



Tender Document for the work of
Repairing of APS 500 Shaker, available in Testing Directorate, R.D.S.O.,
Manak Nagar, Lucknow
On open tender basis

Estimated cost of work: Rs.5,10,000.00 (Approximate)

Open Tender No: TST/TC/Rep/shaker
Dated 30.05.2017

Tender to be opened on

06.07.2017 at 15.00 hrs.

No. of pages including cover: 33 (Thirty Three)

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

Tender Document Cost: Rs. 2000/-

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PREAMBLE TO TENDER PAPERS

1. Tender papers are not transferable.
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 development of technologies of railways. Testing Directorate is one unit of this organization and conducts various field tests in which many type of sensors are used. Accelerometers are one of the sensors out of many. Such type of sensor is used in DAQ system preferably in oscillation trial to measure accelerations of vehicles in lateral as well as vertical direction in running condition of the vehicle. The objective is to analyze dynamical behavior of railway vehicles and computing other parameters to compare with standard values for evaluating the vehicles performance at different speed. These Accelerometers are required to be calibrated periodically by use of APS shaker, which is installed in this Directorate. It comprises of basically 02 sub system i.e low frequency and high frequency shaker which are integrated with each other. Low frequency shaker was manufactured by APS dynamics Germany Inc & High frequency shaker was manufactured by Ms/ Brul and Kjaer Germany who have integrated the 2nd portion of this system i.e high frequency shaker and supplied and commissioned the whole system in Testing Directorate, RDSO, and Lucknow in year 2011 and called as 'Long Stroke Shaker APS-500'. Presently the low frequency shaker is not working. Now it is required to be repaired. Problem to the best have been identified and mentioned in tender document.
3. **Collection Site:-** The system is available in Testing Directorate, RDSO , Lucknow.
4. **Scope of work:** The work is to repair of the system which includes Complete assembly after repairing, servicing of air bearing & guidance rod, re-drilling of hoses & connections for maintaining air pressures of 'Long Stroke Shaker APS-500' are basically involved despite other unforeseen work which may arise during its repair. The details of work covered under repair are given in chapter IV of this tender document.
5. **Period:** The proposed period of contract of the Repairing of 'Long Stroke Shaker APS-500' is for 180 days from the Signing of Contact Agreement.
6. **Availability of Tender Document:** The tender document for the work of repairing of 'Long Stroke Shaker APS-500' is available in Testing Directorate may be obtained from the office of Executive Director (Testing) , R.D.S.O., Manak Nagar, Lucknow-226011 on any working day between **10.00 hrs. to 17.00 hrs. w.e.f. 30.05.2017 to 05.07.2017** and till **12.00 hrs. on 06.07.2017**.

The cost of the tender document **Rs.2000/- (Rs. Two thousand only)** is to be **submitted in the form of Demand Draft of state bank of India** or of any **nationalized banks** in favor of **Executive Director/Finance, RDSO, Lucknow** at the time of submission of the tender. This shall be submitted separately and not in addition to the earnest money.

7. Last date for submission and opening of tenders is **06.07.2017**.
- i) The tender papers completed in all respect and in sealed cover marked "**Offer for Works Tender No. TST/TC/ Rep/Shaker, dated 30.05.2017**" should reach Jt. Director Testing/ HQ, Room no. 12, Berthing Complex, Testing Directorate, Manak Nagar, Lucknow-226011 not later than 14.00 hrs of 06.07.2017.
- ii) The tender completed in all respect in sealed cover marked "**Offer for Works Tender No. TST/TC/ Rep/Shaker, dated 30.05.2017**" and addressed to Jt. Director Testing/ HQ, Room no. 12, Berthing Complex, Testing Directorate, Manak Nagar, Lucknow-226011 with full name and address of the tenderer written on the cover can also be dropped before & Up to **14.30** hrs of the **opening date** in the Tender Box painted in **Blue Colour** and written "**Mech. Engg. Dte.**" on Tender Box located in RPF post, Near TEN office, RDSO, Manak Nagar, Lucknow. The responsibility for dropping the tender timely lies with the firm. The Tender Box will be sealed at **14.30** hrs. on **06.07.2017** and will be opened at **15.00 hrs.** on same day at same place in the presence of Tenderer or their authorized representative.
- iii) Tender not received in time, will not be considered at all. RDSO Administration does not take any responsibility on account of delay, loss or mis-delivery of the tender documents sent by post with acknowledge due.
- iv) Tender will be opened on **06.07.2017** at **15.00** hours in the RPF Post. near TEN office, RDSO, Manak Nagar, Lucknow, Lucknow-226011 in presence of such of the tenderers or their authorized representatives who may like to be present.
8. The cost of tender documents **Rs. 2000/-** is to be submitted in the form of **Demand Draft drawn in favour of Executive Director (Finance), RDSO, and Lucknow** at the time of submission of the tender.
9. **Earnest money Rs. 10,200.00** in favor of Exe. Director/Finance, RDSO, Lucknow is to be submitted in the form of Demand Draft of any nationalized bank along with the bid documents.
10. **Security Deposit Rs. 25,500.00** in favor of Exe. Director/Finance, RDSO, Lucknow is to be submitted in the form of Demand Draft of any nationalized bank along with the bid documents.
11. **Performance bank Guarantee Rs. 25,500.00 (5%)** in favor of Exe. Director/Finance, RDSO, Lucknow is to be submitted in the form of Demand Draft of any nationalized bank at the time of signing of contract agreement.
11. Please note that tender documents cost will not be available on cash payment under any circumstances.
12. Tenderers should keep their **offers valid for period of 180 days** from the date of opening of tender.
13. Tenderer is required to indicate their bank details (like name of the bank, account Number and PAN/TAN number).

CHAPTER-I

MEMORANDUM OF TERMS, CONDITIONS AND INSTRUCTIONS TO TENDERERS:

1.1. Tender Papers

Preamble to the tender papers, instructions to the tenderers, conditions of tendering, conditions of contract, prices and payment, and forms of tenders included herein shall be read as part referred to as the “Tender papers”.

