



Government of India
Ministry of Railways

Tender Document for the work of
Annual Maintenance Services of 8 Nos. Greaves make
50 KVA Diesel Generating Set Model No. 4YDAX MK III & 4YDAXSP
Installed in different oscillograph cars of
Testing Directorate
R.D.S.O., Manak Nagar, Lucknow
Through authorised agent of M/s Greaves.

ESTIMATED COST OF WORK: 15,96,288.00

WORKS OPEN TENDER No: RM2/G/6.Greaves/2015/01
Tender to be opened on 25.09.14 at 15.00 hrs.
No. of pages including cover: 27 (Twenty Seven)

Testing Directorate
RESEARCH DESIGNS & STANDARDS ORGANISATION

Tender Document Cost: Rs.2000/-

Signature of Tenderer
With Seal

Page 1 of 27

Dy. Director/Testing
RDSO/LKO

Part-I

1. PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

- 1.1** The Tender Document is non-transferable.
- 1.2** DESCRIPTION & LOCATION OF THE ORGANISATION: Research, Designs & Standards Organisation (RDSO) is situated at Manak Nagar, Lucknow. This Organisation is engaged in research, design & standardisation of works in various railway disciplines. Testing Directorate is part of this organization and conducts oscillation trials in the field using oscillograph cars.
- 1.3** In connection with the maintenance of infra-structural facilities in the above oscillograph cars the Executive Director (Research Testing)/RDSO on behalf of the President of India invites tender for Annual Maintenance Services of the 50 KVA Diesel Generating Set “GREAVES” make installed in various oscillograph cars of Testing Directorate. The details of works covered under Annual maintenance are given in part – III of the tender documents.
- 1.4** The tender shall consist of 3 parts:
- | | | |
|--------|---|------------------------------------|
| Part I | - | Preamble & General Instructions |
| II | - | General Conditions of Contract |
| III | - | Special Conditions of the Contract |
- 1.5** The intending Tenderers are advised to study the tender papers carefully. The submission of the tender shall be deemed to have been done after careful study and examination of the tender papers with a full understanding of the implications thereof.
- 1.6** All information in the tender must be in Hindi or English. Information in any other language must be accompanied by its authenticated translation in English. In the event of any discrepancy between a tender in a language other than English and its English translation, the English translation will prevail.
- 1.7** The tender shall be either typewritten or hand written neatly in indelible ink and corrections, if any, attested by the individual signing the tender.
- 1.8** Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:
- 1.81 As sole proprietor of the concern or as Attorney of the sole proprietor;
- 1.82 As partner or Partners of the firm; and
- 1.83 As a Director, Manager or Secretary in the case of Limited Company Rule authorised by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association. In the case of a firm not registered under the Indian Partnership Act, all the partners or the Attorney

Signature of Tenderer
With Seal

Page 2 of 27

Dy. Director/Testing
RDSO/LKO

duly authorised by all of them should sign the tender and all other connected documents.

- 1.84 Requisite power of Attorney or such other documents empowering the individual or individuals to sign should be furnished to the R.D.S.O. for verification, if required.
- 1.85 The R.D.S.O. will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract if any. However, it may recognise such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the Contractor.
- 1.86 The tender shall be addressed to Director Testing (Labs), Air Brake Lab, Testing Directorate, R.D.S.O., Manak Nagar, Lucknow-226011, in a sealed cover & marked "**Offer for Works Tender No. RM2/G/6.Greaves/2015/01**".
- 1.87 Tenders sent by registered post shall be with acknowledgement due. The RDSO administration does not take any responsibility on account of delay, loss or misdelivery of the tender documents sent by post.
- 1.88 Tender can also be dropped 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-226011. The tender box will be sealed at 14.30 hrs. on 25.09.2014. The tender will be opened on 15.00 hrs. in the presence of tenderer(s) or their authorized representatives on 25.09.2014 at same place. ***The tender papers will not be sold after 12.00 hrs. on 25.09.2014.***
- 1.9 The Tenderer shall state in the tender his postal address, fully and clearly. Any communication sent in time to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time. Important documents will be sent by Registered post.
- 1.9.1 The tenders complete in all respects shall reach Director Testing (Labs), Air Brake Lab, Testing Directorate, RDSO, Lucknow up to **14.00 hrs. on 25.09.2014**. Tenders received after this time & date are liable to be rejected.
- The cost of tender document Rs. 2000/-** is to be submitted in the form of Demand Draft in favour of Executive Director, Finance, RDSO, Lucknow at the time of submission of the tender. This shall be submitted separately and in addition to the earnest money.
- 1.9.2. Telegraphic bids will not be accepted under any circumstances.
- 1.9.3 R.D.S.O. will not be responsible for the loss of tender documents/delay in postal transit.

