sealed cover from interested Vehicle Service Providers, for hiring 3 (Three) Nos. diesel/petrol driven commercial four wheeler vehicles for the use by the Office of Gujarat Rail Infrastructure Development Corporation Limited (G-RIDE) (herein after referred to as "the Employer") on Monthly rental basis for the period of up to 3 (three) years.

Last date of document submission: Envelopes containing the Technical Supporting documents, Financial quotation, inclusive of the Document Fee, EMD fee to be submitted physically on or before 24/06/2017, 16:00 hrs. at the above mentioned address.

Interested bidders should download tender document from website www.gidb.org from date 16-06-2017 to 23-06-2017.

DIRECTOR

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(A JV of Govt. of Gujarat & Ministry of Railways)

SECTION-1

INSTRUCTIONS TO THE BIDDERS

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SECTION-1

INSTRUCTIONS TO THE BIDDERS

1. Instructions to the “Bidders”-

1.1 PROCEDURE FOR SUBMISSION OF TENDER:

- a. Tenders will be in two bid system (i) Technical Bid (ii) Financial Bid. The 'Technical Bid' should be made and put in the first envelope containing the title 'Technical Bid'. It should contain full information as required in Annexure-‘A’.
- b. The 'Financial Bid' will be made and put in a second envelope containing the title 'Financial Bid'. Both bids should be put in a third envelope which should be prominently super scribed as "QUOTATIONS For Hiring of Vehicles for Gujarat Rail Infrastructure Development Corporation Limited, Gandhinagar, Gujarat". The sealed envelope can be deposited **up to 17:00hrs. on or before 28.06.2017**, by reputed courier or registered post or delivered by hand at the Submission Address at “C”:
- c. Submission Address:Gujarat Infrastructure Development Board,
8th Floor, Block No. 18, UdyogBhavan,
Sector -11, Gandhinagar, Gujarat – 382 017
Phone No: 91-079-23232701/4,
Fax No: 91-079-23222481,
- d. No proposal shall be accepted after the closing time for submission of Proposals.
- e. After the deadline for submission of proposal, the Technical Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Technical Criteria. The RFP envelope containing Financial Proposals shall remain sealed.
- f. The 'Financial Bid' will be evaluated only if the tenderer's 'Technical Bid' is found satisfactory in all respect by the tender committee.
- g. The tenderer will have no rights whatsoever to insist that his 'Financial Bid' be evaluated in the event of the tender committee rejecting his 'Technical Bid' as unsatisfactory. The format of Technical

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Bid and Financial Bid is enclosed at 'Appendix III' and 'Annexure IV'.

- 1.2 **COST OF BIDDINGS:** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and G-RIDE shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 1.3 **LANGUAGE OF BID:** The Bid, as well as all correspondence and document(s) relating to the bid exchanged by the Bidder and the G-RIDE, shall be written in English.
- 1.4 **CURRENCIES OF BID AND PAYMENT:** The Bidder shall quote the unit rates and the prices entirely in the Indian Rupees.
- 1.5 **SIGNING OF CONTRACT:** The successful bidder, whose tender has been accepted, will be informed by the Authority through a letter of acceptance. In response, the successful bidder should sign the contract agreement within 7 days of **submission of PG as stipulated vide clause 4.1 of General Condition of the Contract (Section-2) or as specified by G-RIDE** that such documents are ready.

2. Period of contract:-

The duration of the Contract for work to be undertaken by the Contractor is 3 (*Three*) years from the **date of issue of LOA by G-RIDE or start of supplying the hired vehicles to G-RIDE whichever is later**. However, the contract may be extended for a further period of one year on same terms and conditions, at the sole discretion of **G-RIDE. In case of extension, the contractor shall be bound to provide the services, in the extended period, on the same terms and conditions.** Number of vehicle can be increased or decreased at any time and accordingly time period may vary to utilised the contracted quantity and variation, if any.

3. Eligibility Criteria

- i. The firm(s)/service provider intending to submit the quotation should have at least 2 years of experience in the tour and travel business in providing vehicles to the Government/Semi-Government/ Public Sector Units;
- ii. Service providers owning and/or in possession of the requisite number

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of eligible vehicles on the date of submission of tender only are eligible to submit their quotations i.e. those service providers who possess less than eligible vehicles for the group(s) which he is submitting the bids, will not be eligible to place tender under this invitation; Preference will be given to service provider owning the eligible requisite no. of vehicles on opening date of the Technical Bid.

