



Government of India  
Ministry of Railways

**Tender Document for work of Non-Comprehensive Annual Maintenance contract of 5 nos. screw compressors make Atlas Copco, installed in ABL, Testing Directorate, RDSO, Manak Nagar, Lucknow by OEM or Firm authorized by OEM for AMC work on open tender basis for three years.**

**TENDER No: TG\_ABL\_COMP\_AMC\_2023**  
Tender to be opened on: **20.06.2023 at 15:30 Hrs.**

**Estimated cost of work: Rs. 7,96,500/-**  
**(Rupees Seven Lakhs Ninety Six Thousand Five Hundred Only)**  
**No. of pages including cover: 21 (Twenty One)**

Testing Directorate  
RESEARCH DESIGNS & STANDARDS ORGANISATION  
LUCKNOW

**Tender Document Cost: NIL**

Signature of Tenderer  
with seal

Page 1 of 21

Sanjay Kumar  
Dy. Director Testing/Lab

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Government of India, Ministry of Railways, Research Designs and Standards Organization, Lucknow 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** The Tender Document is non-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 works in various railway disciplines. Testing Directorate of RDSO is one of the important Directorates having three testing labs. This Directorate undertakes design validation of all newly designed/modified member of rolling stock developed, whether in house or imported. Besides undertaking actual field and static trials, this Directorate has three laboratories for conducting simulated trials on rolling stock sub-assemblies and its various components.

**1.3 Site:** Air Brake Laboratory of Testing Directorate, RDSO, Lucknow.

**1.4** The Tender shall consist of 2 parts:

**Part I** - Preamble & General Instructions

**Part II** - Technical specification and special terms and conditions of the contract

**1.4.1 Scope of work:** Non-Comprehensive Annual Maintenance contract of 5 nos. screw compressors make Atlas Copco, installed in ABL, Testing Directorate, RDSO, Manak Nagar, Lucknow by OEM or Firm authorized by OEM for AMC work on open tender basis for three years.

**1.4.2 Period:** The work will be for three 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 **20.06.2023 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.

**1.5** 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 60 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 20.06.2023.

- Tender will be closed on 20.06.2023 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 competent authority, 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 tender will be opened on **20.06.2023** at **15.30** hrs.

**1.9 Tenderer's Credentials:**

**1.9.1** The Tenderer shall furnish satisfactory evidence acceptable to RDSO with the tender document, to show that:

- a) Tenderer should be OEM or Firm authorized by OEM for AMC work of Atlas Copco make Screw Compressors.

- b) Tender should have undertaken AMC work of Atlas Copco make Screw Compressors. The Tenderer has to establish to the full satisfaction of the RDSO, his credentials and technical competency for executing the works. The Tenderer should furnish sufficient evidence in regard to having undertaken maintenance works, which should be working successfully in a well-reputed Organisation. The Tenderer shall furnish the names and addresses of such systems.
  - c) Tenderer has adequate equipment, plant and machinery to undertake maintenance work within the time schedule offered by him.
  - d) Tenderer has adequate field service organisation to provide necessary field and management services required to successfully execute the maintenance work.
- 1.9.2** Documentary proof in support of the above mentioned in Para 1.9.1, should be necessarily submitted by the Tenderer, along with the bid.

**1.10 General Instructions.**

- 1.10.1** The Tenderer shall keep his offer open for acceptance of a minimum period of 60 days from the date of opening of the tender.
- 1.10.2** The contract will be for a period of Three (03) years from the date of signing the contract agreement. The contract period may be extended to a further period of one year if mutually agreed by both the parties, on the same terms and conditions.
- 1.10.3** An earnest money equivalent to **Rs. 16,000/-** 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. 16,000/-** (Rupees Sixty Thousand only) through online modes as permitted in IREPS application.
- 1.10.4** No interest shall be allowed on the earnest money.
- 1.10.5** 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.
- 1.10.6** In case of unsuccessfulness, the Earnest Money of Tenderer will be returned to him by the RDSO.
- 1.10.7** The tender, when submitted, shall not constitute an agreement and the Tenderer shall have no cause of action or claim against the RDSO 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 RDSO.
- 1.10.8** The tender shall submit an affidavit on stamp paper to the effect that all the documents submitted by him along with his bid are true. The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid.
- 1.10.9** Acceptance of tender shall be communicated to successful bidder through IREPS/E-mail or any suitable mode of communication. Successful tenderer shall collect the letter of acceptance. However a copy shall be sent vide IREPS/ E-mail or any suitable mode of communication.
- 1.10.10** 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.
- 1.10.11** The Tenderer shall quote his rate on the Tender third & fourth sheet attached with the tender document. The rates given in the schedule of rates shall consists of two parts:

