



GOVERNMENT OF INDIA: MINISTRY OF RAILWAYS
RESEARCH DESIGNS & STANDARDS ORGANISATION
METALLURGICAL & CHEMICAL DIRECTORATE

Tender Notice No: 06/LUB/FERROGRAPHY/M&C/2015-2016

Name of work: Annual maintenance contract (Calibration, Servicing, Maintenance and Repair) of Ferrography Laboratory test system used for wear Particle debris analysis of lubricating oils (engine oil) of Lubricant section/M&C Directorate/RDSO as per technical specification, tender conditions etc.

Price Rs. 2000/- Only.

Price Rs. 2500/-Only (By Post)

**Issued by:-
Addl. Exec. Director/M&C
M&C Directorate.
RDSO, Manak Nagar,
Lucknow – 226 011**

**GOVERNMENT OF INDIA: MINISTRY OF RAILWAYS
RESEARCH DESIGNS & STANDARDS ORGANISATION
MANAK NAGR, LUCKNOW-226 011**

M&C Directorate/Lubricant Section

TENDER NOTICE NO.: 06/LUB/FERROGRAPHY/M&C/2015-2016

1. Sealed Tenders for the following work is invited which is to be opened on 05.11.2015 at 15.30 hrs in Finance & Account office, Manak Nagar, Lucknow. In case the date of opening of Tender happens to be a holiday, the tender will be opened on the next working day at specified time and place.

S. No.	Description of work	Aprox. Cost of work including taxes (in Rs)	Earnest money in(Rs.)	Completion time
1	Annual maintenance contract (Calibration, Servicing, Maintenance and Repair) of Ferrography Laboratory test system used for wear Particle debris analysis of lubricating oils (engine oil) of Lubricant section/M&C Directorate/RDSO as per technical specification, tender conditions etc.	7,10,220.00	14,210.00	Three years from the date of signing of the service contract
	Total Cost in Rs.	7,10,220.00		

2. Tender documents can be obtained from the office of the Addl. Exec. Director (M&C) on any working day between 10.00 hrs to 17.00 hrs from 05.10.2015 up to 04.11.2015 & on 05.11.2015 up to 15.00 hrs. The cost of tender Documents will be Rs 2000/- (Rupees Two Thousand only) (Non-refundable) per set, cash to be deposited with DCPM, N. Rly, Charbagh, Lucknow or 2500/- (Two Thousand Five Hundred only) per set by post. The tender document cost can also be deposited by Bank Draft of any of the Nationalized Bank/RTGS in favour of Exe. Director/Finance, RDSO, Lucknow. Department will not take any responsibility on account of delay/loss or non-delivery of Tender Sets/offers sent by post. The tender document is also available at web site www.rdso.indianrailways.gov.in which may be downloaded & can be submitted. The dully filled tender document shall reached to the office of Addl. Exec. Director (M&C) M&C Directorate, RDSO, Manak Nagar Lucknow-226011 along with demand draft or payment slip of RTGS.
3. Earnest Money shall be deposited by Bank Draft, issued by any Nationalized Bank payable to Exe. Director/Finance, RDSO, Lucknow or by RTGS.
4. Tender offer shall be submitted on or before 05.11.2015 up to 15.00 hrs to Addl. Exec. Director, M&C Directorate/RDSO, Lucknow in a sealed cover.

Dy.Director/M&C
RDSO/Lucknow

PREAMBLE TO TENDER PAPERS

1. Tender papers are not transferable

2. Description and location of the organization.

Research Design & Standards Organization is under Ministry of Railways and is situated at Manak Nagar, Lucknow - 226 011. This Organization is engaged in Research Designs & Standardization Organizational Works in various Railway Disciplines.

3. Site :-

Lubricant Section, M&C Directorate, RDSO, Manak Nagar, Lucknow-226 011

4. Scope of Work :-

As mentioned in Section (Chapter) III, Cl 3 of Tender Documents.

5. Last date for submission & opening of tenders:-

- a. The tender offer should reach to the Addl. Exec. Director/M&C, M&C Directorate, RDSO/Lucknow- 226011 on or before 05.11.2015 up to 15.00 hrs.
- b. The tender shall be submitted in a sealed cover. The sealed cover shall be placed in outer cover and the outer cover shall be addressed to Addl. Exec. Director/M&C, M&C Directorate, RDSO/LKO, 226011 with full name and address of tenderer written on the bottom left of the cover.
- c. Tenders not received in time will not be considered at all. The RDSO Administration does not take any responsibility on account of delay, loss or non-delivery of the tender documents sent by post.
- d. The tender will be opened on 05.11.2015 at 15.30 hrs. in the presence of Finance & Accounts representative.