The intending tenderers are advised to study the tender papers carefully. The tenderer shall also acquaint himself with the local conditions, nature of work and all other matters pertaining thereto.

The submission of the tender shall be deemed to have been done on the basis of tender papers and after careful study and examination of the tender papers with a full understanding of the implications thereof.

1.2 Interpretations of terms used (Definition of terms).

The following terms wherever occurring in the tender papers and wherever used throughout the execution of the work, shall unless excluded by or repugnant to the context, have the meaning attributed thereto as follows: -

(a) “RDSO (Research Designs and Standards Organization)” shall mean the President of India working through the Director General, RDSO.

(b) “Director General” shall mean the officer in administrative charge of RDSO. “Executive Director (Testing)” shall mean the officer in-charge of the Testing Directorate.

(c) “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 such as Executive Directors, Directors, and Joint Directors.

(d) “Engineer’s representative” shall mean any official appointed by RDSO.

(e) “Contract” shall mean and include the Preamble and General instructions, General Conditions of Contract, Special Conditions of Contract, Technical Specifications and other conditions specified in the tender, advance and detailed acceptance letter of tender, and formal Work order/agreement, if executed.

(f) “Contractor” shall mean the successful tenderer i.e., the tenderer whose tender has been accepted either in whole or in part. It shall also mean the person, firm, company whether incorporated or not, who enters in to the contract with RDSO and shall include their executors, administrator and successors (approved by RDSO) and permitted assignee.

(g) “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 instructions issued by RDSO to the contractor for the works. He shall be responsible for

proper execution of the works and shall take orders from Engineer(s) of Testing Directorate and carry out the same.

(h) “Materials” shall mean all equipment, components, fittings /accessories and other items required to complete or maintain the work.

(i) “Tenderer” shall mean and include any person, firm or company or body corporate or others who submit the tender, which has been invited.

(j) “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 specification, and annexures hereto annexed or to be implied there from or incidental thereto 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 additional to the aforementioned as may from time to time be issued by the Director General RDSO through Executive Director (Testing) & Director Testing/Labs during the progress of the contracted work.

(k) “Writing” shall mean and include all matters written, typewritten or printed either in whole or in part.

(l) “Schedule of Rates” shall mean the schedule of prices as annexed to the contract agreement or as amended thereafter in the manner provided for, in the contract.

(m) “Months” shall mean calendar month as per British Calendar.

(n) “Administration” shall mean RDSO, Manak Nagar, Lucknow-226011.

(o) Words imparting the singular number shall also include the plural and vice-versa wherever context required.

(p) The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation of maintenance or the contract.

(q) The word “user” means the person who possesses the equipment.

(r) The downtime of the equipment’s will calculated under standard Indian Railway Time Table – 24 hours’ Time format.

1.3 Clarifications required by the tenderer may be obtained from Jt. Director Testing (HQ) / Director Testing (HQ), Testing Directorate, RDSO, Lucknow-226011.

1.4. Tenderer’s offer should include the following:

(a) A copy of the tender papers duly signed in ink by the tenderer, on each and every page, in token of his having studied the tender papers carefully and accepted the conditions specified therein.

(b) The attested photocopies of latest Income Tax clearance certificate shall be incorporated in the tender form.

1.5. The prices to be paid for, shall be in accordance with accepted schedule of prices or rates. All prices shall be quoted both in figures and words. However in case of discrepancy between the two, the price quoted in words shall be treated as final.

1.6 Tools, instruments etc. required for calibration shall be provided by the contractor at his cost.

1.7 The technical specifications and special conditions of contract are contained in chapter- IV of this tender document.

1.8. All works under this contract shall strictly follow the schedules & scope of works as have been set out in chapter III and IV of the tender papers.

1.9. Any individual signing the tender or other document connected therewith should specify whether he is signing:

(i) As sole proprietor of the concern or his Attorney, or

(ii) As a partner or partners of the firm, or

(iii) For the firm, or

(iv) As a Director, Manager or Secretary in the case of a Limited Company duly authorized by a resolution passed by the Board of Directors, in pursuance of the authority conferred by Memorandum of Association.

1.9.1 Requisite power of Attorney or such other documents empowering the individual or individuals to sign should be furnished to RDSO for verification, if required.

1.9.2 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, 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.

1.10. No erasure or alteration in the text of the tender paper is permitted and any such erasure and/or alteration/overwriting will either be disregarded or render the whole tender void at the option of the R D S O.

1.11 The successful tenderer will be advised by fax/formal letter of acceptance. No tender shall be deemed to have been accepted unless such acceptance shall have been informed in writing to the successful tenderer by the R D S O.

1.12 The Administration shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The Administration reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender papers or to sub-divide the work among different tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

1.13 The tenderer shall keep the offer in response to the invitation of tender open for acceptance either in part or in full or as may be modified by negotiation, by the

Administration, for a period of six months from the date on which tender is opened, during which period the tenderer shall not withdraw or restrict his offer nor amend, impair or derogate their form.

1.14 The tenderer shall be deemed to have accepted as aforesaid in consideration of his tender being considered by the Administration in terms hereof, provided the same has been duly submitted and is otherwise in order. When the successful tenderer is informed in writing at his address given in the tender papers within the said period of six months that his tender has been accepted by the Administration either in whole or in part, he shall be bound by the terms of tender papers constituted by his tender and such acceptance thereof by the Administration, until a formal contract has been executed between him and the Administration.

1.15 RDSO attaches utmost importance to proper and timely attending the repairing of shaker mentioned in chapter-IV. The basic consideration and the essence of the contract shall be the strict adherence to the stipulated time frame and proper quality of maintenance.

1.16 No claim for rejection of Tender.

The Tender, when submitted, shall not constitute an agreement and the tenderer shall have no cause of action or claim against RDSO for rejection of his offer. RDSO shall always be at liberty to reject or accept the offer at its own discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against RDSO.

