

Government of India
Ministry of Railways



Tender Document for

“Calibration of Sensors from Outside agency” on Open Tender basis available in Testing Directorate, R.D.S.O., Manak Nagar, Lucknow On Open tender basis for five years.

TENDER No: TST_TC_CAL_2022_01

Tender to be closed on **15.06.2022 at 15.00 hrs.**

Estimated cost of work: Rs.17, 04,215.00

(Rupees Seventeen Lakh Four Thousand Two Hundred Fifteen Only)

No. of Pages including cover :18

Testing Directorate
RESEARCH DESIGNS & STANDARDS ORGANISATION
Manak Nagar, Lucknow - 226011

Tender Document Cost: NIL

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Government of India, Ministry of Railways, Research Designs and Standards Organization reserves the right to accept or summarily reject or cancel any or all bids without assigning any reason.

Part-I

1. PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

- 1.1.** Tender papers are not transferable.
- 1.2 Description and location of the organization:** Research, Designs & Standards Organization (RDSO), situated at Manak Nagar, Lucknow. This Organization is engaged in research, design & standardization of works in various railway disciplines. Testing Directorate is one of the directorate of this organization and assigned to conduct field tests on areas of Railway rolling stock e.g. Oscillation Trials, Coupler Force and controllability Trials, EBD trials, Jerk Trials Platform clearance trials on a new or modified design of rolling stock, which is proposed to be cleared for running on IR track as well as other work.
- 1.3 Site:-** Testing Directorate, RDSO at Lucknow.
- 1.4** The tender shall consist of 3 parts:
Part I - Preamble & General Instructions
Part II - General Conditions of Contract
Part III - Special Conditions of the Contract
- 1.4.1 Scope of work:** The work includes **Calibration of Sensors from outside agency (Optical Displacement Sensors, Contactless Temperature Sensors, Compact Pressure Transmitter ,Speed Sensors & Temperature Gun (Infrared Thermometer)**” on open tender basis. The Sensors are available in Testing Directorate, R.D.S.O., Manak Nagar, Lucknow.
- 1.4.2 Period:** The work will be for five years from the date of signing the contract agreement.
- 1.4.3** Last date for submission and closing of tenders:
- Tender will be closed on **15.06.2022 at 15:00 Hrs.**
 - Contractor may participate in the tender only through **E-Tendering process**, after login on IREPS website **www.ireps.gov.in**
 - Manual/Telegraphic bids will not be accepted under any circumstances.
- 1.5** The intending Tenderers are advised to study the tender papers carefully. The submission of the tender shall be deemed to have been done after careful study and examination of the tender papers with a full understanding of the implications thereof.
- 1.6** All information in the tender must be in Hindi or English. Information in any other language must be accompanied by its authenticated translation in English. In the event of any discrepancy between a tender in a language other than English and its English translation, the English translation will prevail.
- 1.7** The tender shall be either type written or hand written neatly in indelible ink and corrections, if any, attested by the individual signing the tender.
- 1.8** Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:
- 1.8.1** As sole proprietor of the concern or as Attorney of the sole proprietor;
- 1.8.2** As partner or Partners of the firm; and
- 1.8.3** As a Director, Manager or Secretary in the case of Limited Company Rule authorised by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association. In the case of a firm not registered under

the Indian Partnership Act, all the partners or the Attorney duly authorised by all of them should sign the tender and all other connected documents.

- 1.8.4** Requisite power of Attorney or such other documents empowering the individual or individuals to sign should be furnished to the R.D.S.O. for verification, if required.
- 1.8.5** The R.D.S.O. will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract if any. However, it may recognise such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the Contractor.
- 1.8.6** Tenderers should keep their offers valid for period of 90 days from the date of opening of tender.
- 1.8.7** All the copies of forms enclosed/uploaded with tender paper should be duly filled in by the tenderer and uploaded along with the tender duly signed and Stamped on each page.
Last date for submission and closing of tenders is 15.06.2022.
- Tender will be closed on 15.06.2022 at 15:00 hrs.
 - Tenderer may participate in the tender only through **E-Tendering process**, after login on IREPS website www.ireps.gov.in.
 - Manual/Telegraphic bids will not be accepted under any circumstances
- 1.8.8** All the copies of forms enclosed/uploaded with tender paper should be duly filled in by the tenderer and uploaded along with the tender duly signed and Stamped on each page.
- 1.8.9** The electronic offers shall be digitally signed by the tenderer. To ensure confidentiality and security, the offers will be auto encrypted using highest level of digital security before transmission on internet channels. Such electronic offers are received in a time locked electronic tender box, where they remain encrypted till stipulated tender opening date/time. All the details of the digital certificate as obtained from the C.A., showing the identity of the person who is authorized to sign and submit an electronic offer will get auto attached along with the electronic offer, and can be verified by RDSO at a later stage, to establish the identity of the person who has digitally signed and submitted his electronic offers. This is similar to an authenticated copy of the document which authorizes the signatory to commit on behalf of the firm.
- 1.8.10** The tenders will be opened on **15.06.2022** at 15.30 hrs.

