

अनुसंधान अभिकल्प एवं मानक संगठन

RESERACH DESIGNS & STANDARDS ORGANISATION

मुख्यालय – लखनऊ	HEADQUARTERS - LUCKNOW
निविदा का प्रकार – एकांगी	Type of Tender - Single
निविदा प्रपत्र	TENDER DOCUMENT
निविदा क्रमांक संख्या –	Comp/2.09.02/2015-16/Pt –VI/CAD Software/ANSYS
Tender No.	
No. of Total Pages (including Cover Page)	20
कुल पृष्ठों की संख्या ( कवर पेज के साथ)	
निविदा खोलने की तारीख एवं समय	29-JUNE-2017 15:00 Hrs
Date & Time of Opening of Tender	
निविदा जमा करने की अन्तिम तारीख एवं समय	29-JUNE-2017 14:30 Hrs
Last Date & Time of Submission of Tender	
कार्य का नाम	ओ० ई० एम० (मेसर्स एनसिस सॉफ्टवेयर (इन्डिया) प्रा० लि०) के पक्ष में कैड एन एनसिस –सॉफ्टवेयर वातावरण के वार्षिक अनुरक्षण सेवा का नवीनीकरण।
Name of Work	AMC of CAD ANSYS multi-physics environment in favour of OEM (M/s ANSYS Software Pvt. Ltd)
कार्य की अनुमानित लागत	₹20,77,740/=
Estimated cost of Works	
कार्य की अवधि	3 Years
Period of Works	
बयाना राशि	₹. 41,600/=
Earnest Money	
Price of Tender Document	₹ 3,000/- only
निविदा प्रपत्र का मूल्य	

## INDEX

S No.	Item	Page No.
1.	Check List	3
2.	First Sheet of Tender : Offer Letter : Form – I	4
3.	Instructions to Tenderer & General Conditions of Contract	5-9
4	Special Conditions of Contract	10-13
5.	Annexure –I: The List of Tendered Quantity	14
6	Instructions for Downloading of Tender Documents from Internet & its submission	15
7.	Form -2: Memorandum of Association of the Tenderers	16
8.	Form -3 :Deviation from Tenders Papers	17
9.	Form-4: Schedule of Prices	18
10.	Form-5: TENDERER’S CREDENTIALS:	19
12.	End of tender document	20

## CHECKLIST OF ITEMS TO BE COMPLIED BY TENDERER/S

S. No.	Check List Items	Whether Complied (Y/N)
1.	First Sheet (Offer letter) of Page no. 4 of Tender document	Yes/No
2.	Submission of full tender document duly signed in ink at each and every page and stamped to signify that the tenderer has read and understood the contents and conditions of tender. Ref: Clause No. 13- Page 8)	Yes/No
3.	Partnership deeds, Power of Attorney, if any, constitution of firm and copies of connected legal documents as per Clause No. 17 (page 8)	Yes/No
4.	Full and clear postal address along with phone numbers, email Addresses full bank details, PAN No., Service Tax registration no. etc.	Yes/No
5.	a. Earnest Money in prescribed form mentioned in tender document as per Clause No. 6.1 ( Page 6)	Yes/No
	b. Cost of tender document, if down loaded, in prescribed manner as per Clause no. 11.1 to 11.3 (Page 7)	Yes/No
6.	Authorization Certificate by M/s ANSYS Software India Ltd's letter No. nil dated 13/7/2015 and letter No. Nil dated 6/7/2015 (Clause no. 10.1 of Page 13)	Yes/No
7.	Signed Declaration for downloaded tender document at page no. 15 of Tender document	
8.	Form-2 (MEMORANDUM OF ASSOCIATION OF THE TENDERER) of Page 16 of Tender document	Yes/No
9.	Form-3 (Deviation from tender papers on page on 17 of Tender Document)	Yes/No
10.	Form-4 (Schedule of Rates) of Page 18 of Tender document	Yes/No
11.	Form-5 (Tenderer's Credential) of page 19 of tender document	Yes/No
12.	Validity of the tender offer is 120 days from date of opening of tender.	Yes/No

**Note:**

The above check list is not exhaustive. The tenderer must go through carefully the entire document and submit the tender complying with all the conditions/ provisions/ instructions mentioned therein irrespective of the fact that they have been highlighted in the check list or not.