1.17 The successful tenderer shall be required to execute one or more agreements as necessary with President of India acting through Director General/ Executive Director (Testing)/ Jt. Director Testing (HQ), RDSO as the case may be for carrying out the work as per agreed conditions.

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CHAPTER - II

GENERAL INSTRUCTIONS TO THE TENDERERS

2.1. The intending tenderers are advised to study the General Conditions of Contract Regulations and Instructions for tenderers and standard forms of contract (GCC 2014) as corrected from time to time and as mentioned in the special conditions 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.

2.2 The tenderer shall quote rates on the sheets provided for the schedule of prices (Form –IV attached with the tender document). The charges quoted in the schedule of prices will be in two parts as described below:

The Scope of work for Repairing of Shaker APS-500 is specified detail in scope of work chapter no. IV.

The schedule of prices and quantities should be carefully and properly filled in tender document. All rates should be mentioned in words as well as in figures. Erasures and alterations in the tender papers must be avoided. If any corrections are necessary, these should be a “pen through” and all such alterations must be attested by the full signatures of the tenderers along with dates. Additional conditions or stipulations, if any, must be made in the covering letter of the tender. **It should be noted that the R.D.S.O. reserves the right not to consider conditional tender/ tenders and to reject the same without assigning any reason.**

2.3 All fluctuations in the rates of labour, materials and general commodities and other possibilities of each and every kind should be considered before quoting the rates and no claim due to any cause, whatsoever, on this account will be entertained. Sales tax, octroi or any other taxes levied or leviable by the Central or State Government or local bodies shall be borne by the tenderer, which should be kept in view before tendering. No taxes on contractor’s labour or material will be paid by RDSO Administration.

2.4 (a) If the tenderer be a firm, all partners of the firm shall sign the tender documents. If the tenderer be a company the tender documents shall be affixed with the seal of the company and signed by such person/persons as may be authorized by the Articles of association of the company/ or a resolution of Board of Directors thereof, and duly attested copy of the authorization shall be sent with the tender. In any case the tenderer shall disclose his constitution and attested copies of all the necessary relevant legal documents in support thereof shall be submitted with the tender and the originals thereof produced as and when called for.

(b) The cancellation of any documents such as Power of Attorney, Partnership deed etc. shall forthwith be communicated by the contractors to RDSO Administration in writing, failing which RDSO Administration shall have no responsibility or liability for any action taken on the strength of the said documents.

2.5 (a) The tenderers shall produce along with his/their tender, the latest Income-tax clearance certificate in original or an attested copy thereof. Failure to submit such certificates will render the tender liable to rejection. In case the Income tax certificate

has already been submitted to RDSO with a previous tender, this fact should be recorded on the tender itself giving reference to the tender with which the same was submitted.

(b) The tenderers should note that even in the event of non submission of Income-tax clearance certificate, his/ their tender may be accepted with the condition that no payment shall be made to him/them for the work done under this contract nor he/ they shall make any claim for any such payment until and unless valid ITCC is produced.

2.6 The tenderer shall keep the offer open up to period of six months. Should the tenderer fail to keep the offer open for entire validity of period or resile from the contract after acceptance of the tender, the aforesaid amount shall be liable to be forfeited by the Railways.

2.7 (a) The successful bidder should give a **Performance Guarantee (PG)** in the form of an irrevocable bank guarantee amounting to 5% of the contract value. If firm proposes any additional item beyond the cost of repair of the shaker in such case firm has to submit additional amount @ 5% of the cost of item replaced in the shaker. The item is require sanction Finance Department in such case after getting approval from ED/Testing.

(b) The contractor shall have to submit a performance guarantee (PG), which should be valid for the contract period + 3 months, 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 penalty interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the 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.

On the performance and completion of the contract in all respects the Performance Guarantee will be returned to the contractor without any interest.

(c) Wherever the contracts are rescinded, the Performance Guarantee shall be encashed and the balance work should be got done separately.

(d) The balance work shall be got done independently without risk and cost of the original contractor.

(e) The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other Joint Venture/partnership firm.

(f) The successful bidder should give a **security deposit** as below:-

Security deposit (5% of the contract value) is required to be deposited by the successful firm in favor of “ Executive Director(Finance), RDSO, Lucknow payable at Lucknow, in the form of TDR or FDR of the State Bank Of India or nationalized Banks. The performance guarantee & Security deposit shall be returned to the firm after successful completion of the contract without any interest.

- 2.8 Tenders must be enclosed in a sealed cover super-scribed "**Offer for Works Tender No.TST/TC/ Rep/Shaker, dated 30.05.2017**" should reach Jt. Director Testing/ HQ, Room no. 12, Berthing Complex, Testing Directorate, Manak Nagar, and Lucknow-226011 not later than **14.00** hrs. of 06.07.2017.

The tenders will be opened at **15.00** hrs on the same day in presence of tenderer or their authorized representative as may wish to present. In case for any reason the office is closed on the date on which the tender is scheduled to be opened as mentioned herein, these will be opened at the same time on the next working day and all the clauses will hold good.

- 2.9 If the tenderer deliberately gives wrong information in his tender or creates circumstances by wrongful manipulations for the acceptance of his tender, RDSO Administration reserves the right to reject such tender at any stage.

2.10 If the tenderer expires after the acceptance of his tender, the Railway shall deem such tender or contract as 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 or contract as cancelled unless the firm retains its character.

2.11 The successful tenderer shall be required to execute an agreement with the President of India, acting through Jt. Director Testing (HQ) , RDSO, Manak Nagar, Lucknow - 226011, for carrying out the work according to General Conditions of Contract (2014) including these special instructions and special conditions of contract and as per specifications attached.

2.12 (i) Authority of persons signing the Contract on behalf of the Contractor –

A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, RDSO may, without prejudice to any other right or remedy of RDSO, cancel the contract and make or authorize the work contract to any other suitable contractor at the risk and cost of such person and hold such person liable to RDSO for all costs and damages arising from the cancellation of the contract including any loss which RDSO may sustain on account of such work.