1.9 Tenderer's Credentials:

“The tenderer shall furnish a Copy of the Valid (as on Tender opening date) NABL certification of the lab/ facility wherein the sensors mentioned in clause no 3.2 are proposed to be calibrated.”

- 1.10** The RDSO attaches utmost importance to realistic and timely deliveries and completion of the work. The basic consideration and the essence of the contract shall be the strict adherence to the stipulated time frame and proper quality of calibration.

1.11 General Instructions.

- 1.11.1** The tenderer shall keep his offer open for acceptance of a minimum period of 90 days from the date of opening of the tender.
- 1.11.2** The contract will be for a period of Five (05) years from the date of signing the contract agreement). The contract period may be extended to a further period of 06 months mutually agreed by both the parties, on the same terms conditions.
- 1.11.3** **An earnest money** equivalent to **Rs. 34,100/-** shall accompany the tender. The tender not accompanied by Earnest Money in any one of the approved forms shall be rejected

summarily. The Tenderer is required to deposit an Earnest Money of **Rs. 34,100.00 /-** (**Rupees Thirty Four Thousand One Hundred only**) through online modes as permitted in IREPS application.

- 1.11.4 No interest shall be allowed on the earnest money.
- 1.11.5 The Earnest Money /Bid Guarantee is likely to be forfeited if the tenderer withdraws commitments, impairs or derogates from the tender in any respect within the period of his offer.
- 1.11.6 In case of unsuccessfulness, the Earnest Money of tenderer will be returned to him by the RDSO.
- 1.11.7 The tender, when submitted, shall not constitute an agreement and the tenderer shall have no cause of action or claim against the R.D.S.O. for rejection of his offer. The RDSO shall always be at liberty to reject or accept the offer at the own discretion and any such action will not be called into question and the tenderer shall have no claims in that regard against R.D.S.O.
- 1.11.8 The tender shall submit an affidavit on stamp paper to the effect that all the documents submitted by her along with her bid are true. The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid.
- 1.11.9 Acceptance of tender shall be communicated by FAX/ Telex / Telegram /Express Letter or a formal letter of Acceptance of Tender. When acceptance is communicated by FAX/ Telex/ Telegram/ Express Letters, the formal letter of acceptance will be sent to the Tenderer as soon as possible. But the FAX/ Telex/ Telegram or express letter should be deemed to conclude the contract.
- 1.11.10 The successful tenderer shall be required to execute agreement as necessary with President of India acting through Director General/Executive Director (Testing). RDSO as the case may be for carrying out the work as per agreed conditions.
- 1.11.11 The tenderers are requested to quote their offers in the bid form. The tenderer should quote the price inclusive of all taxes and discount. The rates quoted by the tenderer shall be all- inclusive i.e. equipment and facilities for the calibration. No any additional charges to any form will be admissible. Offer not received in the prescribed format is liable to be disqualified.
- 1.11.12 Third party calibration by the firm will not be accepted.