*Each & Every page attached with tender offer should be signed and stamped by signing authority*

Signature of tenderer(s)

Date

RESERACH DESIGN & STANDARDS ORGANISATION  
GOVERNMENT OF INDIA: MINISTRY OF RAILWAYS  
MANAK NAGAR: LUCKNOW-226011

संगणक स्कंध COMPUTER WING

First Sheet (Offer-Letter)

Form-I

Tender No: **Comp/2.09.02/2015-16/Pt –VI/CAD Software/ANSYS**

Name of work : **Renewal of AMC of CAD ANSYS-Software environment in favour of OEM [ M/s ANSYS Software (India) Pvt. Ltd]**

To

The President of India,  
Acting through Director (Computer), Computer Wing, Carriage Directorate, RDSO, Lucknow

I/We \_\_\_\_\_

1. have read the various conditions to tender attached hereto and agree to abide by the said conditions;
2. agree to keep this offer open for acceptance for a period of 120 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/ our full amount of Earnest Money; and
3. offer to do the above works for Director/Computer, RDSO, Manak Nagar, Lucknow in the attached schedule and hereby bind myself/ ourselves to complete the works within the time limits specified in the conditions of the tender.
4. I/We also hereby agree to abide by the General Conditions of Contract (GCC) 2014 with all correction slips and special conditions of contract and to carry out the works according to the specifications of materials up-to-date and works laid down by the Railway for present contract.
5. declare that I/we have gone through the rates, regulations of Tender and IRS General Conditions of Contract, Special conditions, Specifications and other particulars embodied mentioned in tender document and have fully understood and agree to abide by them.
6. A sum of ₹41,600/- (₹ Forty One Thousand Six Hundreds only) is herewith forwarded towards Earnest Money Deposit in prescribed manner. The full value of the Earnest Money Deposit shall stand forfeited without prejudice to any rights or remedies in case my/our tender is accepted and if:
  - a. I/We do not execute the Contract Documents within seven days after receipt of notice issued by Railway that such documents are ready; or
  - b. I/We do not commence the work within ten days after the receipt of orders to that effect.
7. Until a formal agreement is prepared and executed, 'acceptance of this tender shall constitute binding contract between us subject to modifications as by be mutually agreed to between us and indicated in the letter of acceptance (LoA) of my/ our offer for this work.

TENDERER(S):

Tenderer(s)' address

Date:

Signature of the witnesses (with name and address)

- 1.
- 2.

## TENDER FORMS (SECOND SHEET)

### Instructions to Tenderer & General Conditions of Contract

1. Instructions to tenders and conditions of tender: The following documents form part of Tender / Contract:
  - (a) Tender forms – First Sheet and Second Sheet
  - (b) Special Conditions/Specifications (enclosed)
  - (c) Schedule of approximate quantities (enclosed)
  - (d) Standard General Conditions of Contract and Standard specifications for materials and works of - Railway as amended/corrected up to correction slips up-to-date mentioned in First Sheet of Tender Form, copies of which can be seen through  
URL:  
[http://www.indianrailways.gov.in/railwayboard/uploads/directorate/civil\\_engg/General\\_Conditions\\_of\\_Contract\\_July\\_2014\\_22\\_07\\_14.pdf](http://www.indianrailways.gov.in/railwayboard/uploads/directorate/civil_engg/General_Conditions_of_Contract_July_2014_22_07_14.pdf)  
or obtained from the office of the office of Director General, RDSO, Lucknow on payment of prescribed charges.
  - (e) Schedule of Rates as amended / corrected up to correction slip as mentioned in First Sheet of Tender sheet of tender form, copies of which be seen in the office of Director/Computer, Computer Wing, RDSO,Lucknow on payment of prescribed charges.
  - (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2. Technical Specifications for the work: The total tendered inventory for the work can be seen in the office of Director General, RDSO at any time during the office hours..
- 3.1 The tenderer shall quote his rates in commercial bid as per the Performa Schedule/s for all works in accordance with the tender requirements. The tenderer should note that TENDERS ARE LIABLE TO BE REJECTED IF NOT SUBMITTED AS PER DETAILS GIVEN IN SCHEDULE / SCHEDULES.
- 3.2 The rates tendered in for the schedule/s attached to the tender and accepted by RDSO, LUCKNOW shall form the basis for payment for works done by the contractor.
- 3.3 The rates quoted by the contractor shall take into account the difficulties and delays encountered in the course of work and nothing extra on these accounts shall be paid for.
- 3.4 No State or Central Tax will be paid separately. Any such taxes should be deemed to have been included in the rates quoted in the Tender. RDSO, LUCKNOW will not supply Road Permit. A certificate can only be given to the tenderer on demand stating that the supply will be for RDSO, LUCKNOW use. Beyond this no other liability will be borne by RDSO, LUCKNOW towards excise duty charges.
- 3.5 Should the tenderer be unable to comply with any condition/s referred to in Tender Documents, he shall mention all such proposed departure/s clearly.
- 3.6 The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the schedule.
- 4 Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his their entries must be attested by him / them.
- 5 The works are required to be completed within a period of 36 months, i.e. 3 years, from the date of