6. Telegraphic bids will not be accepted under any circumstances.

MEMORANDUM OF TERMS, CONDITIONS & INSTRUCTIONS TO TENDERERS

1. Preamble to the tender papers, instructions to the tenderers and conditions of tendering, conditions of contract, prices and payments, specifications, drawings and forms of tenders included herein shall be read as part referred to as the "Tender Papers".

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

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

1.1 Interpretations of terms used (definition of terms).

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

- (a) "**RDSO**" shall mean the president of India or the Director General, RDSO.
- (b) "**Director General**" shall mean the officer in administrative in-charge of the RDSO.
- (c) "**Executive Director/M&C**" shall mean the officer in charge of the Lubricant Section , M&C Directorate
- (d) "**Officer**" shall mean the Director General, RDSO's representative in executing charge of the works and shall include officers of the M&C Directorate, such as, Director, Dy. Director, Asstt. Research Officer.
- (e) "**RDSO Representative**" shall mean any official appointed by RDSO.
- (f) "**Contract**" shall mean and include the preamble and General instructions, General conditions of contract, special conditions of contract. Technical specifications and other conditions specified in the tender, Advance Acceptance of tender, Acceptance of tender and formal work order / Agreement, if executed.
- (g) "**Contractor**" shall mean the successful tenderer i.e. the tenderer whose tender has been accepted either in whole or in part. It shall also mean the person, firm, company whether incorporated or not, who enters into the contract with the RDSO and shall include their executors, administrator, successors and permitted assignee.
- (h) "**Equipment**" shall mean all equipments mentioned in S.No.1 under the head "Description of work" at page No.1.
- (i) "**Contractor's Representative**" shall mean a person in supervisory capacity who shall be so declared by the contractor and who shall be authorized to receive instructions issued by the RDSO to the contractor for the works. He shall be responsible for proper execution of the works at each or all places and shall take orders from Engineer(s) and carry out the same.
- (j) "**Materials**" shall mean all equipment, components, fittings and other items required to complete or maintain the work.
- (k) "**Tenderer**" shall mean and include any person, firm or company or body corporate or others

- who submit the tender, which has been invited.
- (l) **"Work or Works"** shall mean all or any of the items of the work for which the Tenderer / Contractor has tendered / contracted according to the specification, and annexures here to annexed or to be implied there from or incidental thereto or to be hereafter specified or required in such explanatory instructions being in conformity with the original specifications, annexures and schedules and also such instructions additional to the aforementioned as may from time to time be issued by the Director General, RDSO through Executive Director/M&C, Addl. Exce. Director/M&C, Dy. Director/M&C or ARO/M&C during the progress of the contracted work.
 - (m) **"Writing"** shall mean and include all matters written, type - written or printed either in whole or in part.
 - (n) **"Schedule of Rates"** shall mean the schedule of rates as annexed to the contract agreement or as amended thereafter in the manner provided for in the contract.
 - (o) **"Site"** shall mean the lands and other places on, under, in or through which the work are to be carried out and any other lands or places provided by the RDSO for the purpose of the contract.
 - (p) **"Months"** shall mean calendar months as per British Calendar.
 - (q) **"Administration"** shall mean the RDSO, Manak Nagar, Lucknow-226011.
 - (r) Words imparting the singular number shall also include the plural and vice-versa where the context required.
 - (s) The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation of construction / maintenance or the contract.
 - (t) A copy of the tender papers shall be submitted duly signed in ink by the tenderer, on each and every page, in token of his having studied the tender papers carefully.

1.2 Clarifications

Clarifications required by the tenderers may be obtained from Addl. Exec. Director /M&C, RDSO, Lucknow – 226011

- 1.3 A copy of the tender papers shall be submitted duly signed in ink by the tenderer, on each and every page, in token of his having studied the tender papers carefully.

1.4 Prices.

The prices to be paid for shall be in accordance with accepted schedule of prices or rates.

1.5 Tools / instruments.

Tools, instruments and gauges required for calibration and maintenance will be provided by the contractor at his cost.

1.6 Specifications.

The Technical Specifications for works is contained in chapter- III of the tender documents.

1.7 Schedule of Works:

All works under this contract shall strictly follow the schedule of work or as have been set out in Para 4 of the preamble of the tender papers.

1.8 Signing of Tender

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

- (i) As sole proprietor of the concern or his Attorney, or
- (ii) As a partner or partners of the firm, or
- (iii) For the firm per procreation, or
- (iv) As a Director, Manager Secretary in the case of a Limited Company duly authorized by a resolution passed by the Board of Directors, in pursuance of the authority conferred by Memorandum of Association.

1.9 The case of firm not registered under the Indian partnership Act, all the partners or the Attorney duly authorized by all of them should sign the tender and all other connected documents.

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

1.10.1 The RDSO 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, such power of Attorney and changes shall be acceptable by the Administration after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

1.11 Tenderer 's address

Every tenderer shall state in the tender his postal address fully and clearly.