1.10 The tenders will be opened **on 25.09.2014 at 15.00 hrs**, in RPF post, near TEN office, RDSO, Manak Nagar, Lucknow-226011 in the presence of such of the tenderers or their authorised representatives who may like to be present.

1.11 Tenderer's Credentials:

The tenderer shall furnish satisfactory evidence acceptable to RDSO on prescribed Form No.5 attached with the tender document, to show that:

- a) He is an experienced and established contractor, authorised from M/s Greaves who regularly undertakes Annual Maintenance of the Diesel Generating Set, the size and magnitude of which is similar to the items of work tendered for, and has adequate technical knowledge and practical experience in this specific field. The tenderer has to establish to the full satisfaction of the RDSO, his credentials and technical competency for executing the works.
- b) He should enclose the documentary proof of his past experience in maintaining Diesel Generating Set in other reputed organisations.
- c) He has adequate equipment, plant and machinery to undertake maintenance work within the time schedule offered by him.
- d) He has adequate field service organisation to provide necessary field and management services required to successfully execute the maintenance work.
- e) The tenderer should furnish sufficient evidence in regard to having undertaken maintenance works, which should be working successfully in a well-reputed Organisation. The tenderer shall furnish the names and addresses of such systems.

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

1.13 General Instructions

1.13.1 The tenderer shall keep his offer open for acceptance of a minimum period of **180 days** from the date of opening of the tender.

1.13.2 The contract will be **for a period of three (03) years from the completion of running contract no. RM2/G/6/Greaves/2011/01 (i.e from 22.01.2015)**. The contract period may be extended to a further period of one year if mutually agreed by both the parties, on the same terms conditions.

1.13.3 **An earnest money** equivalent to **Rs. 31,926/-** shall accompany the tender. The tender not accompanied by Earnest Money in any one of the approved forms shall be rejected summarily. The earnest money shall be in any one of the following forms:

Signature of Tenderer
With Seal

Page 4 of 27

Dy. Director/Testing
RDSO/LKO

Deposit receipts, pay orders and demand drafts of the State Bank of India or Nationalised Banks, any of the Scheduled Commercial Banks, will be acceptable. The official cash receipt of the bond etc. as the case may be rejected. The earnest money should be pledged in favour of the Executive Director, Finance, RDSO, Lucknow.

- 1.13.4 No interest shall be allowed on the earnest money.
- 1.13.5 The Earnest Money /Bid Guarantee is likely to be forfeited if the tenderer withdraws commitments, impairs or derogates from the tender in any respect within the period of his offer.
- 1.13.6 In case of unsuccessfulness, the Earnest Money of tenderer will be returned to him by the RDSO.
- 1.13.7 Income Tax Return Certificate: - The tenderer(s) shall produce along with his/their tender the latest valid income tax return certificate in original or any attested copy thereof or a current sworn affidavit duly countersigned by the Income Tax Officer to the effect that he/ they has/have no taxable income. In special cases tender without ITR may be considered. However, in the event of such a tender being accepted no payment should be made to the contractor(s) for the work carried out or the material supplied nor shall the contractor claim such payments till a valid ITR certificate is produced.
- 1.13.8 Under Section 194-C of the Income Tax Act 1961, deduction of 2.24% Income Tax will be made for sum paid for carrying out the work under this contract.
- 1.13.9 The tender, when submitted, shall not constitute an agreement and the tenderer shall have no cause of action or claim against the R.D.S.O. for rejection of his offer. The RDSO shall always be at liberty to reject or accept the offer at the own discretion and any such action will not be called into question and the tenderer shall have no claims in that regard against R.D.S.O.
- 1.13.10 Acceptance of tender shall be communicated by FAX/ Telex / Telegram /Express Letter or a formal letter of Acceptance of Tender. When acceptance is communicated by FAX/ Telex/ Telegram/ Express Letters, the formal letter of acceptance will be sent to the Tenderer as soon as possible. But the FAX/ Telex/ Telegram or express letter should be deemed to conclude the contract.
- 1.13.11The successful tenderer shall be required to execute one or more agreements as necessary with President of India acting through Director General/Executive Director (Testing). RDSO as the case may be for carrying out the work as per agreed conditions.
- 1.13.12The tenderer shall quote his rate on the Form-4 attached with the tender document. The rates given in the schedule of rates shall consists of two parts:

Signature of Tenderer
With Seal

Page 5 of 27

Dy. Director/Testing
RDSO/LKO

- a) *Lump sum amount that shall include the cost of all the labour, taxes, tools and plants required for proper completion of the job detailed in Scope Of Work under Part-III "Special Conditions of Contract".*
- b) *Enclose a list of spares with cost of each and every spares that may be required for replacement during the contract period other than the items listed under Scope of Works. The list of spares and its cost shall hold good and remain the same during the currency of the contract period, no change would be allowed in the list for any reason whatsoever. Firm has to take warranty for all replaced spare parts for minimum one year from date of its replacement.*
- c) *Any spare parts if required to be replaced shall be changed after approval of appropriate authority i.e. Director Testing of concerned field unit. The firm will replace the spare parts after receiving of written approval of competent authority and submit the bill along with the routine maintenance/ breakdown repair after successful completion of each visit. In this case the price of the replaced spare parts shall be according to the price list submitted by the firm for spare parts along with the bid documents.*