(ii). Address of the Contractor and notices and communications on behalf of RDSO –

a) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to RDSO. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

b) Any communication or notice on behalf of RDSO in relation to the contract may be issued to the Contractor by the RDSO Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer

2.13 Should a tenderer be a retired engineer of the gazetted rank or any gazetted officer working before the retirement, whether in executive or administrative capacity or whether holding a pensionable post or not, in the Testing Directorate or any of the Railway owned and administered by the President of India for the time being or should a tenderer being partnership firm have as one of its partners a retired engineer or a retired gazetted officer as aforesaid or should a tenderer being incorporated company have any such retired engineer or retired officer as one of its Directors or should a tenderer have in his employment any retired engineer or any retired gazetted officer as aforesaid, the full information as to the date of retirement of such engineer or gazetted officer from the said service and in case where such engineer or officer have not yet retired from Government service, at least two years prior to the date of submission of the tender, as to whether permission for taking such contracts or if the contractor be a partnership from any incorporated company to become a partner or director has been obtained by the tenderer or the engineer or the officer as the case may be from the President of India or any officer duly authorised by him in his behalf shall be clearly stated in writing at the time of submitting his tender. Tenders without the information above referred to or a statement to the effect that no such retired engineer or retired gazetted officer is so associated with the tenderer as the case may be, shall be rejected.

2.14 Should a tenderer or contractor being an individual on the list of approved contractor have a relative employed in gazetted capacity, in RDSO or in case of a partnership firm or company incorporated under the Indian Company Law, should a partner or a relative of the partner or a shareholder or a relative of a shareholder be employed in gazetted capacity in RDSO the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender may be rejected, or if in accordance with the provision in clause 62 of the General Conditions of the contract.

2.15 The tenderer shall observe all the formalities and perform all acts and abide by all the provisions, contained in the Contract Labour Act 1970 and Contract Labour Central Rules 1971, with further amendments, if any which in addition to other stipulations inter alia provide that-

(a) The tenderer shall keep and maintain necessary registers/records, issue employment cards/service certificates and display notice in accordance with the section 75 to 82 of contract Labour Central Rules 1971.

(b) In any case in which by virtue of section 20(2) and 21(f) of the Contract Labour (Regulation of abolition) Act, 1970 the Railway is obliged to provide amenities and/or pay wages to Labour employed by the tenderer directly or through petty contractor/s or sole contractor/s under this contract, then the tenderer shall indemnify the Railway fully and the Railway shall be entitled to recovery from the tenderer the expenditure incurred on providing the said amenities and/or the wages so paid by deducting it from the security deposit or from any sum due to Railway to the contractor. If any dispute arises on the expenditure incurred by the Railway on provision of the said amenities, the decision of Jt. Director Testing (HQ) / Director Testing (HQ) shall be final and binding.

2.16 The tenderer shall submit an analysis of his/ their tendered rates to the Jt. Director Testing (HQ) / Director Testing (HQ), if called to do so.

2.17 The tenderer shall not increase his/their quoted rates in case the Railway administration negotiates for reduction lowering of quoted rates and the negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the contractor's labour also.

2.18 In case of any dispute that may arise concerning contract agreement or the tender, the decision of RDSO Administration i.e. Executive Director (Testing) shall be final and binding upon the tenderer. The contractors and his men would abide by the lawful instructions conveyed to Executive Director (Testing) or its supervisory officials authorized by him.

2.19 The tenderers must furnish details of similar contracts recently executed or being executed by them. They would also certify that the works had been or are being executed satisfactorily by them. In case any of their contracts had been terminated or they were otherwise penalized while executing the contracts, brief details should be provided.

2.20 Non-compliance of any of the conditions set-forth herein is liable to result in the tender being rejected.

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Signature of Contractor
With stamp

(S. K. Mishra)
Jt. Director Testing (HQ)

CHAPTER - III

CONDITIONS OF CONTRACT

3.1 This Chapter deals with the condition of contract under which the work coming under the purview of this contract is to be executed by the contractor.

3.2 If the tender submitted by a tenderer is accepted and contract awarded to the tenderer, the work coming within the purview of the contract shall be governed by the terms and conditions included in the tender papers as modified or amended by the letter of acceptance of tender.

3.3 The contractor shall intimate RDSO, the address there of to which all correspondence should be sent.

3.4 DETERMINATION OF CONTRACT

Notwithstanding the provisions under other paras, RDSO may at any time by a notice in writing shall determine the contract without liability to pay any compensation to the contractor in respect thereof in any of the following events:-

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement with of assignment in favor of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 24 and 26 of these conditions, or
- (x) Fail to take steps to employ competent or additional staff and labour as required under Clause 25 of the conditions, or
- (xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause (27) of the conditions, or
- (xii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway,

(xiii) (A) At any time after the tender relating to the contract has been signed and submitted by the contractor, being a partnership firm admit as one of its partners or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Engineering Department of the Railways for the time being owned and administered by the President of India before the expiry of two years from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contractor, as the case may be, or

(B) Fail to give at the time of submitting the said tender:-

- (a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the contractor at the time of submitting the said tender, or
- (b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
- (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or
- (d) Being an incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
- (e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor, and after expiry of 48 hours' notice, a final termination notice should be issued. Then and in any of the said clause, the Engineer on behalf of the Railway may serve the Contractor with a notice in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice)

3.5 The successful tenderer shall within 15 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions.

3.6 On receipt of the Letter of Acceptance of tender from RDSO, the successful tenderer shall deposit a performance guarantee as per clause no. 2.7, which shall be specified in the Letter of Acceptance of tender.

3.7 QUALITY OF WORK

a) All materials used in the work shall be of the best quality and of the class most suited for the purpose specified.

b) All work carried out shall also be of the best quality acceptance to the Administration.

3.8 SUB-CONTRACTORS

(a) The contractor shall not sublet or assign this contract or allow any person to become interested there in any manner, without the written permission of the Jt. Director Testing (HQ) or Executive Director (Testing), RDSO, Manak Nagar, Lucknow-226011. In the event of the Contractor subletting or assigning the contract or any part thereof without such written permission, RDSO Administration shall be entitled to cancel the contract and the losses/damages due to such cancellation, will be borne by the contractor.