PART II
GENERAL CONDITIONS OF THE CONTRACT

2.0 Definitions

2.1 In these conditions of contract the following terms shall have the meaning hereby assigned to them except; where the context otherwise requires:

- a) **"R.D.S.O."** shall mean the President of the Republic of India working through the Director General, R.D.S.O.
- b) **"Director General"** shall mean the officer in administrative charge of the R.D.S.O.
- c) **"Executive Director Testing,"** shall mean the officer in charge of the Testing Directorate.
- d) **"Engineer"** shall mean the Director General RDSO's representative in executive charge of the works and shall include the higher officers of the Testing Directorate of the R.D.S.O. such as Director, Joint Directors.
- e) **"Engineer's representative"** shall mean the Director/Joint Director/Dy. Director / Assistant Research Engineer (Testing) in direct charge of the works and shall include any Resident Engineer or Sub-Engineer or Foreman or inspector appointed by the R.D.S.O.
- f) **"Specification"** shall mean the technical specifications outlined in these documents as may be amplified added to or superseded by specification, if any.
- g) **"Contractor"** shall mean the person, firm or company, whether incorporated or not who enters into contract with the R.D.S.O. and shall include their successor (approved by the R.D.S.O.), executors and administrators and permitted assigns as the case may be unless excluded by the, terms of the contract.
- h) **"Contract"** shall mean and include the preamble and General Instructions, General Conditions of Contract, Special Conditions of Contract, Prices and payment, Technical Specifications and other conditions specified in the Tender, Advance Acceptance of Tender, Acceptance of Tender and formal Work Order/Agreement, if executed.
- i) **"Contractor's representative"** shall mean a person in supervisory capacity who shall be so declared by the Contractor and who shall be authorised to receive materials issued by the R.D.S.O. to the Contractor for the work. He shall be responsible for proper execution of works at each or all places and take orders from Engineer(s) and carry out the same.
- j) **"Equipment"** shall mean all or any equipment required for the satisfactory operation as a whole of the installation.
- k) **"Materials"** shall mean all equipment (s), components, fittings and other materials required to complete the work.
- l) **"Tenderer"** shall mean and include any person, firm or company or body corporate or others who sublet the tender, which has been invited.
- m) **"Work or Works"** shall mean all or any of the items of the work for which the Tenderer/Contractor has tendered/ contracted according to the specifications and annexures hereto annexed or to be implied there from or incidental there to or to be hereafter specified or required in such explanatory instructions being in conformity with the original specifications, annexures and schedules and also such instructions and

drawings additional to the afore mentioned as may from time to time be issued by the Director General/RDSO through Executive Director/Testing during the progress of the contracted work.

- n) **"Writing"** shall mean and include all matters written, typewritten or printed either in whole or in part.
- o) **"Constructional Equipment"** shall mean appliances or things of whatever nature required for the execution, completion or repair under Guarantee/ Warranty of the works but do not include materials or other things intended to form or forming part of the permanent work.
- p) **"Schedule of Rates"** shall mean the schedule of rates as annexed to the contract agreement or as amended there after in the manner provided for in the contract.
- q) **"Site"** shall mean the location of oscillograph car, in which the works are to be carried out, and any other lands or places provided by the R.D.S.O. for the purpose of the contract.
- r) **"Maintenance"** shall mean complete maintenance services of the equipment and its accessories for the satisfactory working of the entire equipment covered under this contract. It will also include replacement and fitment of all the spares and any accessories, which are necessary for the smooth functioning of the D.G. set. However, the charges of spares and accessories would be paid extra. It will also cover the points as detailed in "Part-III: Special conditions of the contract" under Scope of Work, Schedule Maintenance and Breakdown Maintenance.

2.2 Co-relation and intent of contract documents; the RDSO and the contractor shall sign the contract documents in duplicate. The contract documents are complementary, and what is called for by any one shall be binding as if called for by all.

2.3 Law governing the contract: The contract shall be governed by the Indian Railway standard Conditions of Contract in force in the Republic of India.

2.4 Compliance to regulations and Law: The Contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any local authority.

2.5 Taxes- The Contractor shall pay all taxes, duties, charges or levies which may be assessed, imposed or levied upon the plant or any income realised by him under contract by any country or Governmental agency thereof in which the plant is situated or from where it is.

2.7 SECURITY DEPOSIT & PERFORMANCE GUARANTEE:

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

- i. Security Deposit for each work should be 5% of the contract value.
- ii. The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered.
- iii. Security Deposit will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.