1.13.13 The amount under item (a) above, shall be payable every month after successful completion of work. The spares that may be required for replacement shall be procured from the contractor. The payment of spares shall be made as and when it has been replaced at the rate as specified under item (b) above. The tenderer shall produce the certificate that the spares have been purchased from the authorised stockist of Greaves DG Set to prove their genuineness. Original spares from the manufacturer shall be given preference for replacement. Permission for change of any part of DG set shall be taken from competent authority of RDSO, Testing Dte. For all parts, which have not been manufactured by the original manufacturer, prior permission of RDSO (competent authority) shall be obtained before using them.

1.13.14 The contractor before quoting may inspect the DG sets. Any defects arising at the time of taking over would have to be repaired by the contractor. The plant would be handed over to the contractor for the maintenance on "As Is Condition Basis".

1.14 VARIATIONS IN EXTENT OF CONTRACT ON SAME TERMS AND CONDITION:

The contract for AMC of DG sets can be extended for further 25% period of the original contract period after expiry of the contract period. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of variation for further extended 25% period.

PART II GENERAL CONDITIONS OF THE CONTRACT

2.0 Definitions

- 2.1 In these conditions of contract the following terms shall have the meaning hereby assigned to them except; where the context otherwise requires:
- a) **"R.D.S.O."** shall mean the President of the Republic of India working through the Director General, R.D.S.O.
 - b) **"Director General"** shall mean the officer in administrative charge of the R.D.S.O.
 - c) **"Executive Director Testing,"** shall mean the officer in charge of the Testing Directorate.
 - d) **"Engineer"** shall mean the Director General RDSO's representative in executive charge of the works and shall include the higher officers of the Testing Directorate of the R.D.S.O. such as Director, Joint Directors.
 - e) **"Engineer's representative"** shall mean the Director/Joint Director/Dy. Director / Assistant Research Engineer (Testing) in direct charge of the works and shall include any Resident Engineer or Sub-Engineer or Foreman or inspector appointed by the R.D.S.O.
 - f) **"Specification"** shall mean the technical specifications outlined in these documents as may be amplified added to or superseded by specification, if any.
 - g) **"Contractor"** shall mean the person, firm or company, whether incorporated or not who enters into contract with the R.D.S.O. and shall include their successor (approved by the R.D.S.O.), executors and administrators and permitted assigns as the case may be unless excluded by the, terms of the contract.
 - h) **"Contract"** shall mean and include the preamble and General Instructions, General Conditions of Contract, Special Conditions of Contract, Prices and payment, Technical Specifications and other conditions specified in the Tender, Advance Acceptance of Tender, Acceptance of Tender and formal Work Order/Agreement, if executed.
 - i) **"Contractor's representative"** shall mean a person in supervisory capacity who shall be so declared by the Contractor and who shall be authorised to receive materials issued by the R.D.S.O. to the Contractor for the work. He shall be responsible for proper execution of works at each or all places and take orders from Engineer(s) and carry out the same.
 - j) **"Equipment"** shall mean all or any equipment required for the satisfactory operation as a whole of the installation
 - k) **"Materials"** shall mean all equipment (s), components, fittings and other materials required to complete the work.

Signature of Tenderer
With Seal

Page 7 of 27

Dy. Director/Testing
RDSO/LKO

- l) **"Tenderer"** shall mean and include any person, firm or company or body corporate or others who sublet the tender, which has been invited.
- m) **"Work or Works"** shall mean all or any of the items of the work for which the Tenderer/Contractor has tendered/ contracted according to the specifications and annexures hereto annexed or to be implied there from or incidental there to or to be hereafter specified or required in such explanatory instructions being in conformity with the original specifications, annexures and schedules and also such instructions and drawings additional to the afore mentioned as may from time to time be issued by the Director General/RDSO through Executive Director/Testing during the progress of the contracted work.
- n) **"Writing"** shall mean and include all matters written, typewritten or printed either in whole or in part.
- o) **"Constructional Equipment"** shall mean appliances or things of whatever nature required for the execution, completion or repair under Guarantee/ Warranty of the works but do not include materials or other things intended to form or forming part of the permanent work.
- p) **"Schedule of Rates"** shall mean the schedule of rates as annexed to the contract agreement or as amended there after in the manner provided for in the contract.
- q) **"Site"** shall mean the location of oscillograph car, in which the works are to be carried out, and any other lands or places provided by the R.D.S.O. for the purpose of the contract.
- r) **"Maintenance"** shall mean complete maintenance services of the equipment and its accessories for the satisfactory working of the entire equipment covered under this contract. It will also include replacement and fitment of all the spares and any accessories, which are necessary for the smooth functioning of the D.G. set. However, the charges of spares and accessories would be paid extra. It will also cover the points as detailed in "Part-III: Special conditions of the contract" under Scope of Work, Schedule Maintenance and Breakdown Maintenance.
- 2.2 Co-relation and intent of contract documents; the RDSO and the contractor shall sign the contract documents in duplicate. The contract documents are complementary, and what is called for by any one shall be binding as if called for by all.
- 2.3 **Law governing the contract:** The contract shall be governed by the Indian Railway standard Conditions of Contract in force in the Republic of India.
- 2.4 **Compliance to regulations and Law:** The Contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any local authority.
- 2.5 **Taxes-** The Contractor shall pay all taxes, duties, charges or levies which may be assessed, imposed or levied upon the plant or any income realised by him under contract by any country or Governmental agency thereof in which the plant is situated or from where it is.