(b) The names of all sub-contractors proposed to be employed for maintenance of the system or any part thereof including manufacture of components shall be submitted by the contractor when he enters into an agreement with the sub-contractor for the purpose.

(c) The Contractor shall arrange for effective supervision of sub-contractor's work and remain solely responsible for materials supplied and for works carried out on his behalf by the sub-contractor/s.

3.9 The Contractor shall furnish to the Jt. Director / Director Testing (HQ) the name, designation, and address of his authorized 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 authorized 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.

3.10 No claim for extra or additional work or works not provided in the contract, of any kind whatsoever shall be admitted (even though shown to be necessary) unless they have been executed underwritten orders of RDSO. The contractor must produce such orders as vouchers for the claim.

3.11 ACCESS TO OFFICE SITE

(a) Access to the site for the purpose of this contract shall be afforded by the contractor at all reasonable times. In the execution of the work, person other than the contractor, or his duly appointed representative or approved sub-contractor and bonafide workmen shall have access to the site. Access to the site of work at all times shall be allowed by the contractor to officials or approved representatives by the administration or to railway staff for purpose of maintenance

(b) RDSO Administration or his authorized representative shall have the right to refuse admission to the work site of any person employed by the contractor whom RDSO or his representative may consider undesirable.

(c) The Administration or his representative shall be at liberty to object to the presence of any representative or other person employed by the contractor in or about the works, on the ground of misconduct, incompetence or negligence; the contractor on receipt of notice of such object in writing from RDSO or his representative shall forthwith remove the person so objected to and provide in his place another competent person and shall not allow such person to enter the site of work subsequently. The administration will not be liable to pay any cost or damage on this account.

3.12 The contractor shall, during the progress of the work be entirely responsible for the custody of the store and equipment both belonging to him and to RDSO and keep the records update for periodical checking by the competent authority of RDSO.

3.13 The contractor shall at all times indemnify the Executive Director (Testing) and Jt. Director Testing (HQ) , RDSO, Manak Nagar, Lucknow-226011 and the Government against all claims for compensation under the provision of the Workmen's Compensation Act, 1923, as modified up to date in force or any other law for the time being in force by or in respect of any workmen employed by the contractor in carrying out this contract and against all costs and expenses incurred or to be incurred by the Administration in connection therewith (without prejudice to any other means of recovery), RDSO or the Administration shall be entitled to deduct or withhold for any period of time considered reasonable by the Administration from any money due or to become due to the Contractor (whether under this Contract or any other Contract) All moneys paid or payable by the Administration by way of compensation as aforesaid or for costs or expenses in connection with any claim thereto and this Contractor shall abide by the decision of the Administration to the sum payable by the Contractor/or to be withheld from his dues under the provision of this Para.

3.14 All costs, damages or expenses that RDSO Administration may incur, for which under the terms of contract the contractor is liable, may be either deducted by the Admn. at his discretion from any moneys due or to become due or refundable by him to the contractor under the contract, or may be recovered by action at Law or otherwise from the Contractor. RDSO Administration reserves the right and shall be entitled to retain payments due to Contractor under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction whatever due to the Contractor.

3.15 The contractor shall provide at his cost all equipment tools, tackles etc. required for Repairing of Shaker Make APS-500 covered under this contract.

3.16 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 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 RDSO unless and until the same is incorporated in formal instrument and signed by RDSO, and the Contractor, and till then RDSO shall have the right to repudiate such arrangement.

3.17 RDSO shall not be liable to the Contractor for any matter arising out of, or in connection with the contract of the work unless the Contractor shall have made a claim in writing in respect thereof.

3.18 Settlement of disputed matters finally determined by RDSO:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion and whether before or after the determination of the contract, shall be referred by the contractor to RDSO and RDSO shall within a reasonable time after their presentation make and notify decisions thereon in writing. The decisions, directions, classifications, measurements, drawings and certificates with respect to any matters the decisions of which is specially provided for by these or other special conditions, given and made by RDSO, are matters which are referred to hereinafter as “EXCEPTED MATTERS” and shall be final and binding upon the contractor and shall not set aside on account of any informity commission, delay or error in proceedings, in or about the same or on any other ground or for any other reason and shall be without appeal.

3.19 In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective right and liabilities of the parties on any matter in question, dispute or difference on any account, or as to the withholding by RDSO or any certificate to which the contractor may claim to be entitled to, or if RDSO fails to make a decision within a reasonable time, then and in any such case but except in any of the “Excepted Matters” referred to in clause 3.20 above, the contractor after 60 days of his presenting his final claim on disputed matters, may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute of which the demand has been made and no other, shall be referred to arbitration.

3.20 The contract shall be governed by the Indian Railways laws for the time being in force in India.

3.21 Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by RDSO shall be withheld on account of such proceedings provided however it shall be open for the Arbitrator or Arbiters to consider and decide whether or not such work should continue during arbitration proceedings.

3.22 The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the official secret Act and any Regulations there under.

3.23 Any information obtained in the courses of the execution of the contract by the contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly of use to any enemy of India must be treated as secret and shall not at any time to be communicated to any person.

3.24 Contractor’s Understanding.

- (a) It is understood and agreed that the contractor, by careful examination, has satisfied himself as to the nature and location of the work, the character of equipment and facilities needed, preliminary to any, during the persecution of works, the general and local conditions etc., prevailing therein and all other matters which can in any way affect the works under the contract.

- (b) Individual signing the tender and other documents connected with this tender must specify whether he is signing as
- i. A sole proprietor of the firm or constituted attorney of the sole proprietor.
 - ii. A partner of the firm having authority to quote and refer to arbitration disputes, in Case of partnership firm either by virtue of partnership agreement or a power of attorney.
 - iii. Constituted Attorney in case of Company.