- iii. The firm should have Service Tax Registration Number/TIN Number and PAN card issued by the concerned Department.

4. Earnest Money Deposit (E.M.D.)

4.1. Earnest Money Deposit in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee from a scheduled commercial bank in favor of 'Gujarat Rail Infrastructure Development Corporation Limited', payable at Gandhinagar, Gujarat, for the sum of **Rs 50,000/-** (Rupees Fifty Thousand Rs Only) shall be required to be submitted by each Applicant.

4.2 The Demand Draft in original shall be placed in an envelope and attached with the envelope containing the 'Technical Proposal' and "Not to be opened except in the presence of evaluation committee". Bids received without the specified Earnest Money Deposit (EMD) will be summarily rejected.

4.3 The Client will not be liable to pay any interest on Earnest Money Deposit (EMD) deposits. The Earnest Money of the unsuccessful tenderers shall be returned as promptly as possible. The Selected Applicant's Earnest Money Deposit (EMD) shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFP.

4.4 The EMD may be forfeited:-

- i. If the tenderer withdraws his offer after the bid opening during the validity period of the offer.
- ii. In the case of successful tenderer, if he fails to furnish the required performance guarantee and Sign the Contract Agreement within the specified time limit prescribed in the contract.
- iii. In case of successful tenderer, the commencement of work is not done within the time period stipulated in the LOA or the tender.

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5. Performance Guarantee (Security Deposit)

- 5.1 The successful bidder shall give performance security in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee from a scheduled commercial bank amounting to 5% of the total quoted cost in favor of 'Gujarat Rail Infrastructure Development Corporation Limited', payable at Gandhinagar, Gujarat.
- 5.2 Performance Security should remain valid for a period of Sixty Days beyond the date of completion of all contractual obligations of the contractor. The Security deposit will be refunded only after the expiry of the contract.
- 5.3 The deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees. This forfeiture will be in addition to any action by the department that the contractor firm may invite upon themselves due to any of the reasons specified above.

6. Tender processing fees

6.1 The RFP submissions shall be accompanied by a Bank Draft of INR 1,000.00 (Indian Rupees One Thousand only) in favour of "Gujarat Rail Infrastructure Development Corporation Limited", payable at Gandhinagar, Gujarat, as a non-refundable Tender processing fee (the "Tender Processing Fee"). Proposals unaccompanied with the aforesaid Tender Processing Fee shall be liable to be rejected by the Client.

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SECTION- 2
GENERAL CONDITIONS OF CONTRACT

**GUJARAT RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED
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SECTION-2

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract will form an integral part of the Bid and contract.

In case of any deviation between General conditions of contract and any other Special Condition of Contract of this tender document, the special condition of contract of this tender document shall prevail. The tenderers must give a certificate (*through forwarding letter*) along with their offer that they have thoroughly read, understood and accept the General conditions/special conditions of contract as well as other conditions of tender etc.

2.1 SUPERVISION AND SUPERINTENDENCE

2.1.1 Contractor's Supervision

The Contractor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of arranging vehicles, their fueling and maintenance. The Contractor shall coordinate all parts of the work and shall be responsible to see the correct operations and maintenance of the contract as per the conditions of contract document and as directed by Officer-in-charge/G-RIDE.

2.1.2 WORKMEN

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of Drivers employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify G-RIDE in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice is liable to be prosecuted as per Indian Laws.

2.2 LAWS AND REGULATIONS:

Governing Law:-

The contract documents shall be governed by the laws and by-laws of India.

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2.3 SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

2.3.1 Contractor's Responsibility for Safety:-

The contractor shall be solely responsible notwithstanding any stipulations by G-RIDE or its representative for initiating, maintaining and supervising all safety precautions and programmes, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours.

2.4 INCOME TAX

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source.

2.5 SERVICE TAX

Service Tax as applicable shall be paid by G-RIDE as per prevailing law.

2.6 PERMITS, FEES, TAXES & ROYALTIES

- Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works.
- The contractor has to submit the documentary evidence for payment of all statutory remittances along with Bill.
- Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.