(B) Introduction of Performance Guarantee:

The procedure for obtaining performance guarantee is outlined below:-

- (a) The successful bidder should give a Performance Guarantee (PG) amounting to 03% of the contract value in any of the following forms:

- (i) A deposit of cash (ii) Irrevocable Bank Guarantee (iii) Government Securities at 5 percent below the market value (iv) Deposit receipts, Pay Orders, Demand Drafts and Guarantee bonds either of the State Bank of India or of any of the nationalized Banks (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks (vi) A Deposit in the Post Office Saving Bank (vii) A Deposit in the National Savings Certificates (viii) Twelve years National Defence Certificate (ix) Ten years Defence Deposits (x) National Defence Bonds and (xi) Unit Trust Certificates at 5 percent below market value or at the face value whichever is less.
- (b) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of letter of acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- (c) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on "No claim Certificate."
- (d) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.
- (e) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
- (iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

2.7 All notices, communications, references and complaints made by the Director General/RDSO through Director/Testing or his representative or the Contractor interest concerning the works shall be in writing and no notice, communication, reference or complaint not in writing shall be recognised.

2.8 The Contractor shall furnish to the Engineer the name, designation, and address of his authorised agent and all complaints, notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorised agent or left at or posted to the address so given and shall be deemed to have address so given in the case of posting, on the date on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left.

- 2.9 Occupation of and use of land:** the Contractor without the permission of the R.D.S.O shall occupy no land belonging to or in the possession of the R.D.S.O. The Contractor shall not use or allow to be used, the site for any purpose other than that of execution of the works.
- 2.10 Subletting of contract:** The Contractor shall not assign or sublet the contractor any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission of R.D.S.O.
- 2.11 Representation on works:** The Contractor shall have an authorised agent, who shall be available during working hours and shall on receiving reasonable notice present himself to the Engineer. Orders given by the Engineer to the agent shall be deemed to have the same force as if they had been given to the Contractor.
- 2.12 Provision of efficient and competent staff:** The Contractor shall place and keep on the works at all times qualified, efficient and competent staff to give the necessary direction to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labours, in or about the execution of the works as are careful and skilled in their various trades and callings. The Contractor shall at once remove from the work any agent, permitted sub-contractor supervisors, workmen or labour who shall be objected to by the engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 2.13** The Contractor shall indemnify and save harmless the RDSO from and against all actions, suit proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the RDSO by reason of any act or commission of the Contractor, his agents or employees, in execution of the works or in the guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be implied to the use of RDSO, without reason or reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 2.14 Delays & Extension of time:** If in the opinion of the Engineer, the progress of work has at any time been delayed by any act or neglect of RDSO employee or by any of these conditions or by strikes, lockouts, fire, unusual delay in transportation, exceptionally inclement weather, unavoidable casualties or any causes beyond the contractor's control or by delay authorised by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the RDSO, for which he shall have specifically applied in writing to the Engineer or his authorised representatives or by any other causes which the Engineer shall decide to justify the delay, then the time of completion of the works may be extended for such reasonable time as the Engineer on behalf of the RDSO may decide.
- 2.15 Extension of time on RDSO Accounts:** - In the event of any failure or delay by the RDSO to hand over to the contractor facilities for execution of work to give necessary notice to commence the work or to provide drawings or instructions or any other cause whatsoever, then such failure or delay shall in no way affect or vitiate contract or alter the character thereof or entitle the Contractor to damages or compensation therefore, but in any such case, the RDSO may grant such extension or extensions of the completion date as may be considered reasonable.