3.25 **Arbitration:**

That in the event of any difference or dispute what so ever at any time arising under the conditions of contract or any other manner under this contract of any way relating thereto or

is to the tune meaning or interpretation of any of the provision thereof (Except as to any matter the decision of which is specially provided for by these conditions or any other provision in the contract or for which the contractor has submitted no claim certificate) the same shall be referred to the Director General, who shall thereafter nominate an arbitrator to arbitrate on such difference or dispute, whoever is so nominated shall be the sole arbitrator and the decision of the said arbitrator shall be final binding and conclusive and the provision of the Arbitration Act 1996 (Act-40 of 1996) and of the rules there under any statutory modification hereof shall be deem to apply and be incorporated in the contract.

If the Sole Arbitrator appointed by the Director General resigns his appointment or vacate his office or is unable or unwilling to act for any reason what so ever or dies, the Director General may appoint new Arbitrator to act in his place in accordance with the provisions contained herein above. Such Arbitrator shall be entitled to proceed with the reference from the stage at which it was left by the previous Arbitrator. The Arbitrator/Arbitrators/Umpire so appointed as the case may be shall give the award on all matter referred to Arbitration indicate therein break-up of the sum awarded separately on each individual it's of dispute.

It will be no object that the person/persons appointed as Arbitrator/Arbitrators to Umpire is/are Government Servant(s), if however the Arbitrator/Arbitrators/ Umpire is/are Railway Servant(s) he/they shall not be one/those who had an opportunity to deal with the matter to which the contract relates or who in the course of his/ their duties as Railway Servant(s) has/have expressed views on all or any of the matters under dispute or difference. The award of the Arbitrator or Arbitrators or Umpire as the case may be shall be final and binding on the parties to the contract.

The clause No.63 & 64 of general conditions of contracts (GCC) have been revised for the purpose of arbitration in view of promulgation of the Arbitration and Conciliation Ordinance, 1996 and shall be applicable as approved by Ministry of Railways under No. 96/CE-1/CT/29 dt.05/01/2005

CLAUSE – 63.

Matter finally determined by the Railway – All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be referred by the contractor to the Railway and the Railway shall be referred by the contractor to the Railway and the Railway shall within 120 days after receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in clauses – 8(a), 18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57-A, 61(1),

61(2) and 62(1) (b) or General Conditions of Contract or in any clause of the special condition of the contract shall be deemed as expected matters and decisions of the railway authority, thereon shall be final and binding on the contractor provided further that expected matters shall stand specifically excluded from the purview of the arbitration clause and not be referred to arbitration.

64(1) (I) Demand for Arbitration.

In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities or the parties on any matter

in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the expected matters referred to in clause 63 or these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference be referred to arbitration.

64 (1) (ii).

The demand for arbitration shall specify the matters that are in question or subject of the dispute or difference as also the amount of claim item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in reference.

64 (1) (ii)

a) The arbitration proceedings shall be assumed to have commenced from the day a written and valid demand for arbitration is received by the Railway.

b) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal. Counter claim(s) if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

(c) Place of arbitration:- The place of arbitration would be within the geographical limits of the RDSO, Lucknow where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

64 (1) (iii) No new claim shall be added during proceedings by either party, however, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

64 (1) (iv)

If the contractor(s) does/ do not prefer his/ their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/ they will be deemed to have waive his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

64 (2)

Obligation during tendency of arbitration – Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64 (3) (a) (I)

In case where the total value of all claims in question added together does not exceed Rs.10,00,000/- (Rupees ten lakhs only), the Arbitral Tribunal consist of a sole arbitrator who shall be either the Director General or a Gazetted Officer of Railway not below the grade of JA grade nominated by the Director General in that behalf. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Railway.

64 (3) (a) (ii)

In cases not covered by clause 64(3) (a) (i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below JA grade, as the arbitrators. For this purpose, the Railway will send a panel of more than 3 names of Gazetted Railway officers of one or more departments, or the Railway to the contractor who will be asked to suggest to Director General at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date dispatch of the request by RDSO. The Director General shall appoint at least one out of them as contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the presiding arbitrator from amongst the 3 arbitrators so appointed, while nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of Selection grade of the Accounts department shall be considered of equal status to the officers in SA grade of other departments of the Railways for the purpose of appointment of arbitrators. If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/ their office/offices or is/ are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Director General fails to act without undue delay, the Director General shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

64 (3) (a) (iv)

The Arbitral Tribunal shall have power to call for such evidence by way of affidavit or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable Arbitral Tribunal to make the award without any delay. The Arbitral Tribunal should record the day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements

64 (3) (a) (v)

While appointing arbitrator(s) under sub-clause (i) (ii) and (iii) above, due care shall be taken that he/ they is/ are not the one/ those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties as Railway Servant (s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award make by such Tribunal will, however, not be invalid merely for the reason that one or none arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his service, opportunity to deal with the matters to which the contract relates or who I the course of his/ their duties expressed views on all or any or the matters under dispute.

64 (3) (b) (i)

The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from

64 (3) (b) (ii)

A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of a specific point of award to tribunal within 60 days of receipt of the award.

64.4

In case of the Tribunal, comprising of three members, any ruling or award shall be made by a majority of members of tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

64.5

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

64.6

The cost of arbitration shall be borne by the respective parties. The cost shall interalia include fee of the arbitrator(s) as per the rates fixed by the Railway Board from time to time and the fee shall be born equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter

64.7

Subject to the provisions of the aforesaid Arbitration and conciliation Act 1996 and the rules there under and any statutory modification thereof shall apply to the arbitration proceedings under this clause.

3.26 The contract documents shall be signed in duplicate by RDSO and the Contractor. The Contract documents are complementary, and what is called for by any one shall be binding as if called for by all.

3.27 The Contractor shall conform to the provision of any stature relating to the works and regulations and by-laws of any local authority.

3.28 The contractor shall furnish to the Director General, RDSO acting through Executive Director (Testing)/ Jt. Director Testing (HQ) the name, designation, attested photograph and address of his authorized 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 authorized agent or through e-mail 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.