- a) Lump sum amount that shall include the cost of all the labour, taxes, tools and plants required for proper completion of the job detailed in Scope of Work under Part-II "Special Conditions of Contract".
  - b) Enclose a list of spares with cost of each and every spares that may be required for replacement during the contract period. The list of spares and its cost shall hold good and remain the same during the currency of the contract period, no change would be allowed in the list for any reason whatsoever. Firm has to take warranty for all replaced spare parts for minimum one year from date of its replacement. Any spare parts if required to be replaced shall be changed after approval of competent authority. The firm will replace the spare parts after receiving of written approval of competent authority and submit the bill along with the routine preventive maintenance/ breakdown repair after successful completion of each visit. In this case the price of the replaced spare parts shall be according to the price list submitted by the firm for spare parts along with the bid documents.
- 1.10.12** The amount under item 1.10.11(a) above, shall be payable every scheduled quarterly visit after successful completion of work. The spares that may be required for replacement shall be arranged by the firm. The payment of spares shall be made as and when it has been replaced at the rate as specified under item 1.10.11(b) above. Since the tenderer should be OEM or Firm authorized by OEM, all spare parts to be supplied for the AMC should be genuine OEM parts. Local supplier shall not be entertained.
- 1.10.13** The tenderer before quoting may visit the Air Brake laboratory of Testing Directorate to inspect the Screw Compressors. Any defects arising at the time of taking over would have to be repaired by the contractor. The compressors would be handed over to the contractor for the maintenance on "As is condition basis".
- 1.10.14** 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 maintenance.

**PART-II**  
**TECHNICAL SPECIFICATION AND SPECIAL TERMS & CONDITIONS OF THE CONTRACT**

**Name of Work/Service:**

"Non-Comprehensive Annual Maintenance contract of 5 nos. screw compressors make Atlas Copco, installed in ABL, Testing Directorate, RDSO, Manak Nagar, Lucknow by OEM or Firm authorized by OEM for AMC work on open tender basis for three years."

**2.0** Five nos. Screw Compressors make Atlas Copco, installed in ABL, normally remains operative for 08 hours daily for research and testing of Air Brake system of Indian Railways Diesel Loco, Electrical Loco, Caches & Wagon and its components in order to improve quality of components and safety of trains in Indian Railways.

The following special conditions of the contract (SCC) shall be applicable in this contract in addition to the GCC-Services. In the event of any contradiction between these SCC and GCC-Services, the SCC shall prevail.

**2.1 Scope of the Works**

**2.1.1** The conditions given in this chapter deals with the special conditions of contract for carrying out the work of Annual Maintenance contract of the five nos. screw compressors Make Atlas Copco through OEM or Firm authorized by OEM viz. preventive maintenance, Break-down repairs and upkeep of the complete five nos. screw Compressors for three years. The scope of work will also cover the following items in each preventive / Breakdown visit.

- **Checking and replacing:**  
Air Filter, Oil filter, Oil Separator-Belt, Kits of regulation circuit, Oil Condition/Level and other necessary items.
- **Servicing/Cleaning/Adjusting of:**  
Coolers by Air Jet (Air Cooled m/c), Moisture Trap, Minimum Pressure Valve, Check Valve, Oil Stop Valve, Electrical Contact in Panel, DD/PD Filter Kit and other necessary items.
- **Checking and Adjusting:**  
Air/Oil leakage's if any & Rectification, Auto Drain/Manual drain, All safeties, Pressure Switch, 'V' Belt Tension check and other necessary items.
- **Checking and cleaning inside** of the oil separator vessel for carbon deposited. & water separator drain (WSD) for Automatic/Manual draining of the condensate and other necessary items.
- **Checking proper functioning** of Elektronikon Controller, Air Receiver, Air out let valve, Over load relay, Star Contactor, Delta Contactor, Phase

Sequence relay, Earthing Terminal, Temperature sensor for element outlet and Solenoid Valve, Circuit Breaker fan motor, Auxiliary Contractor for Dryer and other necessary items.