2.7 STATUTORY INCREASE IN DUTIES, TAXES ETC

- All the taxes and duties (*except Service Tax, Swachh Bharat Cess&KrishiKalyanCess*) levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroi etc except service tax, Swachh Bharat Cess&KrishiKalyanCess, which will be paid by G-RIDE on production of proof.

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2.8 DETERMINATION OF CONTRACT

2.8.1 G-RIDE shall be entitled to determine and terminate the contract at any time should, in the G-RIDE 's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case, work done to date by the Contractor will be paid for in full at the rate specified in the Contract. Notice in writing from G-RIDE of such determination and the reasons therefor shall be conclusive evidence thereof.

2.8.2 Payment On Determination Of Contract: Should the contract be determined under sub clause (8.1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the G-RIDE shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Officer Incharge. The G-RIDE 's decision on the necessity and propriety of such expenditure shall be final and conclusive.

2.8.3 The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

2.9 LABOUR RULES

The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central Government applicable for Project Sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare, PF & Employee Insurance.

2.10 FORCE MAJEURE

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut downs imposed by Government, acts of Legislative or other Authorities, stoppage in supply of fuel or electricity, breakdown of machinery, act of God, epidemics, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of Contractor and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. Contractor shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any financial repercussions.

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2.11 SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise between the G-RIDE and Contractor in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:

2.11.1 MUTUAL SETTLEMENT

All such disputes or differences shall in the first place be referred by the Contractor to the G-RIDE in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

2.11.2 CONCILIATION/ARBITRATION

2.11.2.1 It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.

2.11.2.2 If the Contractor is not satisfied with the settlement by the Director, G-RIDE on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of G-RIDE in writing to settle such disputes or differences through Conciliation, provided that the demand for Conciliation shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims of the G-RIDE shall be referred to Conciliator as the case may be and other matters shall not be included in the reference

2.11.2.3 Managing Director of the G-RIDE may himself act as Sole Conciliator or may at his option appoint another person as Sole Conciliator, as the case may be. In case, Managing Director of the G-RIDE decides to appoint a Sole Conciliator, then a panel of at least three names will be sent to the Contractor. Such persons may be working / retired employees of the G-RIDE who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator. Managing Director of the G-RIDE will appoint Sole Conciliator out of the names agreed by the Contractor.

2.11.2.4 In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Contractor may refer to the Managing Director of the G-RIDE for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the G-RIDE as per the procedure described above for

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conciliation. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

2.11.2.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1896 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

2.11.2.6 The language of proceedings, documents or communications shall be in English and the ward shall be made in English in writing.

2.11.2.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.

2.11.2.8 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the G-RIDE and shall be shared equally between the G-RIDE and the Contractor.

2.11.2.9 For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (*PMA*), Bureau of Public Enterprises, and Govt. of India shall be followed.

2.12 SUSPENSION OF WORK

The Obligations of the G-RIDE and the Contractor shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation / arbitration and payments to the Contractor shall continue to be made in terms of the contract.

2.13 MONTHLY STATEMENT OF CLAIMS:

The Contractor shall prepare and furnish to the Officer Incharge once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Officer Incharge which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

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SECTION- 3
SPECIAL CONDITION OF CONTRACT

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4.1 INTRODUCTION:-

4.1.1 Gujarat Rail Infrastructure Development Corporation Ltd (G-RIDE) is a Joint Venture Company between Government of Gujarat (GOG) and Ministry of Railway (MOR) incorporated on 6th January, 2017 under the provisions of the Companies Act, 2013 with equity Contribution of 51% from Government of Gujarat (GOG) and 49% from Ministry of Railway (MOR); with the purpose of development of viable railway projects (by itself or through a subsidiary/SPV) including projects with Viability Gap Funding in the Gujarat State. The Company has its registered Office in Gandhinagar.

4.2 DETAILED SCOPE OF WORK

4.2.1 The contractor will be required to provide stipulated quantities of specified field vehicles for stipulated time duration in perfect condition with drivers to G-RIDE on hiring basis. (As per Appendix-IV).

4.2.2 Duration of the contract may be extended further on same rates, terms & conditions if so decided by G-RIDE on mutually agreed terms and condition.