Signature of Tenderer
With Seal

Page 8 of 27

Dy. Director/Testing
RDSO/LKO

2.6 This being a tender for Works Contract including supply of equipment, erection, testing and commissioning, part recovery of Income Tax shall be made at the source @ 2% or applicable from each running bill without prejudice to the overall assessment made by the Income Tax Authorities and 0.27% deduction on tax amount as surcharge.

2.7 SECURITY DEPOSIT & PERFORMANCE GUARANTEE:

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

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

(B) Introduction of Performance Guarantee:

The procedure for obtaining performance guarantee is outlined below:-

- (a) The successful bidder should give a Performance Guarantee (PG) amounting to 5% of the contract value in any of the following forms:
 - (i) A deposit of cash
 - (ii) Irrevocable Bank Guarantee
 - (iii) Government Securities at 5 percent below the market value
 - (iv) Deposit receipts, Pay Orders, Demand Drafts and Guarantee bonds either of the State Bank of India or of any of the nationalized Banks
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks
 - (vi) A Deposit in the Post Office Saving Bank
 - (vii) A Deposit in the National Savings Certificates
 - (viii) Twelve years National Defence Certificate
 - (ix) Ten years Defence Deposits
 - (x) National Defence Bonds and
 - (xi) Unit Trust Certificates at 5 percent below market value or at the face value whichever is less.
- (b) **The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of letter of acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.**
- (c) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on "No claim Certificate."
- (d) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done

- independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.
- (e) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

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

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

2.10 Occupation of and use of land: the Contractor without the permission of the R.D.S.O shall occupy no land belonging to or in the possession of the R.D.S.O. The Contractor shall not use or allow to be used, the site for any purpose other than that of execution of the works.

2.11 Subletting of contract: The Contractor shall not assign or sublet the contractor any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission of R.D.S.O.

2.12 Representation on works: The Contractor shall have an authorised agent, who shall be available during working hours and shall on receiving reasonable notice present himself to the Engineer. Orders given by the Engineer to the agent shall be deemed to have the same force as if they had been given to the Contractor.

2.13 Provision of efficient and competent staff: The Contractor shall place and keep on the works at all times qualified, efficient and competent staff to give the necessary direction to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labours, in or about

Signature of Tenderer
With Seal

Page 10 of 27

Dy. Director/Testing
RDSO/LKO

the execution of the works as are careful and skilled in their various trades and callings. The Contractor shall at once remove from the work any agent, permitted sub-contractor supervisors, workmen or labour who shall be objected to by the engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

- 2.14** The Contractor shall indemnify and save harmless the RDSO from and against all actions, suit proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the RDSO by reason of any act or commission of the Contractor, his agents or employees, in execution of the works or in the guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be implied to the use of RDSO, without reason or reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 2.15 Delays & Extension of time:** If in the opinion of the Engineer, the progress of work has at any time been delayed by any act or neglect of RDSO employee or by any of these conditions or by strikes, lockouts, fire, unusual delay in transportation, exceptionally inclement weather, unavoidable casualties or any causes beyond the contractor's control or by delay authorised by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the RDSO, for which he shall have specifically applied in writing to the Engineer or his authorised representatives or by any other causes which the Engineer shall decide to justify the delay, then the time of completion of the works may be extended for such reasonable time as the Engineer on behalf of the RDSO may decide.
- 2.16 Extension of time on RDSO Accounts:** - In the event of any failure or delay by the RDSO to hand over to the contractor facilities for execution of work to give necessary notice to commence the work or to provide drawings or instructions or any other cause whatsoever, then such failure or delay shall in no way affect or vitiate contract or alter the character thereof or entitle the Contractor to damages or compensation therefore, but in any such case, the RDSO may grant such extension or extensions of the completion date as may be considered reasonable.
- 2.17 Illegal gratification:** -Any bribe, commission, gift or advantages given promised or offered by or on behalf of the contractor or his partner or agent or servant or any one on his or their behalf to any officer, or employee of the RDSO, or to any person on his or their behalf in relation to the obtaining or execution of this or any other contract with the RSDO, shall in addition to any criminal liability which he may incur, subject the contractor to the rescission to the contract and shall other contracts with the RDSO, and to the payment of any loss or damage resulting entitled to account the amount so payable from any money due to the contractor under the contract with the RDSO. The contractor shall not lend or borrow from or have entered into any monetary dealings or transactions either directly or indirectly with any employee of the RDSO, and if he shall do so the RDSO shall be entitled forth with to rescind the contract and all other contracts with the RDSO. Any question or dispute as to the commission of any offence or compensation payable to the RDSO