3.29 Safety Measures

(a) The Contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises, but shall then confirm to the rules and regulations of the Railways.

(b) The Contractor shall abide by all railway regulations in force for the time being and ensure that the same are followed by his representatives, Agents or sub-contractors

or workmen. He shall give due notice to his employees and workers about provision of the Para.

(c) The contractor shall ensure that unauthorized, careless or inadvertent operation of installed equipment, which may result in accident to staff and/or damage to equipment, does not occur.

(d) The Contractor shall indemnify and keep RDSO indemnified and harmless against all actions, suite, claims, demands, costs, charges of expenses arising in connection with any accidents, death, in injury sustained by any person or persons within the railway premises and any loss of damage to railway property sustained, due to the acts or omissions of the contractor, or his staff during the execution of this contract irrespective of whether such liability arises under the Workman's Compensation Act, 1923, as modified up to 1st August, 1969, or the fatal accidents act or any other statute in force for the time being.

3.30 The Contractor shall indemnify and save harmless RDSO against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against RDSO by reason of any act or commission of the Contractor, his agents or employees, in the 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 applied 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.

3.31 Income Tax, as applicable from time to time, on the gross amount will be deducted from all bills of the contractor.

3.32 The Contractor shall comply with the provisions of payment of wages Act 1936 of all employees employed by him in carrying out this contract.

3.33 **Special Instructions to the Tenderers**

The tenderers should go through the following instructions carefully prior to quoting the rates for different items.

(a) Contractors should produce calibration certificate after repairing of shaker along with proof for use of genuine parts replacement during repairing of shaker. Outcome of master accelerometer on repaired shaker will also be additional criteria for verification of sensitivity and precession-ness of repaired shaker. Master accelerometer is available in the Directorate may be used for its verification.

(b) False statement made deliberately will make the tender liable to be rejected.

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CHAPTER IV

TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF THE CONTRACT

4 General

4.1 Long Stroke Shaker APS-500 (low frequency shaker) is to be repaired which is available in Testing Directorate of R.D.S.O., Manak Nagar, Lucknow. The low frequency shaker and high frequency shaker which are integrated to make it accelerometer calibration system. Low frequency shaker was manufactured by M/s Brul and Kjaer Germany & APS dynamics Germany Inc. which is used for calibration of accelerometers at low frequency and high frequency shaker. Presently the low frequency shaker is not working. Now it is required to be repaired. Problem to the best know knowledge & experiences have been identified and mentioned in tender document.

4.1.1 Scope of the Works

The work is to repair of the system which includes servicing of air bearing & guidance rod, re-drilling of hoses & connections, replacement of 'O' ring for air tightness, checking any defects in guide way and to rectify it, rethreading of whole patents on base, if required, checking power amplifier for add quick and to rectify it, repair if any short in armature and replacement of rubber based items like belts, rings etc. Other unforeseen work / defect , if arise during its repair have also to be attended accordingly.

4.1.2 Repairing of shaker working instruction:-

- 4.1.2.1 5% security deposit is to be submitted by the firm after signing the contract agreement before lifting the system.
- 4.1.2.2 The same shall be returned after completion of warranty period of the defective system.
- 4.1.2.3 The firm has to submit calibration certificate of Long Stroke Shaker APS-500 which shall be valid for 02 years along with proof of genuine parts replacement during repairing of shaker.
- 4.1.2.4 Lifting charges and safe delivery of the system is the sole responsibility of the firm.
- 4.1.2.5 Firm has to declare type of defect attended at the time of delivery of the system along with defective items. (Which will be kept for at least 01 year in this Directorate as proof of replaced item/s.)
- 4.1.2.6 Payment will be made to the firm after confirmation of successful inspection & testing of the repaired system by nominated officials of the testing Directorate.

4.2 REQUIREMENT / ELIGIBILITY CRITERIA:-

- 4.2.1 The Contractor should be capable to repair long stroke Shaker APS-500.
- 4.2.3 The firm should submit calibration certificate of NABL accredited firm of the repaired shaker, so it is the responsibility of the firm to get it calibrated from NABL accredited laboratory for obtaining the same.
- 4.2.4 The tenderers are requested to quote their offers in the prescribed format (as per attached in tender document. (Form 1 to Form 4). The tenderer should quote the price inclusive of all taxes and discount (if any). The rates quoted by the tenderer shall be all- inclusive i.e. 'equipment transportation charges' and 'repairing charges including replaced items' and charges against calibration etc.

4.3 PENALTIES:-

- 4.3.1 In case of any miss-happening/ accident to person/ shaker, the liability lies on the Contractor and no liability will lie on the Research Designs & Standards Organization, Ministry of Railways during the currency of the contract period.
- 4.3.2 In case any of the shaker taken by the firm for repairing got damaged/lost, the firm will pay the actual cost of the shaker with all the taxes.
- 4.3.3 The system to be delivered within 60 working days. A penalty @ Rs. 200/day may be charged after expire of notice period of 07 working day, which will be automatically be started 60 working days after receipt of the system from this Directorate.
- 4.3.4 Warrant of the system shall be of 01 year, any defect if noticed in the system is the responsibility of the firm to attend it immediately within 15 working days. Otherwise Rs. 500 / day will be deducted from the Performance Guarantee (PG) after a grace period of 07 working days.

4.3 Payment terms:

- 4.3.1 Payment shall be made after satisfactory repairing of Shaker by the firm. Bills for repairing of Shaker-500 shall be submitted to RDSO Office / Testing Directorate for verification and payment. The bills will be verified and forwarded to the accounts for payments, after deducting 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).

4.4. ILLEGAL GRATIFICATION:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant or anyone on his or on their behalf to any officer or employee of the Railway or to any person on his or their behalf in relation to the obtaining or the executive of this any other contract

with the RDSO shall in addition to any criminal liability which he may incur subject the contractor to the payment of any loss or damage resulting from such rescission and the RDSO shall be entitled to deduct the amounts so payable from any moneys due to the contractor under the contract or any other contract with the RDSO. The contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of RDSO and if he shall do so the RDSO shall entitle forthwith to rescind the contract the all other contracts with the RDSO. Any question or dispute as to the submission of any offence or compensation payable to the RDSO under this clause shall be settled by the Director General of the RDSO in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

4.5 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.