4.2.3 The normal area of duty of the vehicle will cover the entire State of Gujarat.

4.2.4 Vehicles will normally be required on an average of 12 working hours per day. Timing and working hours in a day may vary. Accumulation of working hours shall be on monthly basis, which shall be 312 working hours from 26 working days a month. In case, vehicle is used for more than 312 hours in a month, overtime at the accepted rate for additional hour or part thereof is payable.

4.2.5 Vehicle shall have to report at mentioned place and time. Any delay in reporting will be considered as absence for the day. Nominated place may be changed as and when required.

4.2.6 Contractor should provide 24 hours contact number where change in timing/ place can be informed in advance.

4.2.7 Contractor/ driver shall have to maintain log book in approved performa by official in charge which shall have to be filled daily and presented to G-RIDE authorised representative for signature. (Timing and kilometre reading shall be noted every day at the time of reporting at nominated place and release from same place.)

4.2.8 G-RIDE may provide open parking space but parking shall be purely at Contractor's risk.

4.2.9 Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.

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4.2.10 All other charges of Central Government/State Government or any other authorities, if any are to be included by the tenderer in his BID.

4.2.11 During the currency of contract, vehicle cannot be used for any other purpose except for G-RIDE.

4.2.12 Vehicle shall be required for all days including Saturdays and holidays. Maintenance rest will be provided on all Sundays. Thus, there will be an average 26 working days per month. In case of exigencies and emergencies, the vehicle can be called on Sundays also.

4.3 VEHICLES

4.3.1 The vehicle provided should be commercial vehicle only confirming to terms and conditions of this tender.

4.3.2 Vehicles provided shall be registered **not earlier than 2 years from the date of opening of the tender.**

4.3.3 The vehicles shall strictly comply with the provisions of pollution control, statutory regulation issued by State Transport Authorities/ Central Govt./other authorities etc. from time to time. Contractor shall ensure that the vehicles must have all relevant documents like Registration Certificate/Driving license/Insurance Cover/Road Tax Receipt /Permit, Pollution certificate etc. Driver shall be able to produce the documents as and when requisitioned from him. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Contractor/agency.

4.3.4 No change of vehicle(s) will be allowed normally without the prior permission of G-RIDE. In case of non-availability of the regularly arranged vehicles, the contractor may provide another vehicle, even owned by others, of class same or higher, with prior permission of G-RIDE official, which G-RIDE official in its absolute discretion may or may not grant.

4.3.5 All the Vehicle(s) shall always carry first aid box and mandatory spares vis. Tool box/Kit, Fuses, Spark plugs, fan belts, fire extinguisher, spare tyres etc. Mobile charger with multi point.

4.3.6 All the charges towards repairs/maintenance fuel expenses, oil, lubricant, mobile phone charges, fee towards licenses/registration taxes, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration.

4.3.7 If the vehicle does not report at the requisitioned time or is not found in good condition, the vehicle may be rejected and sent back. Besides, receiving no payment for such rejected vehicles(s), the contractor/agency will become liable for action under terms

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and conditions of the contract. G-RIDE will be entitled to hire any vehicle on that day for use and amount thus incurred shall be recovered from the bills of the contractor.

4.3.8 In case of breakdown of the vehicle, the contractor shall provide the replacement (of same class) within a reasonable time failing which the touring executive(s) will be entitled to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.

4.3.9 Good quality seat covers shall be provided and the same will be regularly cleaned by the contractor at his own cost. Vehicle will be kept properly cleaned daily.

4.3.10 Vehicle shall be used on any type of road i.e. Kachha / Pucca including along the railway track as per direction of official using the vehicle.

4.3.11 If a vehicle is out of order or under schedule maintenance, an alternative vehicle with same or superior class should be made available. The entry for such a vehicle shall be made in the log book maintained by driver which shall be duly signed by the user /officials.

4.3.12 All vehicles provided should be commercially registered with State Transport Authorities. No vehicle with private registration will be allowed.

4.4 DRIVERS

4.4.1 Drivers deployed by the contractor shall be skilled, uniformed, well behaved, holding valid driving license and capable of undertaking minor repairs of vehicles. Drivers shall have the adequate knowledge of routes in the districts of Gujarat. All the paper for vehicle like registration papers, insurance papers, certificate towards payment of road tax etc. shall be readily available with driver.