- 2.16 Illegal gratification:** -Any bribe, commission, gift or advantages given promised or offered by or on behalf of the contractor or his partner or agent or servant or any one on his or their behalf to any officer, or employee of the RDSO, or to any person on his or their behalf in relation to the obtaining or execution of this or any other contract with the RDSO, shall in addition to any criminal liability which he may incur, subject the contractor to the rescission to the contract and shall other contracts with the RDSO, and to the payment of any loss or damage resulting entitled to account the amount so payable from any money due to the contractor under the contract with the RDSO. The contractor shall not lend or borrow from or have entered into any monetary dealings or transactions either directly or indirectly with any employee of the RDSO, and if he shall do so the RDSO shall be entitled forth with to rescind the contract and all other contracts with the RDSO. Any question or dispute as to the commission of any offence or compensation payable to the RDSO under this clause shall be settled by the Director General of the RDSO in such manner as it shall be final and conclusive.
- 2.17 Contractor's Understanding:** It is understood and agreed that the Contractor has by careful examination, satisfied himself so as to the nature and location of the work, the character of the equipment and facilities needed, preliminary to and during the execution of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- 2.18 Other contracts in connection with work:** The RDSO shall have the right to let other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their material and the execution of their work and shall properly connect and co-ordinate his work with theirs. If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.
- 2.19 Adherence to specifications:** The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If the Contractor performs any work in a manner contrary to the specification or drawings or any of them and without such reference to the engineer, he shall bear all the costs arising or ensuing there from and shall be responsible for all loss to the RDSO.
- 2.20 Drawing and specifications of the works:** The Contractor shall keep one copy of drawings and specifications at the site, in good order, and such other contract documents as may be necessary to the Engineer.
- 2.21 Ownership of drawings and specifications.** All drawings and specifications and copies thereof furnished by the RDSO to the Contractor are deemed to be the property of the RDSO. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the RDSO on completion of the works or termination of the contract.
- 2.22 Sheds. Storehouses and yards:** The RDSO shall as may be mutually agreed to, provide accommodation for temporary office and storeroom at the site for use by the Contractor. The contractor shall pay rent for this accommodation as may be fixed by the RDSO. Electricity consumed in the office storeroom in connection with erection work shall be paid by the Contractor to the RDSO at the rates to be fixed by the RDSO.

- 2.23 Utilities:** Electricity needed in connection with testing and commissioning will be supplied free of cost by RDSO.
- 2.24 Tools and Construction Equipment:** The Contractor shall provide at his cost all equipment (s) tools, tackles etc. required for pre-assembly, erection, testing and commissioning of the equipment and installations covered under this contract.
- 2.25** The Transit insurance of the materials and equipment, from the manufacturer's factory to the RDSO site as well as the Insurance of the materials and equipment from its time of receipt at the site till the issue of Acceptance Certificate shall be arranged by the Contractor at his cost.
- 2.26** Any tools, tackles, vehicles, etc. brought by the Contractor to the site in connection with his obligations under the contract will be at his cost.
- 2.27** From the time of receipt at site of materials, equipment and tools, tackles, etc to the time of completion of erection, installation, commissioning and issue of Acceptance certificate, the contractor shall insure at his cost all the works covered by the contract, including equipment, goods materials and installation. For this purpose, the contractor shall arrange to secure keep in force a policy or policies of insurance as may be necessary for such amounts and periods to protect the work including all materials, plant, equipment and stores against all risks to be accepted under this contract. The form, manner and limit of such insurance, which shall be taken from any Nationalised Insurance Company, shall be acceptable to the RDSO. However, irrespective of such acceptance by the RDSO, the responsibility to maintain the insurance at all times during the currency of the contract shall remain with the contractor alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.
- 2.28** The risks are to be covered under the insurance shall include, but not be limited to loss or damage in transit theft, pilferage, riot, civil commotion, weather conditions, accident of all kind s of fire, war risk etc. The scope of all such insurances shall cover the entire value (and duration) of the work from time to time.
- 2.29 Modification to be in writing:** In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the RDSO and the Contractor, and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing, supplementing the contract or any of the terms thereof shall be deemed conditional and not be binding on the RDSO unless and until the same is incorporated in a formal instrument and signed by the RDSO and the Contractor and till then the RDSO shall have the right to repudiate such arrangement.
- 2.30 Materials received for work:** The Contractor shall utilise all materials procured specifically for the purpose of execution of work in the work or for supply of spares or other requirements. Any surplus materials left over at the end of work shall not be disposed of without prior approval of the RDSO in writing.
- 2.31** The Contractor shall make his own arrangements for loading or unloading of all his materials, at his depositor at work-site.
- 2.32 Property in materials and plant:** The materials and plant brought by the Contractor upon the site or on the land occupied by the contractor in connection with the works and intended to be used for the execution there of shall immediately, they are brought

upon the site or the said land, be deemed to be the property of the RDSO. Such of them, as during the progress of the works, are rejected by the Engineer, or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the RDSO and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the contractor nor shall the RDSO be in any way answerable to any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