issue of acceptance letter.

- 6.1 Earnest Money: (a) The tender must be accompanied by a sum of ₹41,600 as earnest money deposited in cash or in any of the forms as mentioned in Regulations for tenders and Contracts for the guidance of the Engineers and Contractors in favour of Executive Director/Finance, RDSO, Lucknow, and payable at Lucknow failing which the tender will be summarily rejected.
- 6.2 The Tenderer(s) shall keep the offer open for a minimum period of 120 days from the date of opening of the Tender. It is understood that the tender documents has been sold/issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to Director General, RDSO, Lucknow, Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.
- 6.3 If the tender is accepted, the amount of Earnest Money will be retained and adjusted as security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- 6.5 The Earnest Money of the unsuccessful tenderer(s) will, save as hereinbefore provided, be returned to the unsuccessful tender(s) within a reasonable time but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

## 7 Performance Guarantee:

The procedure for obtaining **Performance Guarantee** is outlined below:

- (a) 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 Competent Authority 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 31<sup>st</sup> 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.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
- (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;
  - (iii) Government Securities including State Loan Bonds at 5% below the market value;
  - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be 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 Certificates:
  - (ix) Ten years Defence Deposits;
  - (x) National Defence Bonds and

- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR (free from any encumbrance) in favour of "Executive Director (Finance), R.D.S.O., Lucknow" may be accepted.

**NOTE:** The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

- (c) The Performance Guarantee shall be submitted by the successful bidder after the **Letter of Acceptance (LOA)** has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor."
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the contract period and after passing the final bill based on 'No Claim Certificate' from the contractor.
8. Rights of the Railway to deal with tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderers(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
9. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
10. If the tenderer(s) expires after the submission of his / their tender or after the acceptance of his their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
11. 1 Tender documents (not transferable) can be purchased from the office of the Director Computer on any working day between 10.00 hrs and 12.00 hrs w.e.f. 26.05.2017 onward upto 29.06.2017 on submission of written request along with Crossed Demand Draft of ₹ 3,000/- (₹Three thousand only) in favour of Executive Director (Finance), RDSO payable at Lucknow issued by any of nationalised banks of India.
- 11.2 Tender documents can be purchased in cash by depositing the requisite amount DCPM/NR/Charbagh/LKO in favour of Executive Director (Finance), RDSO, Lucknow. The necessary original money receipt can then be used for purchasing tender documents and a photocopy thereof (money receipt) should be furnished while participating in tender.
- 11.3 Alternatively, the tender document can also be downloaded from the website of RDSO i.e. [www.rdso.indianrailways.gov.in](http://www.rdso.indianrailways.gov.in). Tenderers are requested to submit cost of tender document (in case of downloaded) and requisite Earnest Money in favour of Executive Director(Finance), RDSO, Lucknow and payable at Lucknow along with tender documents, in the manner prescribed in Para 11.2. & 11.3 (whichever is applicable) above, and without which the tender is liable to be summarily rejected. Tenderers should keep their offers valid for 120 days from the date of opening of tender