4.4.2 The contractor shall provide mobile phone in perfect working condition to drivers of the vehicles. No separate payment shall be made by G-RIDE for the mobile phones. Contractor should also give all information and photo identity of the driver containing his address details etc. along with the character certificate of driver duly signed by proper authority.

4.4.3 The contractor/service provider shall ensure himself about the antecedents of the driver deployed for duty. The contractor shall be completely responsible for safe running of vehicle.

4.4.4 The Drivers shall abide by the rules laid down by Transport Authority/ Motor Licensing Authority or any Authority relevant to the subject and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of the passengers. Any challan/penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it will be met by the Contractor/service provider.

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4.4.5 The drivers must also observe all the etiquette, protocol and extend usual courtesy (like carrying office bags/files to the concerned chambers, etc.) while performing the duty. They must be neatly dressed and must carry a photo identify card provided by the Contractor/service provider.

4.4.6 The contractor shall ensure that the Driver deployed for performing the duties shall not be in drunken or intoxicated state. If Driver is found in drunken or intoxicated state, he will be treated as absent from duty and he will be summarily removed from this job. Decision of G-RIDE in this respect shall be final and binding on the contractor.

4.4.7 No change of driver(s) will be allowed normally without the prior permission of G-RIDE.

4.4.8 The Contractor/service provider shall be responsible for complying with legal and labour provisions prescribed by Government of India which shall include Income Tax, Accidents, ESI, P F, Contract Labour and Abolition Act etc.

4.4.9 Punctuality in attendance and disciplined behavior is of utmost importance for the driver. In case driver is not found to the satisfaction of G-RIDE officials/officers the same shall be changed by the contractor failing which a driver from the market would be arranged by the G-RIDE and double the stipulated salary shall be charged from the contractor.

4.4.10 G-RIDE will not provide any accommodation to driver. Contractor/ driver himself shall arrange Boarding/Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.

4.4.11 Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extent labour laws for which no extra payment will be made.

4.4.12 The contractor/service provider shall ensure himself about the antecedents of the driver deployed for the duty and **Proof of police verification of all the drivers should be provided within 3 months of award of contract.** The contractor shall be completely responsible for safe running of vehicle.

4.5 PAYMENT AND REIMBURSALS

4.5.1 The contractor/ agency shall give consent in a mandate form for receipt of payment through ECS/EFT/RTGS. Charges if any will be on account of the contractor. The Contractor/ agency shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. and Bank and IFSC Code as appearing on MICR cheque issued by the Bank. In

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case where ECS/EFT facility is not available, payment shall be released through A/c payee Cheque.

4.5.2 No advance payment shall be made under any circumstances. Payment of hiring charges will be made once in a month through ECS/ EFT/ RTGS or account payee cheque on submission of bill and after the due verification of log book as necessary by the G-RIDE official.

4.5.3 The contractor/ agency shall submit bills, in duplicate, to the G-RIDE, Gandhinagar office along with the log book for the period. Bills having cutting and over-writing shall not be entertained unless authenticated by the user.

4.5.4 TDS as applicable shall be deducted from the bills of the contractor/ agency.

4.5.5 Rates are inclusive of all running maintenance & repair expenses, fuel, lubricants and any other consumables etc required from time to time, all statutory provisions, all taxes including road tax, interstate tax to be reimbursed duties, incidental charges, charges for inspection certificate, penalties etc. as imposed by Central/State/Local Government bodies for running of vehicles, salary and other benefits admissible to driver. Nothing extra over and above the accepted rates shall be payable, unless otherwise specified separately in the tender document. However, **toll tax, parking charges on tour will be reimbursed only after having submitted the original receipt duly signed/verified by the user/officers.** Payment will be made at the end of the respective month on the submission of proof of driver respective monthly salary plus night duty charge payable .If the vehicle starts in the month or ends its tenure in the mid of the month, then the payment for part of a month shall be made on pro rata basis.

4.5.6 Distance travelled by vehicle from garage to reporting/nominated place of duty & back will not be counted towards the payment. Similarly, No mileage will be claimed for drivers' lunch / breakfast or drawl of petrol / diesel etc.

4.5.7 One hour is of 60 minutes for the purpose of payment and a fraction up to 30 minutes shall not be taken in to account and more than 30 minutes shall be considered as an hour.

4.5.8 In case of exigencies and emergencies, the vehicle can be called on Sundays also. For each such Sunday working a compensatory rest will be given.