- **Measurement & Recording of following operating parameter:** Load/ Unload Pressure. Element outlet Temperature, Pressure Difference Across separator Element, Main Supply Voltage, Current Drawn by Motor, Current Drawn by Fan Motor, Overload relay settings and other necessary items.
- Motor Greasing of Compressors for Operation, Technical assistance as & when required for maintenance of pipe line, Valves, Filters instruments etc. in the circuit.
- Electrical maintenance.

**2.1.2 Other then Para- 2.1.1 if required - Consumables:** Consumable like oil, gasket, packing , nuts & bolts, air filters, oil filters, oil separator elements if required to be change shall be supplied by firm. Consumable like grease shall be supplied by RDSO.

The firm will replace it during the routine maintenance/breakdown visit and put the compressors in working order. The firm will then put up bill for these consumables replaced spare parts as per the rate of spare parts list submitted with the tender documents along with the routine maintenance / breakdown repair after successful completion of each visit.

**2.1.3 (a)** Any spare parts should be replaced on payment as per spare parts list attached with offer.

**2.1.3 (b)** Any spare parts if required to replace it during the routine (preventive) / breakdown visit and put the compressors in working order. The firm will replace the parts and put up bill for this spares as per the rate list submitted with the tender documents, along with the routine maintenance / breakdown repair after successful completion of visit. Any spare parts if required to be replaced shall be changed after approval of competent authority.

**2.1.3 (c)** If spare parts are other than the spare parts list submitted in tender documents, budgetary offer will be provided by the firm and RDSO will procure the item through Stock/Non-Stock indent. The firm will replace the parts and put up bill along with the routine maintenance / breakdown repair after successful completion of each visit.

**2.1.4** Firm has to take warranty for all replaced spare parts for one year from the date of its replacement during the AMC or after AMC period.

**2.1.5** The contractor shall commence the services within 30 days after the receipt by him/ her in writing to this effect from the competent authority.

**2.1.6** Maintenance work for AMC will be carried out only for working days in working hours of RDSO.

## **2.2 Additional Terms & conditions**

i. AMC includes 4 routine preventive maintenance visit of one day for one Compressor and Break down maintenance visits as and when required. It means 20 routine preventive maintenance visit of one day for one year (i.e. Quarterly- in 3



- months 5 days visit for 5 compressors for routine preventive maintenance/Routine maintenance).
- ii. The firm will visit RDSO 5 days in 3 months for routine preventive maintenance for 5 Compressors (i.e. in a year 20 days visit for 5 Compressors)
  - iii. As and when required, other than scheduled AMC visit, firm shall extend online support for maintenance of Compressors without any extra cost.
  - iv. Any failure occurred between Preventive Maintenance to next preventive maintenance, free of cost service shall be provided by the firm to bring the system in working order immediately within a period of 48 hours.
  - v. Breakdown calls received by firm through phone/ e-mail/letter will be attended as early as possible but positively within 48 hrs.
  - vi. In case, repaired compressor starts malfunctioning, the compressor shall be attended and rectified by the firm immediately.
  - vii. Firm's representative will ensure all the safety norms/ regulations during the maintenance/ breakdown repair of the Compressors and its all accessories & related subsistent.
  - viii. A register would be maintained in Testing Directorate RDSO/Lucknow giving details of time/date when fault message is sent to the firm and when the service engineer visited the site, nature of fault identified & actions taken by the firm for repairs /details of replacement of spares/consumables, if required need to be mentioned along with time /date of repaired system for the entire satisfaction of Testing Directorate RDSO. The representative of firm shall sign this register after each repair/maintenance. The record shall be kept in Testing Directorate, RDSO and shall be got verified and countersigned by representative of Testing Directorate, RDSO.
  - ix. Date of Preventive maintenance visit shall be decided in advance. After deciding date of visit, firm will inform in advance about each forth-coming visit for Preventive maintenance.
  - x. Contractor should generate a report of maintenance on each visit after satisfaction of competent authority.
  - xi. Contractor has to arrange operation and maintenance training free of cost for the screw compressors in Air Brake Lab RDSO/Lucknow for minimum ten working days for 08 RDSO engineers and technicians.

**2.3** The Tenderer must also quote their rate in the rate sheet specified for this purpose annexed to the Tender Form on firm price basis comprising of work of Annual Maintenance of the screw compressors. The rates shall be inclusive of all taxes.