- 12 Tender must be enclosed in a sealed cover, superscripted "Tender No RDSO/COMP/2.09.02/CAD Software/2015/ANSYS "Tender Offer for work of Renewal of AMC of CAD ANSYS -Software environment in favour of OEM". and must be sent by registered post to the address of Director/Computer, RDSO, Lucknow so as to reach his office not later than 12.00 Hours on 29.06.2017 or deposited in the blue coloured tender box in centralized tender room situated at RPF Thana, RDSO, Manak Nagar Lucknow not later than 14:30 hrs on the 29.06.2017. This Special box will be sealed at 14:30 hours on 29.06.2017. The tender will be opened at 15:00 Hours on the same day.
13. Noncompliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
- 14 Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through RDSO, Lucknow for carrying out the work according to General conditions of Contract, Special conditions / specifications annexed to the tender and specification for work and materials of Railway as amended/corrected up to correction slip mentioned in tender form (First Sheet).
- 15 In case of any contradiction between special condition and general condition the provision of special conditions will prevail upon general conditions to the extent of contradiction.**
- 16 **Partnership deeds, Power of Attorney Etc:** The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
- 17 The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorising him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
- 18 Employment/Partnership, etc., of Retired Railway Employees:(a) should a tenderer be a retired engineer of the Gazetted rank or any other Gazetted officer Working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways 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 retired Gazetted Officer as aforesaid, or should a tenderer being an 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 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 had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the tenderer or the Engineer or Officer, as the case may be from the President of India or any



officer, duly authorised by him in this behalf, shall be clearly stated in writing at the time of submitting the 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.

- 19 Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the Engineering or any other department of the Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in clause 62 of the General Conditions of Contract.

(Signature) (Designation)  
RDSO/Lucknow

Signature of Tenderer(s) Date.....

**RESERACH DESIGN & STANDARDS ORGANISATION  
GOVERNMENT OF INDIA: MINISTRY OF RAILWAYS  
MANAK NAGAR: LUCKNOW-226011**

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

### **1.0 Scope of Work:**

The work involves “Renewal of AMC of CAD ANSYS -Software environment in favour of OEM [ M/s ANSYS Software (India) Pvt. Ltd] through authorised Vendor M/s Tata Consultancy Ltd. for the period of three Years installed at RDSO, Manak Nagar, Lucknow as per details at Annexure –1 attached at the end of this chapter.

### **2.0 The comprehensive services include:**

- Carrying out periodic (six monthly) preventive check-ups of software and schedules for necessary regular upgrades of single licence of ANSYS-Multiphysics as per recommendations of the software vendor includes running of ANSYS Multiphysics services without any hindrance. Preventive check-up tools and performance monitoring and analysis tools will have to be used.
- Corrective maintenance including carrying out necessary patches, provision & replacement of old version as required keeping the ANSYS Multiphysics services in good & working order during the duration of the contract.
- Carrying out Backup of entire storage server at Tenderer’s cost with daily updation on **portable USB drives**.
- Guarantee of running the ANSYS Multiphysics services by Tenderer within 02 (Two) hours of working day in case of failure arise, if any. For that it includes as follows:-
  - (a) By arranging the emergency licenses of CAD Software
  - (b) An attachment of extra personal computer (to be provided by RDSO) with NAS with updated full backup by the contractor.
  - (c) Alternative arrangement by the firm with the available infrastructure of RDSO.
  - (d) For arranging of new license file for newer version, if necessary, free of cost during entire maintenance period in case of switching the server.

2.1 Annual maintenance includes running of ANSYS Multiphysics services without any hindrance, free upgraded version, patches and training as per clause no. 2.11, collaborated work with hardware contractor for trouble free ANSYS Multiphysics services including NAS Server, networking equipments & software.

2.2 The software mentioned in Annexure–I should be “UP” within 02 (Two) hours from the time of logging the fault. Decision from Computer Wing of RDSO regarding fault from hardware part or software part will be binding on Tenderer.

2.3 Only under rare circumstances, Operating System or system can be formatted for restoring the ANSYS Multiphysics license by obtaining prior permission of Computer Wing & in the presence of hardware maintenance engineer & concerned supervisor.

2.4 Tenderer will replace/find out the solution of problems of ANSYS Multiphysics on free of charge basis.

2.5 RDSO attaches utmost importance to prompt and proper services.

2.6 Future enhancement in licenses: RDSO may procure other similar equipment to enhance the systems. However AMC charges will be regulated for addition / deletion of licenses/items on pro-rata basis with

details mentioned in Page 38-40 of pdf file available through URL [http://www.indianrailways.gov.in/railwayboard/uploads/directorate/civil\\_engg/General\\_Conditions\\_of\\_Contract\\_July\\_2014\\_22\\_07\\_14.pdf](http://www.indianrailways.gov.in/railwayboard/uploads/directorate/civil_engg/General_Conditions_of_Contract_July_2014_22_07_14.pdf) under the heading of **VARIATIONS IN EXTENT OF CONTRACT.**

- 2.7 Intimation for malfunctioning of licenses: It shall be the responsibility of the tenderer to ensure that single concurrent license of ANSYS Multiphysics is in working order on every working day.
- 2.8 A register would be maintained at RDSO giving details of time/date where fault message is recorded and when nature of repairs carried out and time/date when licenses made functional/re-commissioned to the entire satisfaction of RDSO. Tenderer shall maintain a log of defects noticed explained as above and details of repairs carried out, by whom, for single license including follows as under:
  - a) No. of users logged in at particular time in hard copy
  - b) Userwise list of his logging details in electronic document,
- 2.9 The record shall be kept in RDSO and shall be got signed by officer of Computer Wing, RDSO. Tenderer will be required to maintain complete documentation on server site along with block diagram of client server architecture working as systems and the services provided by him as per instruction of RDSO's supervisor.
- 2.10 Scheduled training must be carried out at least once in six months for minimum three days to be arranged by contractor for users, mutually pre-decided between RDSO & contractor.
- 2.11 RDSO Administration shall afford access to the site for the purpose of this contract to the "TCS" s engineer, as per requirement. The work shall be supervised by the nominated official of RDSO.

**3.0 PENALTIES**

3.1 RDSO attaches a lot of importance to timely repair & to keeps up of the software. Liquidated damages on shortfall in system availability will be payable by Tenderer as per the rates indicated hereunder.

1.	Tenderer should make "UP" of any individual or whole part thereof CAD licenses, including Multiphysics license and whatsoever any other defect related, failing to which penalties will be levied against Tenderer as such under:	Time Limit = Maximum 2 (two ) hours from the time of reporting fault in complaint register	
	Defects not "UP" to 2 (two ) hours from the time of reporting fault in complaint register, if the problem is related to client machine. For server problem, it should be 24 (Twenty Four) hours.	No penalty	
	Defects not "UP" between beyond 2 hours for each hour or part thereof from the time of reporting fault in complaint register. if the problem is related to client machine. (**)	A penalty of Rs. 2000/- per hour	The downtime (**) will be cumulated in hours
	Defects not "UP" between beyond 24 hours for each hour or part thereof from the time of reporting fault in complaint register. if the problem is related to server. (**)	A penalty of Rs. 4000/- per hour	
2.	Penalty against Tenderer due to improper documentation, as per para no. 2.9 & 2.10	Rs. 500/- (Rupees Five Hundred) semester wise	

Note:

- (i) \* - “Attended” means acknowledgement of error physically by Tenderer maintenance engineer on-site.
- (ii) \*\* - Downtime will be calculated on 24 Hours format of Indian Railway Standard time table.
- (iii) Whenever any same license is provided by Tenderer against on any equivalent equipment under down due to fatal hardware error, the license will be treated as “UP”.
- (iv) Decision of RDSO regarding fault from Hardware part or Software part will be binding on Tenderer.
- (v) RDSO will have right to recover any dues against upto last bill of Tenderer, if arise during the execution of contract for any whatsoever reasons.

**4.0 PATENT RIGHTS:** Tenderer shall indemnify RDSO against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods and Services or any part thereof in RDSO’s country. If Tenderer fails to comply and RDSO is required to pay compensation to a third party resulting from such infringement, Tenderer shall be responsible for the compensation including all expenses, court costs and lawyer fees. RDSO will give notice to Tenderer of such claim within a reasonable time period.

**5.0 CONFIDENTIALITY:** Tenderer (in such capacity, the receiving party) acknowledges and agrees to maintain the confidential information (as hereafter define) provided by RDSO (in such capacity the disclosing party). The receiving party shall not disclose or disseminate the disclosing party’s confidential information to any person other than those employees, agents, contractors, sub-contractors and licensees of the receiving party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under the Contract.

**6.0 PAYMENT TERMS:** The maintenance charges will be paid half-yearly by RDSO and shall be payable at the end of every semester of six months. At the end of six months, Tenderer will verify the single licence of ANSYS Multiphysics maintained jointly with RDSO's representative and submit the bills for maintenance of single licence of ANSYS Multiphysics signed by the nominated officials of the concerned directorate. From second period of half yearly onwards Tenderer shall submit a statement of variation of licenses with respect to previous half yearly as well as with respect to first half yearly and reasons for variation of cost from previous half yearly along with the bill. Tenderer shall also submit verification sheet of licenses under maintenance jointly endorsed by Tenderer’s representative as well as the nominated official of the concerned directorate along with the RDSO supervisor. Computer Wing will send the bill, after due verification, to the finance for payment. Payment for a part of the month will be made proportionately on the basis of 30 days a month.

**7.0 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.

**8.0 Intellectual Property Rights:**

Subject to the other provisions contained in this Clause, Tenderer agrees that all deliverables hosted by Tenderer specifically for RDSO together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of RDSO provided all the payments due to Tenderer for the deliverables rendered under this contract have already been paid by RDSO to Tenderer. Nothing contained herein shall relieve either party of its Confidentiality obligations with respect to the proprietary and confidential information or material of the other party.

**9.0 Termination for Material Breach:**

In the event of a material breach of the provisions of this contract, RDSO may terminate the Contract, upon written notice to Tenderer if Tenderer fails to cure such breach within thirty (30) days following receipt of written notice from RDSO requiring the remedy. RDSO shall remain obligated to pay Tenderer any amounts due hereunder for services performed and expenses incurred under this contract to the date of termination.

**10. Tenderer's Credentials:**

10.1 The tenderer guarantees through M/s ANSYS Software India Ltd's letter No. nil dated 13/7/2015 and letter No. Nil dated 6/7/2015, for participation through its authorised vendor M/s TATA CONSULTANCY SERVICES LTD, PTI Building , 4, Parliamentary Street, New Delhi-110001

Contractor's signature  
(SEAL)

Director / Computer  
RDSO, Lucknow

Annexure-1

## **ANSYS 15.0**

### **LICENSE FILE**

**SERVER 1 : 001560a43293**  
**SERVER 2 : 001560ede5db**  
**SERVER 3 : 001560edb5fa**

### **VENDOR ANSYS**

**# Products licensed in this file:**

**# 1. ANSYS Multiphysics: 1 task(s) Permanent with TECS expiring 31-Mar-2015 Customer # 321404**

**INCREMENT ane3fl ansyslmd 2015.0331 permanent 1 4A30E704F227 \  
VENDOR\_STRING=customer:00321404 SUPERSEDE ISSUER=SIEBEL \  
ISSUED=30-may-2013 START=30-may-2013 SIGN2="0014 8139 641B \  
335C 1B21 1D6C 7F20 3700 8E33 C4BA B960 0955 5C68 316A E3CF"**

**Instruction for Downloading of tender documents from Internet & its submission**

1. The tender documents for this work can be obtained from the internet at RDSO Website [www.rdsolndianrailways.gov.in](http://www.rdsolndianrailways.gov.in) and the offers can be given on the same subject to the conditions given below which will be carefully studied by the intending tenderer(s) and offers submitted accordingly.
2. The tender documents shall be carefully downloaded from the website mentioned above and the same shall be printed carefully and arranged as per the index. The tender documents so downloaded shall be complete in all respects, which shall be the sole responsibility ofH(s), and RDSO shall not be liable for any mistake/loss or corruption of data in downloading and/or printing. The end of tender documents has been marked in bold letters as “END OF TENDER DOCUMENT” on separate page in the uploaded document, which may be checked while downloading the tender document, to ensure that the complete tender documents have been downloaded. The tenderer(s) must also compare the document as printed with the document as uploaded on the website. The tenderer(s) shall sign the undertaking given below in 10 failing which the offer given by him/them shall be summarily disqualified.
3. A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and master copy, the later shall prevail and shall be binding on tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of tender inviting authority.
4. The tenderer(s) shall print the document on good quality, white A4 size paper on any good quality printer, preferably laser or Desklet or inkjet type printer.
5. The cost of tender document as mentioned clause no. 11.3 (Page 7) shall be enclosed with the offer as a separate bank draft in the name of “EXECUTIVE DIRECTOR/FINANCE, RDSO” payable at LUCKNOW for the requisite amount as cost of tender document. The cost of tender document shall not be clubbed with the earnest money deposit. The tenders submitted without the requisite cost of tender documents in appropriate form shall be summarily disqualified.
6. The tenders shall be filled up after carefully study of the documents and the site and any clarification required may be obtained from the tender inviting authority whose address is given in the tender documents.
7. The tenderer(s) downloading the documents from internet must keep themselves updated through the website from which the tender document is downloaded regarding corrigendum, if any, to the notice inviting tender or the tender documents, which shall be uploaded in the same website and also published in newspaper. The offer received without such corrigendum published shall be liable to be rejected.
8. Any wilful changes / deletion / addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/award of tender or after award of work and the same may result in penal action including banning of further business with defaulting tenderer(s). In addition, the tenderer(s) are liable to be prosecuted for the same as per law.
9. The tenderer(s) or his authorized representative shall sign in original on each page of the downloaded tender document.
10. The following declaration should be given by the tenderer(s) while submitting the tender:

**Declaration**

- a). I/We have downloaded the tender form from the Internet site and I/We have not tampered/modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily disqualified and I/We are liable to be banned from doing business with the Railways and/or prosecuted as per laws.
- b). I/We are submitting a demand draft No. \_\_\_\_\_, dated \_\_\_\_\_ issued by \_\_\_\_\_ towards the cost of tender document.

Signature of tenderer(s)

Date

**Tender Notice No. Comp/2.09.02/2015-16/Pt –VI/CAD Software/ANSYS**

**FORM-2**

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



**FORM -3**  
**DEVIATION FROM THE TENDER PAPERS**

Clause 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

**FORM 4**  
**SCHEDULE OF PRICES**

NAME OF THE WORK: **AMC of CAD ANSYS multi-physics environment in favour of OEM (M/s ANSYS Software Pvt. Ltd)**

SNo.	Equipment's category	Qty (Col3)	Estimated Cost for 3 years inclusive of all taxes in ₹ Col 4			
	Description		Basic Cost for a period of 3 years (1)	CST@5% on Basic Cost (2)	Current Applicable Service Tax@ 15% on Basic Cost (3)	Total Cost (1+2+3)
1.	ANSYS MUTIPHYSICS	1	₹ 17,46,000	₹ 87,300	₹ 2,44,440	₹ 20,77,740

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

I/We undertake to do the work at.....% above/below the schedule of Rates of Computer Wing/Carriage Directorate/RDSO/Lucknow or at the rates quoted above for each item.

Dated .. .. .

Signature of the Tenderer(s)

## FORM 5

### TENDERER'S CREDENTIALS:

Please fill in the questionnaire below:

1. Give details of your previous experience on maintenance of similar software.
2. Have you any consultants to assist you in this work? If so, give full particulars.
3. Give details of technical personnel you would associate for execution of this contract and a brief note about their qualifications and experience.
4. Give the names of your Bankers and their reference. And full bank and account details for electronic transfer of payments with PAN No., IFSC code, Micr code of Bank, Account No. etc.

Note: This form shall be filled precisely and with full details.

**End of Tender Document**