4.5.9 In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle, payment of **Rs.200/-** will be paid per night per outstation duty inclusive of night charges.

4.5.10 Payment of **Rs30/-** per hour will be paid, in case vehicle runs any time between **22:00 Hrs to 06.00 Hr**only. This will be in addition to charges in 4.5.9.

4.5.11 Extra charges for running vehicle beyond 3000 KMs in consecutive months shall be @ **Rs. 8.00 per KM**. The additional charges for running of vehicles more than 3000 KMs

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during a months, shall be payable in the coming months on the basis of total running in these two consecutive month i.e beyond 6000 KM.

4.5.12 Extra charges for running vehicle beyond **312 hrs shall be @ Rs. 30.00 per hour.**

4.5.13 When the officer, to whom vehicle is allotted, is on leave or out of station the driver will report to officer who is dealing with the management of vehicles.

4.6 NON-PERFORMANCE OF THE CONTRACT CONDITIONS-PENALTY

4.7.1 Contractor is liable to be penalized minimum by Rs 1000/- per occasion and deducted from the bill on hand in the following instances:-

- a) No vehicle is provided/vehicle not turned up for duty any day at instructed time.
- b) If a vehicle is out of order or under schedule maintenance, an alternative vehicle with same specification or higher specification has not been made available.
- c) Provided vehicle is rejected by G-RIDE official.
- d) In case vehicle not found in neat & clean and perfect condition.
- e) In case driver misbehaves or not conversant with routes.

4.7.2 Apart from above in case of non provision of vehicle on any day G-RIDE will be entitled to hire any vehicle on that day for use and amount thus incurred shall be recovered from the bills of the contractor.

4.7.3 On recurrence of any of above instances, G-RIDE shall also be at liberty to take action against the Contractor as it may deem fit, which besides invoking either whole or part of the Contract Performance Guarantee, may even be termination of the contract as per contract conditions.

4.7 METER TEMPERING

4.7.1 Speedometer and kilometre recorder shall be maintained to high standard/accuracy. Any defect noticed shall be rectified immediately. G-RIDE reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering/manipulation of meter reading and misbehaviour of driver shall be viewed seriously. A penalty equal to one month hiring charges for the particular vehicle shall be imposed for meter tempering on each occasion. In case of repeat of tempering, G-RIDE may even decide to terminate the contract and forfeiture of security deposit.

4.7.2 In the event of any error/fault in the meter being noticed, G-RIDE reserves the right to adjust the bill for the journey undertaken (including those undertaken earlier) besides any other penal action. Kilometres verified by official using the vehicle shall be final and binding

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4.8 VEHICLE INSURANCE / STATUTORY REQUIREMENTS

4.8.1 The vehicles provided to G-RIDE must be fully and comprehensively insured covering the risk to the driver and all passengers also. The insurance shall protect the contractor and G-RIDE against all risk, claims for loss, injuries, disability, disease and death of members of public including G-RIDE men, and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such vehicles.

4.8.2 Contractor is required to comply to all statutory obligations viz. Industrial Dispute Act, Workmen's Compensation Act, etc. shall be the obligation of the contractor and the contractor shall indemnify and shall always keep G-RIDE indemnified against any liability falling on G-RIDE due to non-compliance of statutory obligations by the contractor or any of its agents/servants/drivers or for any reason whatsoever. The contractor/ agency will be responsible for the conduct of their staff.

4.8.3 The contractor shall at all times indemnify the G-RIDE administration against all claims which may arise due to accident or otherwise or due to breach of the terms and conditions mentioned herein and/ owing to any sort of act of commissions on the part of the contractor during the currency of this contract.

4.8.4 The contractor agrees to indemnify the G-RIDE administration against all claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act VIII of 1823 and the G-RIDE administration will be entitled to deduct from any sum of money due or payable to the contractor for the amount of compensation thus payable under the terms of Section- 12 of the said Act together with all or any cost incurred by the G-RIDE administration in such connection and the contractor further agrees that the decision of the G-RIDE with respect to the amount of such indemnity shall be accepted by him finally.

4.8.5 G-RIDE in no case is responsible for any legal matter arising of any State/Central Government laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.