1.12 Eraser or Alteration

No eraser or alteration in the text of the tender paper is permitted and any such eraser and / or alteration / overwriting will either be disregarded or render the whole tender void at the option of the Administration. Any correction made in rates for work shall be initialed by the tenderer in ink and dated.

1.13 Result of Tender

The successful tenderers will be advised by letter. No tender shall be deemed to have been accepted unless such acceptance shall have been notified in writing to the successful tenderer by the Administration.

1.14 Administration not bound to accept any tender

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

1.15 **Tenderer and Agreement**

The tenderer shall keep the offer in response to the invitation of tender, that the tender is open for acceptance either in part or in full or as may be modified by negotiation, by the Administration for a period of ninety days from the date of which tenders are opened, during which period and tenderer shall not withdraw or restrict his offer nor amend, impair or derogate therefrom.

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

1.16 **Tenders Confidential**

The tenderers (Whether his tender be accepted or not) shall treat the contents of his tender as private and confidential. He shall also treat the prices quoted by him as strictly confidential till the tenders are opened.

1.17 **Tenderers Credentials**

The tenderer shall provide satisfactory evidence acceptable to RDSO that:-

- a) The Tenderer is an experienced and established agency who regularly undertakes the calibration and comprehensive maintenance of Ferrography Laboratory test system for wear Particle analysis 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 works.
- b) The Tenderer has adequate financial stability and status to meet the obligations under the contract for which he is required to submit documentary evidence or copy of pan card.
- c) The Tenderer has established organization to ensure that there is adequate quality control at all stages of maintenance and calibration of Ferrography Laboratory test system for wear Particle debris analysis of used lubricating oil (engine oil).
- d) The Tenderer has adequate equipment, plant & machinery to undertake the work offered to him.
- e) The Tenderer would in respect of all materials be falling within the scope of supply as detailed in technical specification and procure only from proven and established manufacturers, tenderer will be required to obtain specific approval to M&C Directorate for the type, make and specification of each material proposed to be utilized in the execution of work.
- f) The Tenderer has adequate field service organization to provide necessary field management services for comprehensive maintenance and calibration of such equipments.
- g) The tenderer should submit sufficient evidence in regard to have undertaken comprehensive maintenance and calibration works of similar nature, working successfully for the last three years. The tenderer shall furnish the names and addresses of such departments/organization.

1.17.1 In addition to above, further information regarding his credentials or the credentials of his associates shall, if required by the RDSO, be given by the tenderer.

1.17.2 The RDSO attaches utmost importance to realistic & timely attending/maintenance of Ferrography Laboratory test system for wear Particle debris analysis. The basic consideration & essence of the contract shall be strict adherence to stipulated time frame.

1.18 NO CLAIM FOR REJECTION OF TENDER

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

1.18.1 Acceptance of tender will be communicated by fax/E-mail/speed post and a formal letter of acceptance of tender. When acceptance is communicated through Fax/E-mail/speed post, the formal letter of acceptance will be sent to the tenderer as soon as possible, but the Fax/E-mail/speed post be deemed to conclude the contract.

1.18.2 The successful tenderer shall be required to execute an agreement as necessary with President of India acting through Executive Director/M&C or Addl. Exec. Director /M&C, RDSO as the case may be for carrying out the works as per agreed conditions.

Contractor's Signature
(Seal)

Dy. Director/M&C
M&C Directorate/RDSO, Lucknow

CHAPTER - I

GENERAL INSTRUCTIONS TO THE TENDERERS

01. The tender is not transferable.
02. The intending tenderers are advised to study the General Conditions of Contract Regulations and Instructions for tenderers and standard forms of contract (1999) as corrected time to time and as mentioned in the special conditions attached and make themselves conversant with their contents, as these shall govern this contract and shall form an integral part thereof, save and except where these are repugnant to the terms and conditions which may be had on payment from the office of the Chief Engineer, Northern Railway, Baroda House, New Delhi.
03. The schedule of rates and quantities should be carefully and properly filled in. All rates should be mentioned in words as well as in figures, Erasures and alterations in the tender papers must be avoided. If any corrections are necessary these should be a 'pen through' and all such alterations must be attested by the full signatures of the tenderers and dates. Additional conditions or stipulations, if any, must be made in the covering letter of the tender. It should be noted that the R.D.S.O. reserves the right not to consider conditional tender/tenders and to reject the same without assigning any reason.
04. All fluctuations in the rate of labour, materials and general commodities and other possibilities of each and every kind should be considered before quoting the rates and no claim due to any cause, whatsoever, on this account will be entertained. Sales Tax, Octroi, loyalty or any other taxes levied or levy-able by the Central or State Government or local bodies shall be born by the tenderer which should be kept in view before tendering. No taxes on contractors labour or material will be paid by the RDSO Administration.
05. (a) If the tenderer be a firm, all partners of the firm shall sign the tender documents. If the tenderer be a Company the tender documents shall be annexed with the seal of the Company and signed by such person/persons as may be authorized by the Articles of association of the company and for a resolution of board of Directors thereof to sign for the Company and duly tested copy of the same shall be sent with the tender. In any case the tenderer shall disclose his Constitution and attested copies of all the necessary relevant legal documents in support thereof shall be submitted with the tender and the originals thereof produced as and when called for.