- 2.33 Clearance of site on Completion:** On the completion of the works the Contractor shall clear away and remove from the site / oscillograph car all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and work clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the contractor till, in addition to any other condition necessary for such final payment, site clearance shall have been effected by him, and such clearance may be made by the Engineer at the expense of the contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expense of the contractor, the RDSO, shall not be held liable for any loss or damage to such of the contractor's property as may be on the site and due to such removal there from, which removal may be effected by means of public sale of such materials as property or in such a way as deemed fit and convenient to the Engineer.
- 2.34 No Claim Certificate:** After issue of the aforesaid "Acceptance Certificate" under clause 2.34 the Contractor shall sign a "No Claim Certificate" in favour of the R.D.S.O. in such a form as shall be required by the RDSO.
- 2.35 Cessation of RDSO Liability:** The RDSO shall not be liable to the Contractor for any matter arising out of, or in connection with the contract or the execution of the work unless the contractor shall have made a claim in writing in respect thereof before the issue of 'Acceptance Certificate' under clause 2.34 above.
- 2.36 Unfulfilled obligations:** Notwithstanding the issue of the 'Acceptance Certificate' the Contractor and the RDSO shall remain liable for the fulfilment of any obligation incurred under the provisions of the contract prior to the issue of the 'Acceptance Certificate' and for the purpose of determining the nature and extent of any such obligation the contract shall be deemed to remain in force between the parties hereto.
- 2.37 Determination of contract owing to default of contractor: Right of RDSO to determine Contract:** The RDSO shall be entitled to determine and terminate the contract at any time, should in the RDSO opinion, the cessation of work become necessary owing to paucity of funds or from any other cause whatsoever, in which case the value of approved materials at site and work done to date by the contractor will be paid for in full at the rates specified in the contract. Notice in writing from RDSO of such **determination** and the reason therefore shall be conclusive evidence thereof.
- 2.38 Termination of the contract:** RDSO Administration shall have the rights to terminate the contract any time without assigning any reason during the currency by giving one-month notice to the contractor in writing.

Upon termination of the contract, another acceptance test exactly the same as the one conducted at the time of takeover of maintenance shall be conducted by the contractor

at his cost. Personnel sponsored by RDSO will be allowed to observe maintenance work by contractor for a period of two weeks prior to termination of the contract to gain practical knowledge on the maintenance of the systems and the acceptance test mentioned above will be conducted in their presence.

2.39 Force Majeure: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may at its option terminate the contract by giving notice 14 days to the other party.

2.40 The courts of the place from where the contract has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

- (a). All matters in question dispute or difference directly or indirectly arising out of or in connection with or touching this contract shall be referred to arbitration.
- (b). A sole Arbitrator who shall be the Director General or a Gazetted Railway Officer nominated by him in that behalf in cases where the claim in question is below rupees 3,00,000/- (Three lakhs) and in case where the issues involved are not of a complicated nature. The Director General shall be the sole Judge to decide whether or not the issues involved are of a complicated nature.
- (c). Two arbitrators, who shall be gazetted Railway Officers of equal status to be appointed in the manner laid down in Clause (b) for all claims of Rs. 3,00,000/- and above and for all claims irrespective of the amount of value of such claims if the issues involved are of a complicated nature or not. In the event of two arbitrators being divided in their opinion the matter under dispute will be referred to an Umpire to be appointed in the manner laid down in Clause (b) for his decision.
- (d). The Arbitrator/Arbitrators/Umpires so appointed, as the case may be shall give the award on all matters referred to arbitration indicating there in break up of the sums awarded separately on each individual contract relates. The arbitrator shall be the Gazetted Railway Officer who in the course of his/their duties as Railway servant(s) has/have not expressed views on all or any of the matters under dispute or difference. The award of the arbitrator or arbitrators or Umpires as the case may be shall be final and binding on the parties to the Contract.
- (e). Subject as aforesaid, Arbitration Act 1940 and the Rules there under and any statutory modification thereof shall apply to the arbitration proceedings under this clause.

PART –III

SPECIAL CONDITIONS OF THE CONTRACT

3.0 General

- The intending tenderers are advised to study the General Conditions of Contract Regulations and Instructions for tenderers and standard forms of contract General Conditions of Contract for services (GCCS-2018) and its amendment issued from time to time and as mentioned in the special conditions of the contract (SCC) attached, and make themselves conversant with their contents, as these shall govern this contract and shall form an integral part thereof, save and except where these are repugnant to the terms and conditions brought out in the tender documents.
- The special conditions of contract are in addition to the General condition of contract. In case of any conflict in clauses of SCC & GCCS, The SCC shall prevail.