The following conditions apply:

- a) These rates shall be used for the purpose of evaluation of the bid.
- b) Evaluation criteria:
  - (i) All-inclusive rate at ultimate consignee destination for the comprising of Annual Maintenance of screw compressors for 3 years, after calculating as on the date of tender opening will be considered for determining inter-se ranking of offers.

Signature of Tenderer  
with seal

- (ii) The rate of discounting will be 10% for the calculation of NPV of maintenance charges for 3 years. The formula for NPV Calculation is as below-

$$NPV = \sum_{t=0}^T \frac{CF_t}{(1+r)^t} = CF_0 + \frac{CF_1}{(1+r)^1} + \frac{CF_2}{(1+r)^2} + \dots + \frac{CF_T}{(1+r)^T}$$

Where-

- CF<sub>t</sub> = the cash flow at time t and.
- r = the rate of discounting
- T= AMC Period after warranty period

Note: Offers without AMC charges for 03 years will be summarily ignored because such offers cannot be compared with other offers in determining inter-se ranking.

## **2.4 Payment terms**

- i. The payment for the Regular AMC visit work shall be made to the contractor after the satisfactory physical completion of the work certified by the competent authority. The submission of bill by the contractor will be on quarterly basis. The competent authority shall normally be the authority that is competent to sign the contract. The certificate, inter alia, should mention that the work has been completed in all respects and the contractor has fulfilled the contractual obligations and that there is no due from the contractors to RDSO against the contract. There will not be any advance payment to the contractor/ successful bidder under any name including 'Mobilization Advance'.
- ii. In case of any consumable supplied by the firm (as per Para 2.1.2), the firm will submit the bill for consumable along with the regular AMC visit bill and the payment will be made as per provision of clause 2.1.2 of tender documents.
- iii. In case of any spare parts is required, the payment shall be made as per provision of clause 2.1.3 of tender documents.

## **2.5 Penalties:**

Breakdowns if any shall be attended to and the Compressors be put back in working condition, by the contractor within 48 hrs. of receiving the above information, if no spares are required for those system to repair it. In case of spare parts requirement, the compressor/s shall be put back in working order within 10 working days from the date of receiving of the written approval by the competent authority for the replacement of the suggested spare parts. It is a mandatory condition in order to minimize the down time of the Compressors. For all delays over and above two days a penalty of Rs.750/- per day for first two days and Rs.1000/- for all subsequent days can be imposed on the contractor by RDSO. Total amount of the penalty imposed shall not be more than 10% of the contract value. The amount of penalty will be adjusted in the payment released. Holidays and weekend days would be exempted and not counted towards the calculation of the penalty. The discretion for imposing/waving the penalty will rest entirely with the Executive Director (Testing).

## 2.6 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 deposit a Performance Guarantee (PG) amounting to 3% 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 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.

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

## **TENDER FORM (First Sheet)**

**RAILWAY** : RDSO

**Tender No.** : TG\_ABL\_COMP\_AMC\_2023

**Name of Work** : Non-Comprehensive Annual Maintenance Contract of 5 nos. screw compressors make Atlas Copco, installed in ABL, Testing Directorate, RDSO, Manak Nagar, Lucknow by OEM or Firm authorized by OEM for AMC work on open tender basis for three years.

To,

The President of India

Acting through the \_\_\_\_\_ Railway

1. I/We \_\_\_\_\_ have read the various conditions to tender attached here to and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of \_\_\_\_\_ days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for \_\_\_\_\_ Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within \_\_\_\_\_ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.

3. A sum of ₹ \_\_\_\_\_ has already been deposited online as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

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

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

4. (a) I/We am/are a Micro and Small Enterprise registered from.....(body approved by Ministry of MSME) with registration no..... and terminal validity up to..... for similar service contracts.