4.3.2 FORCE MAJURE:

4.3.3 The term 'Force Majeure' means any Act of God and any event, whether accidental or not, beyond the will and control of the Party affected by such event (but not necessarily predictable) such as war, whether declared or not, riot, insurrection, civil commotion sabotage, strikes, lock out, or other disturbances, accidents, fire, earthquake, flood, explosion, damage to plant or installations, epidemic, quarantine restrictions, absence of the usual means of transport and embargoes, the occurrence of which event could not have reasonably be foreseen or provided for by a man of common prudence exercising due diligence together with the steps taken by it to avoid or minimize the adverse effect of such Force Majeure event, as also the cessation of such event.

4.6.2. In the event that any of the parties hereto finds itself unable, by reason of a case of 'Force Majeure' to carry out its obligations hereunder in whole or in part, the obligations of such Party to the extent that they are affected by such 'Force Majeure' shall be suspended as long as impossibility so caused shall last but not thereafter. The adverse situation created by such 'Force Majeure' shall be remedied as far as possible, with responsible dispatch.

4.6.3. The Party affected by 'Force Majeure' shall give notice thereof to the other Party setting forth all necessary particulars concerning the giving of the said notice, the obligations of the Party giving such notice shall be suspended as said above and the Parties shall consult together with a view to determining mutually acceptable measures to overcome the difficulties arising there from.

5 GENERAL TERMS & CONDITIONS:

In case of any other dispute of any kind and in of any respect, whatsoever the decision of **Executive Director/Testing/RDSO Lucknow** shall be final, which shall be abide by the firm

5.1. In case of discrepancy or dispute relating to erratic behavior of the repaired Shaker-500 re-repairing of Shaker-500 shall be carried out by the firm without any additional charges.

5.2. RDSO administration shall reserve the right to terminate/cancel the contract at any time without assigning any reasons.

FORMS FOR TENDER

FORM No.	Description
1.	Offer letter.
2.	Memorandum of Association of the Tenderer.
3.	Deviation from the tender papers.
4.	Schedule of Prices
5.	Bidder's certificate

Signature of Contractor
With stamp

(S. K. Mishra)
Jt. Director Testing (HQ)

FORM-1

OFFER LETTER

From:

M/s _____

To President of India,
Acting through the Director/Testing,
Testing Directorate, RDSO, Manak Nagar,
Lucknow-226011.

Dear Sir,

Sub: Tender for _____

I/We _____ have read the instructions to tenderers and conditions of tendering and hereby agree to abide by the said conditions. I/We also agree to keep this Tender open for acceptance for a period of six months from the date fixed for opening the same and in default there of I/We will be liable for forfeiture of my/our earnest money deposit. I/We offer to do the work relating to Repairing of long stroke Shaker APS-500, available in Testing Directorate, R.D.S.O., Manak Nagar, Lucknow and hereby bind myself/ourselves to complete the work at the prices quoted in the attached schedules of prices

I/We also fully understand and hereby agree to abide by the General and special conditions of contract and to carry out the work according to the specification for the present Contract as modified by this Tender.

2. a) I/We do not execute the Agreement within seven days after receipt of notice issued by the Railway that such Agreement is ready or.
- b) I/We do not commence the work on the date stipulated in the approved Schedule of work.
3. 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.

4. I/We enclose the Income Tax Clearance Certificate as required pertaining to me/us for the year_____.

5. I/We have no retired engineer or retired Gazetted officer of the any of the Railways owned/administered by the President of India.

OR

The list of required engineers or retired Gazetted Officers who are associated with me/us enclosed as an enclosure to this offer letter.

Yours faithfully,
Signature of the Tenderer

SEAL OF THE TENDERER

Place_____

Date_____

Witnessed by_____

1. Signature

Name in Block Capitals_____

Address_____

2. Signature

Name in Block Capitals_____

Address_____

Signature of Contractor
With stamp

(S. K. Mishra)
Jt. Director Testing (HQ)

FORM-2

MEMORANDUM OF ASSOCIATION OF THE TENDERER
(Including the power of attorney)

Signature of Contractor
With stamp

(S. K. Mishra)
Jt. Director Testing (HQ)

FORM -3

DEVIATION FROM THE TENDER PAPERS

Para No. Deviation of the Tender Papers.	Deviations offered	Reason	for	the
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Note: If there is no deviation with respect to tender document, “NIL DEVIATION” should be written in this form. If no text is mentioned in this form, it will be treated as “ NIL DEVIATION”.

Signature of Contractor
With stamp

(S. K. Mishra)
Jt. Director Testing (HQ)

Sign of Tenderer
With stamp

(S. K. Mishra)
Jt. Director Testing (HQ)

FORM – 4

SCHEDULE OF PRICES

NAME OF THE WORK: Repairing of Shaker APS-500 ,available in Testing Directorate, R.D.S.O., Manak Nagar, Lucknow on open tender basis

S. No.	Description	Type	Qty.	Rates in INR	Remarks
1.	Repairing of Shaker APS-500	Long Stroke Horizontal Shaker APS 500 (for low frequency vibration transducer frequency use)	01.		

Signature of Tenderer with SEAL

FORM-5

The tenderer will give a certificate as under:

“I/We certify that I/We have received the complete tender document from the office of Jt. Director Testing/ HQ, Room no. 7, Berthing Complex, Testing Directorate, Manak Nagar, Lucknow-226011 and there is no discrepancy/variation/printing mistake and it is further certified that no alteration /modification has been made in the bid documents. I/We accept that the entire responsibility of ensuring that this application form along with other documents is as per original available on website is mine/ours. I/We also agree that if anything contrary is found the decision of RDSO Administration will be final and binding on me/us.”

Place_____

Date_____

Your faithfully,

Signature of the Tenderer