3.1 SPECIAL CONDITIONS FOR THE CONTRACT OF CALIBRATION OF THE SENSORS:

- The Facility (where calibration of the sensors, shall be carried-out) should have a valid (as on Tender opening date) NABL certification in accordance with ISO/IEC 17025 : 2005-"General Requirements for the Competence of Testing & Calibration Laboratories". A Copy of the valid NABL certificate should be enclosed with the offer.

3.2 Scope of the Works

The conditions given in this chapter deals with the special conditions of contract for carrying out the work of “**Calibration of Sensors from outside agency (Optical Displacement Sensors, Contactless Temperature Sensors, Compact Pressure Transmitter ,Speed Sensors &Temperature Gun (Infrared Thermometer)** for a period of 05 year” available in Testing Directorate, R.D.S.O., Manak Nagar, Lucknow. These Sensors are used during field tests on rolling stock e.g. Oscillation Trials, Coupler Force and controllability Trials, EBD trials, Jerk Trials Platform clearance trials on a new or modified rolling stock, where signals are captured by data acquisition system for its processing followed by performance, evaluation used as decisive factor for Rolling stock clearance.

TECHNICAL DETAILS OF THE SENSORS: The following sensors are required to be calibrated periodically over the period of contract

S. No.	Description of Transducers/Sensors	Qty. in Nos.	Technical Details of sensors.
1.	Temperature Gun (Infrared Thermometer)	50	Temperature range = -30 to 650 C Power 1AA IEC LR06 BATTERY
2.	Optical Displacement Sensor (Laser)	675	1. Displacement : 0-200mm Supply Voltage : 11 to 30VDC Current consumption : 50mA Max. Output current : 4 to 20mA Linearity : $\leq \pm 0.2\%$ FSO Resolution : 100 μ m (static)

			2. Displacement : 200mm-500mm-800mm 11-30VDC Supply Voltage : 50mA Max Current Consumption : 4-20mA Output Current : $\leq \pm 0.5\%$ FSO Linearity : $\leq \pm 0.12\%$ FSO Resolution :
3.	Contactless Temperature sensor	165	Ambient Temperature : 500°C Output signal : 4 to 20mA Transmission : 1000 Operating Voltage : 5 to 28 VDC
4.	Compact Pressure Transmitter	900	Range : 0 to 20 bar Output Signal : 4 to 20 mA ± 0.40 Zero Signal : 4 ± 0.40 mA Operating Voltage : 7 to 30VDC
5.	Speed Sensor	145	Range : 0-200 kmph Optical range : 50 to 2000 mm Opt Speed range : 250,000 rpm Ext. power input : 7.5 to 40 VDC@300mA Output Current : 100mA Maximum

The quantity of these sensors may increase/decrease as per availability due to future procurement & damage of these sensors if any.

3.3 CALIBRATION WORKING INSTRUCTION:

The sensors will be calibrated as per the calibration Working Instructions given below:

- i. The calibration certificate issued shall be valid for a period of ONE YEAR and the sensors / transducers will be re-calibrated after a period of one year and fresh calibration certificate is to be issued.
- ii. Calibration certificates shall be issued as per specific standards of ISO norms, of type of sensors further indicating Validity, Traceability of calibration of that sensors, including date of calibration and expire date, and name of firm etc.
- iii. All the calibrated sensors must be pasted with plastic coated/water proof stickers for ensuring its validity and Traceability.
- iv. Four point calibration i.e. Minimum, Two intermediate points and Maximum for all the sensors shall be provided as per the Technical Details. Graphs may also be provided of each sensor, covering details of measurement between engineering units and electrical units.
- v. The successful tenderer should be in a readiness for the calibration of sensors. All the calibrated sensors with the calibration report should be returned to Testing Directorate, RDSO, Lucknow, within 03 working days for local firm & 05 working days for outside firm (i.e. other than Lucknow) after date of collection (of sensors) from this Directorate. In case of any defect is found during calibration, it should immediately be informed to this Directorate.
- vi. The calibration facilities should be fully Air Conditioned to avoid the effect of temperature and dust on the Calibrating Equipment and sensors during the calibration.