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

Signature of Witnesses:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

Signature of Tenderer(s)

Date \_\_\_\_\_

Address of the Tenderer(s)

\_\_\_\_\_

## **TENDER FORM (Second Sheet)**

**1. Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:

- (a) Tender Forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Schedule of approximate quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of \_\_\_\_\_ or obtained from the office of the Chief Engineer, \_\_\_\_\_ Railway on payment of prescribed charges.
- (e) Schedule of Rates as amended / corrected upto latest correction slips, copies of which can be seen in the office of \_\_\_\_\_ or obtained from the office of the Chief Engineer, \_\_\_\_\_ Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

**2. Drawings for the Work:** The Drawing for the work can be seen in the office of the \_\_\_\_\_ and / or Chief Engineer, \_\_\_\_\_ Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

**3.** The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates of \_\_\_\_\_ Railway as applicable to \_\_\_\_\_ Division except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule. The Tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

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

**5.** The works are required to be completed within a period of \_\_\_\_\_ months from the date of issue of acceptance letter.

## **6. Earnest Money:**

**(a)** The tender must be accompanied by a sum of ₹ \_\_\_\_\_ as Earnest Money deposited in cash through e-payment gateway or as mentioned in tender documents, failing which the tender shall not be considered. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Start-ups' shall be exempted from payment of Earnest Money on submission of Registration Certificate issued by appropriate authority.

**(b)** The Tenderer(s) shall keep the offer open for a minimum period of 60 days from the date of opening of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to \_\_\_\_\_ Railway. Should the Tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.

**(c)** If his tender is accepted the earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Earnest Money that may happen there to while in their possession, nor be liable to pay interest thereon.

**(d)** In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards full Security Deposit, the Railway shall return the Earnest Money so retained to the Contractor.

**7. Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and Tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

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

**9.** If the Tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.



**10. Tenderer Credentials:**

The Tenderer shall furnish satisfactory evidence acceptable to RDSO with the tender document, to show that:

- a) Tenderer should be OEM or Firm authorized by OEM for AMC work of Atlas Copco make Screw Compressors.
- b) Tender should have undertaken AMC work of Atlas Copco make Screw Compressors. The Tenderer has to establish to the full satisfaction of the RDSO, his credentials and technical competency for executing the works. The Tenderer should furnish sufficient evidence in regard to having undertaken maintenance works, which should be working successfully in a well-reputed Organisation. The Tenderer shall furnish the names and addresses of such systems.
- c) Tenderer has adequate equipment, plant and machinery to undertake maintenance work within the time schedule offered by him.
- d) Tenderer has adequate field service organisation to provide necessary field and management services required to successfully execute the maintenance work.
- e) Documentary proof in support of the above mentioned in Para 10 (a) to (d) should be necessarily submitted by the Tenderer, along with the bid.

**11.** Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

**12. Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the \_\_\_\_\_, \_\_\_\_\_ Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected up to latest correction slips, mentioned in tender form (First Sheet).

**13. Partnership Deeds, Power of Attorney Etc.**

The Tenderer shall clearly specify whether the bid is submitted on his own or on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder or by change in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

**14.** The Tenderer whether sole proprietor, a limited company are a partnership firm if they want to act through agent of individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary public or by Magistrate in favour of specific person whether he/ they be partner(s) of the firm or any other person specifically authorizing his/ them to submit the tender sign the agreement, receive money, witness measurement, sign measurement books, compromise, settle relinquish any claim preferred by the firm and sign "No claim certificate" and refer all or any dispute to arbitration.