4.9 DEFENCE OF SUITS

4.9.1 If any action in court is brought by a third party against G-RIDE or an officer or agent of the G-RIDE for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, of for any damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents/representatives or his sub-contractors, drivers or employees, the contractor/agency shall in all such cases be

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responsible and indemnify and keep G-RIDE and/or his representative harmless from all losses, damages, expenses or decrees out of action.

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SECTION- 4
APPENDIXES

<u>Item</u>	<u>Appendix</u>
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APPENDIX-I
FORWARDING LETTER BY TENDERER FOR ACCEPTANCE OF TENDER CONDITIONS
(UNCONDITIONALLY)

To,

Director (BD & Finance),
Gujarat Rail Infrastructure Development Corporation Limited,
Sector 11, Gandhinagar, Gujarat,
India, 382017.

**Name of the work:-“Hiring of 3(Three) Nos. four wheeler diesel/petrol driven
Commercial Vehicles for the Official use of Gujarat Rail
Infrastructure Development Corporation Limited (G-RIDE) on
Monthly rental basis.”**

1. I/We.....have read the various conditions of tender attached hereto and hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work. I/We agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days after the last date fixed for submission of bid including the extension(s) given, if any and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money”. I/We offer to do the work as set out in the Bid document. I/We also agree to abide by the Condition of the Contract and to carry out the work according to requirement, specifications and conditions as laid down by the G-RIDE (“The Authority”) Administration for execution of present contract.

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

3. A Sum Rs.50,000/- (Rupees Fifty Thousand only),has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:

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(i) I/we do not execute the contract agreement within 7 days of submission of PG as stipulated vide clause 5.1 of Instructions to the Bidders (*Section-1*) or as specified by G-RIDE ("The Authority") that such documents are ready.

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

4. Until a formal agreement is prepared and executed, Letter of Acceptance (*LOA*) issued by G-RIDE ("The Authority"), shall constitute a binding contract, between us and G-RIDE ("The Authority"), subject to the modification, as may be mutually agreed to and indicated in the letter of acceptance or my/our offer for the work.

.....
Signature of Witness Signature of Tenderer(s)

.....

Place:

Tenderer/s address:

Date:

.....

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APPENDIX-II

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED REPRESENTATIVE

Know all men by these presents, We, *[name of organization and address of the registered office]* do hereby constitute, nominate, appoint and authorize Mr/Ms*[name]*, son /daughter/ wife of *[name]*, and presently residing at *[address]*, who is presently employed with/retained by us and holding the position of *[designation]* as our true and lawful attorney (*herein after referred to as the "Authorized Representative"*), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the work *[name of work]*,. including but not limited to signing and submission of all applications/bids, proposals and other documents and writings and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said work and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, *[name of organization]*, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS *[date in words]* DAY OF *[month]* *[year in 'yyyy' format]*.

For *[name and registered address of organization]* *[Signature]*
[Name]
[Designation]

Witnesses:

1. *[Signature, name and address of witness]*
2. *[Signature, name and address of witness]*

Accepted
[Signature]
[Name]

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[Designation] [Address]

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under seal affixed in accordance with the required procedure.

2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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APPENDIX-III
FORMAT FOR TECHNICAL BID

Sr. No	Item	Details
1.	Name of firm/Company/Agency (Copy of Shop Act/ Company Registration Certificate should be enclosed)	
2.	Complete Address & Contact Number	
3.	Number of years' experience in providing vehicles in Government/Semi Government/Public Sector Undertakings.	
4.	Name and Address of the Departments in respect of Sr.No 3 above	
5.	PAN Number (with proof)	
6.	Service Tax Registration No (with proof)	
7.	Details of the vehicles owning/in Possession for providing on hire (With Make Model and Year along with the copy of Registration Certificate of each of the vehicle).	