under this clause shall be settled by the Director General of the RDSO in such manner as it shall be final and conclusive.

- 2.18 Contractor's Understanding:** It is understood and agreed that the Contractor has by careful examination, satisfied himself so as to the nature and location of the work, the character of the equipment and facilities needed, preliminary to and during the execution of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- 2.19 Other contracts in connection with work:** The RDSO shall have the right to let other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their material and the execution of their work and shall properly connect and co-ordinate his work with theirs. If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.
- 2.20 Adherence to specifications:** The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If the Contractor performs any work in a manner contrary to the specification or drawings or any of them and without such reference to the engineer, he shall bear all the costs arising or ensuing there from and shall be responsible for all loss to the RDSO.
- 2.21 Drawing and specifications of the works:** The Contractor shall keep one copy of drawings and specifications at the site, in good order, and such other contract documents as may be necessary to the Engineer.
- 2.22 Ownership of drawings and specifications.** All drawings and specifications and copies thereof furnished by the RDSO to the Contractor are deemed to be the property of the RDSO. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the RDSO on completion of the works or termination of the contract.
- 2.23 Sheds. Storehouses and yards:** The RDSO shall as may be mutually agreed to, provide accommodation for temporary office and storeroom at the site for use by the Contractor. The contractor shall pay rent for this accommodation as may be fixed by the RDSO. Electricity consumed in the office storeroom in connection with erection work shall be paid by the Contractor to the RDSO at the rates to be fixed by the RDSO.
- 2.24 Utilities:** Electricity needed in connection with testing and commissioning will be supplied free of cost by RDSO.
- 2.25 Tools and Construction Equipment:** The Contractor shall provide at his cost all equipment (s) tools, tackles etc. required for pre-assembly, erection, testing and commissioning of the equipment and installations covered under this contract.

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

Signature of Tenderer
With Seal

Page 13 of 27

Dy. Director/Testing
RDSO/LKO

declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the RDSO and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the contractor nor shall the RDSO be in any

way answerable to any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

- 2.34 Clearance of site on Completion:** On the completion of the works the Contractor shall clear away and remove from the site / oscillograph car all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and work clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the contractor till, in addition to any other condition necessary for such final payment, site clearance shall have been effected by him, and such clearance may be made by the Engineer at the expense of the contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expense of the contractor, the RDSO, shall not be held liable for any loss or damage to such of the contractor's property as may be on the site and due to such removal there from, which removal may be effected by means of public sale of such materials as property or in such a way as deemed fit and convenient to the Engineer.
- 2.35 No Claim Certificate:** After issue of the aforesaid "Acceptance Certificate" under clause 2.34 the Contractor shall sign a "No Claim Certificate" in favour of the R.D.S.O. in such a form as shall be required by the RDSO.
- 2.36 Cessation of RDSO Liability:** The RDSO shall not be liable to the Contractor for any matter arising out of, or in connection with the contract or the execution of the work unless the contractor shall have made a claim in writing in respect thereof before the issue of 'Acceptance Certificate' under clause 2.34 above.
- 2.37 Unfulfilled obligations:** Notwithstanding the issue of the 'Acceptance Certificate' the Contractor and the RDSO shall remain liable for the fulfilment of any obligation incurred under the provisions of the contract prior to the issue of the 'Acceptance Certificate' and for the purpose of determining the nature and extent of any such obligation the contract shall be deemed to remain in force between the parties hereto.
- 2.38 Determination of contract owing to default of contractor: Right of RDSO to determine Contract:** The RDSO shall be entitled to determine and terminate the contract at any time should, in the RDSO opinion, the cessation of work become necessary owing to paucity of funds or from any other cause whatsoever, in which case the value of approved materials at site and work done to date by the contractor will be paid for in full at the rates specified in the contract. Notice in writing from RDSO of such **determination** and the reason therefore shall be conclusive evidence thereof.

2.39 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.

2.40 Force Majeure: In the event of any unforeseen event directly interfering with the supply, delivery, erection, testing and commissioning of the system arising during the currency of the contract, such as war, Hostilities, acts of the public, enemy, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions, strikes, lock-outs, or acts of God, the Contractor shall within a week from the commencement thereof notify the same in writing to the RDSO with reasonably evidence thereof. If the force-majeure condition (s) mentioned above in force for a period of 90 days (ninety days) days or more at any time the RDSO shall have the option to terminate the contract on expiry on 90 days (ninety days) days in commencement of such force majeure by giving 14 (fourteen) day's notice to the Contractor in writing. In case of such termination no damages shall be claimed by either party against the other save and except those, which had occurred under any other clause of this contract prior to such termination.

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

(a).All matters in question dispute or difference directly or indirectly arising out of or in connection with or touching this contract shall be referred to arbitration.

(b).A sole Arbitrator who shall be the Director General or a Gazetted Railway Officer nominated by him in that behalf in cases where the claim in question is below rupees 3,00,000/- (Three lakhs) and in case where the issues involved are not of a complicated nature. The Director General shall be the sole Judge to decide whether or not the issues involved are of a complicated nature.

(c).Two arbitrators, who shall be gazetted Railway Officers of equal status to be appointed in the manner laid down in Clause (b) for all claims of Rs. 3,00,000/- and above and for all claims irrespective of the amount of value of such claims if the issues involved are of a complicated nature or not. In the event of two arbitrators being divided in their opinion the matter under dispute will be referred to an Umpire to be appointed in the manner laid down in Clause (b) for his decision.

(d).The Arbitrator/Arbitrators/Umpires so appointed, as the case may be shall give the award on all matters referred to arbitration indicating there in break up of the sums awarded separately on each individual contract relates. The arbitrator shall be the Gazetted Railway Officer who in the course of his/their duties as Railway servant(s) has/have not expressed views on all or any of the matters under dispute or difference. The award of the arbitrator or arbitrators or Umpires as the case may be shall be final and binding on the parties to the Contract.

(e).Subject as aforesaid, Arbitration Act 1940 and the Rules there under and any statutory modification thereof shall apply to the arbitration proceedings under this clause.

Signature of Tenderer
With Seal

Page 15 of 27

Dy. Director/Testing
RDSO/LKO

PATRT –III
SPECIAL CONDITIONS OF THE CONTRACT

3.0 General

3.1 The D.G. Set covered in this contract are installed in oscillograph cars and will be normally operative for 10 to 12 hrs daily when the field unit will be conducting the trials. When the unit will be in head quarter i.e. at Lucknow the D.G. set may be operative on all working days from Monday to Friday and would not be operated on Saturday/Sunday and holidays unless otherwise required by the directorate. The oscillograph cars having these D.G. sets will be available either at Lucknow Station or in RDSO yard for maintenance.

3.2 For operation of the D.G. Set, operator will be deputed by the directorate, may operate the D.G. Set in single or double or round the clock shifts totally at the discretion of this office.

3.3 Scope of the Works

The conditions given in this chapter deal with the special conditions for the work of Annual Maintenance of the D.G. Set, viz. preventive maintenance, specific maintenance, break-down repairs and upkeep of the complete D.G. Set including A.C. alternator and control panel. It also includes all fitments, which are necessary for the operation of the set like pipeline, gauges, meters, starters switches etc. The scope of work will also cover the replacement of Fuel filters, Lube Oil filters and Gasket Rocker Cover during every half yearly schedule. The cost of these three items would not be paid extra against the cost of spare parts.

3.3.1 Preventive maintenance to be carried out monthly

- (i). Cleaning, dusting, of D.G. Set including motor starters, control panels etc.
- (ii). Repairing of leakage if any.
- (iii). Checking of V-Belts tensions and tightness of nuts and bolts.
- (iv). Checking of coupling, rubber bushes of pumps.
- (v). Checking, replacement of all valve for proper operation and for avoid of leakage.
- (vi). Checking of rubber seal, gasket and hosepipes and their replacement if required.
- (vii). Checking of coupling disk on fuel injection pumps.
- (viii). Checking and setting the injectors.
- (ix). Checking and replacing high-pressure fuel pipe line.
- (x). Checking and adjusting the valve timing and tappet.
- (xi). Check and clean the blower and lube oil cooler.
- (xii). Checking of batteries. Toppings up of the batteries with distill water/electrolyte. External charging of batteries, repairing of batteries.
- (xiii). Checking and servicing of starter (cranking motor) and battery charging alternator.
- (xiv). Checking and tightening of foundation bolts of engine and alternator.
- (xv). Checking of output voltage and current on load.

3.3.2 Preventive maintenance to be carried out quarterly

Signature of Tenderer
With Seal

Page 16 of 27

Dy. Director/Testing
RDSO/LKO

- (i). All items that are covered under monthly schedule.
- (ii). Checking of all safety controls operation and also the set points of all controls such as temperature alarm and trip, high and low pressure alarm and trip, earth fault relay, thermostats, and over load relay.
- (iii). Complete checking and repairing or replacement of spares as and when required in addition to checking and repairing of the tank.
- (iv). Checking, repairing/replacement of all indicating lights, voltmeter, ammeter, battery charging meters for its proper operation.
- (v). Checking of control panel, checking and changing of MCB, time relays.
- (vi). Checking of under slung HSD oil lifting pump and repairing if required.
- (vii). Checking of turbocharger and repairing if required.

3.3.3 **Preventive maintenance to be carried out half yearly**

- (i). All items that are covered under monthly and quarterly schedule.
- (ii). Insulation test for generator, motor and starter.
- (iii). Greasing of generator.
- (iv). Replacement of fuel filter
- (v). Changing of engine oil.
- (vi). Replacement of Lube Oil oil filters.
- (vii). Replacement of Gasket Rocker Cover.
- (viii). Removing of sump bottom cover and cleaning of the lube oil suction drain.
- (ix). Checking and re-adjustment of tappet clearances.
- (x). Checking of speed governor and engine shut down for proper functioning.
- (xi). Checking of all items covered under monthly and quarterly schedule.
- (xii). Checking of carbon brushes, slip rings, diodes and regulator. Replacement of same if required.

3.3.4 **Preventive maintenance to be carried out once a year**

- (i). All items that are covered under monthly, quarterly and half yearly schedule.
- (ii). Alignment of engine and alternator with foundation.
- (iii). Checking of V-belt and its pulley including replacement if required.
- (iv). Checking of flexible and rubber engine mount. Replacement if required.
- (v). Checking of injector.
- (vi). Checking/replacement of fuel filter element.
- (vii). Checking of fuel injection pump.
- (viii). Checking of monitoring functions.
- (ix). Checking of compression pressure.

- (x). Checking of all nuts and bolts for the specific torque.
- (xi). Removal and cleaning of exhaust piping.
- (xii). Cleaning of complete engine.
- (xiii). Checking of crank case ventilation and breather.
- (xiv). Checking and cleaning of inlet duct.
- (xv). Checking and repair of fly wheel, rings.
- (xvi). Supply of all spares required for the above works.
- (xvii). Cleaning of HSD oil tank.

Any other work that may be required for the proper functioning of the D.G. Set and its associated equipment shall be carried out by the contractor whether listed herein or otherwise.

After every schedule, the following items shall be checked to avoid major failure

- (i). Loss of power.
- (ii). Heavy smoke.
- (iii). Low oil pressure.
- (iv). High oil temperature.
- (v). High engine temperature.
- (vi). Unusual noise and vibration.
- (vii). Starting problem.

3.3.5 Break down maintenance

In case of break down, Testing Directorate, RDSO will inform the Contractor regarding break down and he will arrange to start the repair within 24 hrs and will put back the D.G. set in working order within two days of the above information. In general the oscillograph cars, in which these DG sets are installed, will be available either at Lucknow Station or at RDSO yard.

In case of some exigencies during the field trial, Testing Directorate, RDSO will inform the Contractor regarding the break down. The Contractor will arrange repair at site as soon as possible by deputing his Service Engineer and will put back the D.G. set in working order. However this out station visit shall be limited to a total of eight visits per year.

3.3.6 Penalties

All the breakdowns shall be attended to and the DG set put back in working order, by the contractor within two working days from the time of intimation to the Contractor. For all delays over and above two days a penalty of Rs.500/- per day for first two days and Rs.1000/- for all subsequent days can be imposed on the contractor by RDSO. Total amount of penalty imposed shall not be more than 10% of the contract value. In case of out station failure of DG set during the trial as mentioned in Para 3.3.5, the journey time would be exempted towards the calculation of the no. of days. The discretion for imposing/waving the penalty will rest entirely with the Executive Director/Testing.

Signature of Tenderer
With Seal

Page 18 of 27

Dy. Director/Testing
RDSO/LKO

3.4 Payment terms:

- i** The payment for the AMC work shall be made to the contractor on monthly basis after the satisfactory physical completion of the work certified by the competent authority. The competent authority shall normally be the authority that is competent to sign the contract. The certificate, inter alia, should mention that the work has been completed in all respects and the contractor has fulfilled the contractual obligations and that there is no due from the contractors to RDSO against the contract.
- ii** in this case the price of the replaced spare parts shall be according to the price list submitted by the firm for spare parts along with bid documents. In case of any spare parts is required the payment shall be made to contractor with the monthly payment of AMC. The submission of bills of spare parts by the contractor will be made extra with the monthly bills of AMC.

3.5 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.

- 3.5.1** Upon termination of the contract, another acceptance test exactly the same as the one conducted at the time of takeover of maintenance shall be conducted by the contractor at his cost. Personnel sponsored by RDSO will be allowed to observe maintenance work by contractor for a period of two weeks prior to termination of the contract to gain practical knowledge on the maintenance of the systems and the acceptance test mentioned above will be conducted in their presence.