- 14.1** The bidder shall clearly specified whether the bid is submitted on his own or on behalf of Partnership firm /Joint venture (JV)/Society etc.The bidder who is/are constituents of Firm, Company, Association or Society shall enclose self- attested copy of the constitution of their concern, partnership Deed and Power of Attorney along with their bid. Bid document is such cases shall to be signed by such person as may be legally competent Association or society as the case may be.
- 14.2** The bidders shall give full details of the constitution of the Firm/JV/ company society etc and shall also submit following documents (As applicable) in addition to document mentioned above:
- a) Sole Proprietorship firm: The bidder shall submit the notarized copy of affidavit.
  - b) Partnership firm: the bidder shall submit self-attested copies of (i)registered notarized partnership deed and (ii)Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the form and to submit and sign the bid ,Sign the agreement witness measurements, sign measurement books ,receive payment, make correspondence ,compromise/ settle/relinquish any claim(s) preferred by the firm, sign “No claim certificate” refer all or any dispute to arbitration and to take similar action in respect of all Bid/ contracts or said Bid/ contract.
  - c) Joint venture(JV):The bidder shall submit documents as mentioned in class 2.4 to GCC.
  - d) Company registered under companies’ act- 1956:The bidder shall submit the (1)copies of (MOA) (Memorandum of Association) and AOA (Articles of Association) of the company; and (ii)Power of Attorney duly registered/notarized by the company (backed by the resolution of board of Directors) in favour of the individual, signing the Bid on behalf of the company.
  - e) Society: The bidder shall submit (i) self-attested copy of certificate of registration (ii) Deed of formation and (iii) Power of Attorney in favour of the Tender signatory.
- 14.3** It is mentioned in the Bid that it is being submitted on behalf of/ by a sole proprietorship firm/ Partnership firm /Joint venture/Registered company etc. The afore-mentioned document/s (as applicable) should be enclosed along with Bid. If it is not mentioned in the Bid that it is being submitted on behalf of/by a sole proprietorship firm partnership firm/ joint venture /registered company etc Then the Bid shall be treated as having been submitted by the individual who has signed the Bid.
- 14.4** After opening of the Bid any document pertaining to the constituent of the firm /JV/Society etc. Shall neither be asked nor to be entertained /considered.
- 14.5** A bid form JV/Consortium/Partnership firm etc. shall be considered only where permissible as per the Bid/Tender conditions.
- 15. Employment/Partnership etc. of Retired Railway Employees:**
- (a) Should a bidder be a retired manager of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive of administrative capacity or whether holding a pensionable post are not, in any department of any of the railways owned and administered by the President of India for the time being or should a bidder being a partnership firm have as one of its partner a retired

manager a retired gazetted officer as aforesaid, or should a bidder being an incorporated company have any such retired manager or retired officer as one of its Directors or should a bidder have in his employment any retired manager or retired Gazetted officer as aforesaid, the full information as to the date of retirement of such manager or Gazetted officer from the said service and in case where such manager or officer had not retired from Government service at least 2 year prior to the date of submission of the tender as to whether permission for taking such contract. or if the contractor be a partnership firm or any incorporated company, to become a partner or director as the case may be or to take the employment under the contractor, has been obtained by the bidder or the manager or officer as the case may be from the President of India for any officer duly authorized by him in his behalf, shall be clearly stated in writing at the time of submitting the bid. Bids without the information above referred to or a statement to the effect that no such retired manager or retired gazetted officer is so associated with the bidder as the case may be, shall be rejected.

- (b) Should a Bidder contractor being an individual on the list of approved contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his shareholder(s) are a relative(s) of the shareholder(s) employed in gazetted capacity in the department of the-----Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in clause 7.4 of Standard general conditions of contract.

(Signature)

(Designation)

Signature of Tenderer(s)

Date \_\_\_\_\_

\_\_\_\_\_Railway

## **TENDER FORM (Third Sheet)**

**Tender No.** : TG\_ABL\_COMP\_AMC\_2023

**Name of Work** : Non-Comprehensive Annual Maintenance contract of 5 nos. screw compressors make Atlas Copco, installed in ABL, Testing Directorate, RDSO, Manak Nagar, Lucknow by OEM or Firm authorized by OEM for AMC work on open tender basis for three years.

### **SCHEDULE OF RATES AND QUANTITIES**

Sr. No	Description	(I) 1st year	(II) 2nd Year	(III) 3rd Year
1	Non-Comprehensive Annual Maintenance Contract of 5 nos. screw compressors make Atlas Copco, installed in ABL, Testing Directorate, RDSO, Manak Nagar, Lucknow by OEM or Firm authorized by OEM for AMC work on open tender basis for three years.			
	Total			
2	GST			
3	Grand total			
4	List of probable spares with rates	- List to be attached separately – (The list of spares and its cost shall hold good and remain the same during the currency of the contract period, no change would be allowed in the list for any reason whatsoever)		

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

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

Dated \_\_\_\_\_

Signature of the Tenderer(s)

Signature of Tenderer  
with seal

## **BID FORM(Fourth Sheet)**

List of spare parts

**Tender No.** : TG\_ABL\_COMP\_AMC\_2023

**Name of Work** : Non-Comprehensive Annual Maintenance Contract of 5 nos. screw compressors make Atlas Copco, installed in ABL, Testing Directorate, RDSO, Manak Nagar, Lucknow by OEM or Firm authorized by OEM for AMC work on open tender basis for three years.

S. No.	Item No.	Description of items	Unit Price	GST per unit	Total Price
A	B	C	D	E	F
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Signature of the Tenderer(s)

Signature of Tenderer  
with seal