The eligible vehicles details only should be included

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APPENDIX- IV
FORMAT FOR SCHEDULE OF ITEMS, REPAIRS & QUANTITIES/ FINANCIAL BID

Category	Description of Work	Qty.	Unit	Rate per Vehicle Month	Amount
A.	Providing Diesel/Petrol driven Air-Conditioned Innova, Scorpio, Ciaz, Honda City or similar vehicles for use by Directors on hiring basis for three years.	2x36=72 Nos.	Vehicle Months	To be quoted by the bidder	--
B	Providing Diesel/petrol driven Indigo, Amaze or similar vehicles for use by Staff /Office on hiring basis for three years.	1x36=36 Nos.	Vehicle Months	To be quoted By the bidder	--

Note:

1. Bidder is to submit Tender/Quotations for both the Categories i.e Category A & B seperately. The above rates shall be inclusive of all taxes, license fee, permit, driver's wages, repair and maintenance of vehicles etc. However, service tax, toll tax and parking charges will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.
2. The **additional charges** payable to the contractor per KM for usage of vehicle beyond 3000 Kms in a month would be **Rs.8/- per KM**.
3. The **additional charges** payable to the contractor per hour for usage of vehicle is beyond 312 hrs per month would be **Rs.30/- per hour**.
4. In case driver stay overnight at a place other than the normal headquarter of the vehicle, payment of **Rs.200/-** will be paid per night per outstation duty.
5. Additional Payment of **Rs30/- per hour** will be paid, in case vehicle runs any time between **22:00 Hrs to 06.00 Hrs only**.

Declaration by the tenderer

(1) I/We am/are signing this document after carefully reading the contents.

(2) I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

Signature of tenderer/s

Address:

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APPENDIX- V
FORMAT FOR AGREEMENT

(To be executed on requisite value of stamp papers)
AGREEMENT

THIS AGREEMENT made on _____ day of _____ *(Month/year)* between Gujarat Rail Infrastructure Development Corporation Limited (G-RIDE), UdhogBhavan, Gandhinagar, *(hereinafter called "the Employer")* of the one part

And

_____ *(name and address of the Contractor) (hereinafter called "the Contractor")* of the other part.

WHEREAS the G-RIDE is desirous that certain works should be executed by the Contractor viz. Contract No. _____ *(hereinafter called "the works",* and has accepted an Offer by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a. Letter of Acceptance of Tender
 - b. Instructions to the Tenderer
 - c. General & Special Conditions of the Contract
 - d. Schedule of Quantity & Rate
3. In consideration of the payments to be made by the G-RIDE to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the G-RIDE to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The G-RIDE hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

*(Name, Designation and address
of the authorized signatory)*

*(Name, Designation and address
of the authorized signatory)*

Signed for and on behalf of the Contractor Signed for and on behalf of the G-RIDE
in the presence of: in the presence of:

Witness: Witness:

1.

1.

2.

2.

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APPENDIX- VI
FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee no.....

Date.....

To,

Director (BD & Finance),
Gujarat Rail Infrastructure Development Corporation Limited,
Sector 11, Gandhinagar, Gujarat,
India, 382017.

Reference:-Contract No....., awarded on

This deed of Guaranty made this day of _____ between _____ (*name of Bank*) having registered office at _____ and branch office at _____ (*hereinafter referred to as "Bank"*) of the one part and

Gujarat Rail Infrastructure Development Corporation Limited (*hereinafter called the Employer*) of the other Part.

Whereas Gujarat Rail Infrastructure Development Corporation Limited has awarded the Contract no..... for (*Hereinafter called "the Contract"*) to M/s..... its registered office at (*Hereinafter called "the Contractor"*).

Whereas the contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs..... (*Rs. In Words*).

Now, we the undersigned (*Name of Bank officials*), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs..... (*Rs. In Words*) as stated above.

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement . 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..... (*Rs. In Words*) only.

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We..... *(indicate the name of Bank)*, further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us *(name of Bank)* under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We..... *(indicate the name of Bank)*, to further agree that the guarantee herein contained shall remain in full force 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 Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by

..... *(Designation & Address of Contract signing authority)* on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the employer or until *(date of validity/extended validity)* whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we *(Name of Bank)* unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we *(Name of Bank)* shall pay the Employer the full amount of the guarantee on demand without demur.

We..... *(indicate the name of Bank)*, to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any power exercisable by the employer against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

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The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Contractor.

The expressions "the Employer", "the Bank "and the Contractor" hereinbefore used shall include their respective successors and assigns.

We..... *(Name of the bank)* lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs.....
(in words).

ii) This Bank Guarantee shall be valid up to unless extended on demand by Employer.

iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before.....

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of being herewith duly authorized.

Bank seal

Signature of Bank Authorize Official with seal
Name.....
Designation:
Address:

:

Witness:

1. Name:

Designation:

Address:

2. Name:

Designation:

Address: