

TENDER FORM (First Sheet)

RAILWAY : RDSO

Tender No. : TG_Dynamo_Horiba_AMC_2023

Name of Work : Rehabilitation/One Time Repair & Comprehensive Annual Maintenance of “HORIBA” make Brake Dynamometer Machine for Three (03) years Installed at Brake Dynamometer Laboratory, Testing Directorate, R.D.S.O., Manak Nagar, Lucknow On Open e-tender basis

To,

The President of India

Acting through the _____ Railway

1. I/We _____ have read the various conditions to tender attached hereto 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.

1. 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.

2. 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.

3. (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.

4. 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)

Signature of Tenderer with stamp

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TENDER FORM (Second Sheet)

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 'Startups' shall be exempted from payment of Earnest Money on submission of Registration Certificate issued by appropriate authority.

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(b) The Tenderer(s) shall keep the offer open for a minimum period of 90 days) from the date of opening of the Tender. It is understood that the tender documents 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 resale 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 thereto-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 Bidder is the OEM or the authorised representative of the existing Brake Dynamometer (Make: HORIBA) available in RDSO.

OR

The bidder should have manufactured and supplied atleast ONE brake dynamometer , for use in Testing of Brake components used in Railway applications , in the past 10 years (from date of Tender opening).The supplied brake Dynamometer must have been commissioned atleast 06 months prior to Tender opening date & should be functional/being utilised , for testing/trials of Brake components used in Railway applications.

OR

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The bidder should have successfully completed in the past 10 years (from date of Tender opening), atleast ONE work/contract of Upgradation or Rehabilitation or AMC of Brake Dynamometer used in testing /trials of brake components used in Railway applications. The upgraded/rehabilitated/Maintained brake dynamometer must be operational for atleast 06 months prior to Tender opening date & should be functional/being utilised , for testing/trials of Brake components used in Railway applications.”

11. 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 upto latest correction slips, mentioned in tender form (First Sheet).

12. Partnership Deeds, Power of Attorney Etc.

The Tenderer shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern, she should submit the certified copy of partnership deed alongwith the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed alongwith 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

13. 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 are at a later stage, a power of attorney duly stamped and authenticated by a Notary public are by Magistrate in favour of specific person whether she/ they be partner (s)of the firm or any other person specifically authorizing her/ them to submit the tender sign the agreement receive money witness measurement science measurement books compromise settle railing queens any claim preferred by the firm and sign no claim certificate and refer all are any dispute to arbitration.

13.1 The bidder shall clearly specified whether the bid is submitted on her 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.

13.2 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 book s ,receive payment, make correspondence ,compromise/ settle/relinquish any claim(s)

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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.

13.3 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 aforementioned 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.

13.4 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.

13.5 A bid form JV/Consortium/Partnership firm etc. shall be considered only where permissible as per the Bid/Tender conditions.

14. 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 her 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 her 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 atleast 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 her 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 her

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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 GCC-Services -2018.

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TENDER FORM (Third Sheet)

Tender No. : TG_Dynamo_Horiba_AMC_2023

Name of Work : Rehabilitation/One Time Repair & Comprehensive Annual Maintenance of “HORIBA” make Brake Dynamometer Machine for Three (03) years Installed at Brake Dynamometer Laboratory, Testing Directorate, R.D.S.O., Manak Nagar, Lucknow On Open e-tender basis

SCHEDULE OF RATES AND QUANTITIES :

Sr. No.	Work/Service Description	Basic cost in INR
1.	Rehabilitation/One Time Repair of “HORIBA” make Brake Dynamometer Machine with 01 year warranty.	
2.	Comprehensive Annual Maintenance of “HORIBA” make Brake Dynamometer Machine for I st year Installed at Brake Dynamometer Laboratory	
3.	Comprehensive Annual Maintenance of “HORIBA” make Brake Dynamometer Machine for II nd year Installed at Brake Dynamometer Laboratory	
4.	Comprehensive Annual Maintenance of “HORIBA” make Brake Dynamometer Machine for III rd year Installed at Brake Dynamometer Laboratory	
5.	GST	
6.	Grand total (In words also)	

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 _____

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