4.7 FORCE MAJURE:

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

DESCRIPTION OF EQUIPMENT IN D.G.SET

<i>S. No.</i>	<i>Description</i>	<i>Quantity in one D.G. set</i>	<i>Total in Eight D.G. sets</i>
1	Diesel Engine MARK-4YDAX-MK3 & 4YDAXSP, 1500 RPM, 70 HP, Rating BS5514(I) along with self starter and battery charging alternator.	One	Eight
2	AC generator self regulating Brush less alternator, type DSG 29L, 415V, 69.6 AC Amp, code 29.0050.D, Rotation – clock wise, excitation 50V, insulation class H, Bearing DE – 6312Z2, Ambient temperature 40 ⁰ C, RPM 1500, A 2.4, IP 23, Duty S1, Cos p 0.8, 3 phase, RIS degree N, AVR – LCO	One	Eight
3	Control Panel items – lube oil pressure gauge, tachometer gauge, charge lamp, ammeter & Off/run/start	One	Eight
4	Battery 12 Volts, 180 A.H.	Two	Sixteen

Note: Out of 08 nos., 02 nos. D.G. sets are installed in oscillograph car No. BLRZ 7835, 02 nos. D.G. sets are installed in BLRZ 7836, 02 nos DG Sets are installed in Oscillograph car no.7837 and 02 nos DG Sets are installed in Oscillograph car no.7839 of Testing Directorate.

Signature of Tenderer
With Seal

Page 20 of 27

Dy. Director/Testing
RDSO/LKO

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 Rates.
5.	Tenderer's credentials.

Signature of Tenderer
With Seal

Page 21 of 27

Dy. Director/Testing
RDSO/LKO

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 180 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 deposit. I/We offer to do the work relating to *Annual Maintenance Services of 50 kVA Diesel Generating Set GREAVES* make installed in different oscillograph cars of Testing Directorate, RDSO, 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 carryout the work according to the specification for the present Contract as modified by this Tender.

2. I/We have deposited with the Executive Director, Finance, R.D.S.O., Lucknow the required sum of Rs. ----- as earnest money, this tender for Receipt No -----dated-----has been granted.

OR

I/We enclose a ----- from-----Bank Ltd., for a sum of Rs -----as earnest money in respect of this Tender. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:

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.

Signature of Tenderer
With Seal

Dy. Director/Testing
RDSO/LKO

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_____

FORM-2
MEMORANDUM OF ASSOCIATION OF THE TENDERER
(Including the power of attorney)

Signature of Tenderer
With Seal

Page 24 of 27

Dy. Director/Testing
RDSO/LKO

FORM -3
DEVIATION FROM THE TENDER PAPERS

Para No. Of the tender Papers.	Deviations offered	Reason for the Deviation
---	---------------------------	---------------------------------

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 Tenderer
With Seal

Page 25 of 27

Dy. Director/Testing
RDSO/LKO

FORM - 4
SCHEDULE OF RATES

NAME OF THE WORK: Annual Maintenance Services charges for 3 (three) years for maintaining 8 (Eight) nos. Greaves Make Diesel Generator sets model 4YDAX MKIII & 4YDAXSP of 50 KVA each installed in different oscillograph cars of Testing Directorate.

Sr. No.	Description	Rate for AMC for one DG set for one year (Rs.) in fig.	Rate for AMC for Eight DG sets for one year (Rs.) in fig.	Rate for AMC for Eight DG sets for 3 years Rs. (in figures & words)
1	Annual maintenance service charges for maintaining 08 nos. Greaves Make Diesel Generator Set model 4YDAX MKIII & 4YDAXSP of 50 KVA installed in different oscillograph cars of Testing Directorate			
2	Service tax			
3	Grand total			
4	List of probable spares with rates	- List to be attached separately – <i>(The list of spares and its cost shall hold good and remain the same during the currency of the contract period, no change would be allowed in the list for any reason whatsoever)</i>		

Notes:

1. The rates quoted should be inclusive of all taxes and discount (if any). The offers wherever rates are not quoted in this manner are liable to be summarily rejected.
2. Rate to be quoted for above works should be in figures and words. In case of any difference in the rates quoted in figures and words the rates quoted in words only will be considered as correct.

Signature of Tenderer with SEAL

Signature of Tenderer
With Seal

Page 26 of 27

Director Testing (HQ)
RDSO/LKO

FORM - 5
TENDERER'S CREDENTIALS

Please fill in the questionnaire below:

1. Give details of your previous experience in maintenance of similar system in a reputed Organization.
2. Have you any consultants to assist you in this work? If so, give full particulars.
3. Give details of technical personnel you would employ for execution of this contract and a brief note about their qualifications and experience.
4. Give the names of your Bankers and their reference.

Signature of Tenderer
With Seal

Page 27 of 27

Director Testing (HQ)
RDSO/LKO