3.4 Penalties:

- i. In case of any miss-happening/ accident to person/ material (sensors), the liability lies on the firm and no liability will lie on the Research Designs & Standards Organization, Ministry of Railways during the currency of the contract.
- ii. In the case of local firm, the 02 working days time are given to them to return the calibrated sensors along with calibration certificating. In case of out side firm 05 working days are given to them to return the calibrated sensor along with calibration certificate.

Penalty of Rs 500/- per day will be imposed in case of delivering of sensors beyond specified time period with an time period of 07 days, for, subsequently 1500/- will be imposed on further day. Amount computed (against the penalty) will be recovered from the bills/security deposit. Sensors will be collected from respective units/Lab of the Directorate and the same will be returned to them (accordingly) with receipt of successful delivery mentioning date of collection & date of delivering. No TA/Convince charges will be paid by RDSO office to collect /or to deliver the sensor by this office of the firm.

- iii. The firm will be periodically inspected by Testing Directorate, so it is advised to keep laboratory at their best to avoid delay on account of other issues so as to match calibrating schedule of the Directorate.
- iv. In case any of the sensors taken by the firm for calibration got damaged /lost, the firm will pay the actual cost of the sensor on date with all taxes.
- vi. In case of any sensor found, out of calibration, the same shall be informed by fax, or e-mail, or by telephone for recalibration. If the sensors are observed are out of calibration during the validity period of calibration by field trials, the firm will be responsible to recalibrate that sensor and return the sensor at the earliest, without any additional charge.

3.5 Payment terms:

- i. The calibration contract by the tenderer will be on yearly basis which will be for 60 months from date of operation. Maximum 06 months extend may be given to the firm after expiring of successful contract period, for a period of 05years and firm have to continue the calibration on same rate & condition as quoted as tender document if such privilege is given to them by the Testing Directorate.
- ii. Payment shall be made on quarterly basis after satisfactory calibration by the firm for the no. of sensors calibrated during the period. Bills for calibration of the sensors for quarterly shall be submitted to RDSO Office / Testing Directorate for verification and payment. The bills will be verified and forwarded to the accounts for payments of the deduction of penalties and taxes in vogue from the bills if any. You shall mention name of the work and reference of agreement in the bills as well as name of bank, branch, a/c no., bank code no. and PAN on the bills. The contractor, who has signed the contract agreement, should sign the bills. The Income Tax will be deducted from your bill as per extant rule however Service Tax (if any) will be paid by you to the Government of India (Service Tax Department)

3.6 VARIATIONS IN EXTENT OF CONTRACT :

Unless otherwise specified in the special condition of contract, the accepted variation in quantity of calibration of sensors may be up to 25% of the quantity original contract after expiry of contract period. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of variation in quantity of calibration of sensors.

3.7 GENERAL TERMS & CONDITIONS;

- i. RDSO administration, Lucknow shall reserve the right to delete the name of the firm from the list of approved firms and/or not to calibrate the sensors by the firm without giving any notice and without assigning any reasons.
- ii. In case of any other dispute of any kind and in any respect whatsoever the decision of the **Executive Director/Testing/RDSO Lucknow** shall be final and the firm are bind to follow.
- iii. The tenderer will be responsible to ensure complaint free service and good behaviour and attitude with Lab In-charge and field units which are responsible for calibrating their sensors.
- iv. In case of discrepancy or dispute relating to erratic behavior of the sensors after calibration, the decision of the **Executive Director/Testing/RDSO Lucknow** shall be final which firm are bind to follow.
- v. The Firm/Lab will be responsible to ensure punctuality of the timings to collect the sensors, once it is informed by any mode and back safely after calibration shall be at the firm's responsibility.
- vi. RDSO administration shall reserve the right to terminate the contract at any time during the currency of the contract without assigning any reasons.

The guiding document for all Indian Railways Service contracts
Generally follows the document entitled

“General Conditions of Contract for Services”

Which may be downloaded by the following link

https://indianrailways.gov.in/railwayboard/uploads/directorate/Transformation_Cell/Circulars/GCCS_R.pdf