(b) The cancellation of any documents such as, power of Attorney partnership, Deed etc. shall forthwith be communicated by the contractors to the RDSO Administration in writing failing which the RDSO Administration shall have no responsibility for any action taken on the strength of the said documents.
06. The tenderers should note that even in the event of non-submission of Income Tax Clearance Certificate (ITCC) his/their tender may be accepted with the condition that no payment shall be made to him/them for the work done under this contract nor he/they shall make any claim for any such payment until and unless any valid ITCC is produced.
07. **Earnest Money**
 - (a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be 2% of the estimated tender value as indicated in the Tender Notice. The earnest money shall be rounded to the nearest Rs. 10. The earnest money shall be applicable for all modes of tendering.

- (b) The Earnest Money should be in cash or any of the following firms:-
- (i) Deposit receipts, pay orders, demand drafts. These forms of earnest money could be either of the State Bank of India or any of the nationalized banks. No confirmatory advice from the Reserve Bank of India will be necessary.
 - (ii) Deposit receipts executed by the Scheduled Bank (other than the State Bank of India and the Nationalized Banks) approved by the Reserve Bank of India for this purpose. The Railways will not, however, accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India.

08. **Security Deposit:**

The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor the Railway may retain any amount due for payment to the Contractor on pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

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

- (a) Security Deposit for each work should be 5% of the contract value,
- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered,
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD, etc shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract.

09. **Performance Guarantee (P.G)**

- a) The successful bidder should give a performance Guarantee in the form of an irrevocable bank guarantee amounting to the 5% of the contract value.
- b) The Performance Guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and should be valid up to expiry of the maintenance period plus sixty days. The agreement should normally be signed within 15(fifteen) days after the issue of Letter of Acceptance (LOA) and Performance Guarantee should also be submitted within this time limit.
- c) Performance Guarantee shall be released after satisfactory completion of the work and maintenance period over plus sixty days. The procedure for releasing should be same as for security Deposit.
- d) Whenever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be encashed and balance work should be got done separately.
- e) The balance work shall be got done independently without risk and cost of the original contractor.
- f) The original contractor shall be debarred from participating in the tender for executing the \ balance work. If the failed contractor is a JV or a partnership firm, then every member/ partner of such firm would be debarred from the participating in the tender for balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

The successful bidder should give Performance Guarantee amounting to 5% of the contract value in any of the following forms:-

- (i) A deposit Cash
 - (ii) Irrevocable Bank Guarantee,
 - (iii) Government Securities including State Loan Bonds at 5 percent 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 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 Bonds;
 - (x) National Defence Bonds; and
 - (xi) Unit Trust Certificate at 5 per cent below market value or at the face value whichever is less.
- Also FDR in favour of FA&CAO/C, (free from any encumbrance) may be accepted.

10 Arbitration:

- 10.1 In the event of any question, dispute of difference arising under these conditions or any special conditions of contract, or Instructions to Tenderers or in connection with this contract (except as to any matters the decision of which specifically provided for by these conditions or instructions to Tenderers or the special conditions) the same shall be referred to the sole arbitration of a Gazette Railway Officer appointed to be the Arbitrator, by the Director General, Research Designs & Standards Organization, Lucknow, U.P. India. The Gazetted Railway Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as Railway servants had expressed views on all or any of the matters under dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.
- 10.2 In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court (at Lucknow) for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.
- 10.3 It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- 10.4 The Arbitrator may from time-to-time with the consent of all the parties to the contract enlarge the time for making the award.
- 10.5 Upon every and any such reference the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
- 10.6 Subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 10.7 The venue of arbitration shall be the place (Lucknow) from which the Acceptance of Tender is issued or such other place as the Arbitrator at his discretion may determine.
- 10.8 In this clause the authority to appoint the Arbitrator includes, if there be no such authority, the

officer who is for the time being discharging the functions of that authority whether in addition to other functions or otherwise.

11. Force Majeure:

In the event of any unforeseen event directly interfering with the work arising during the currency of the contract, such as war, hostilities, act of the public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of God, the Tenderers shall, within a week from the commencement thereof; notify the same in writing to RDSO with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the RDSO shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days notice to the Tenderer 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.

12. Tender documents duly enclosed in sealed cover clearly writing the name of work and tender notice No. shall be submitted to this office on or before the specified date and time of opening. Tenders will be opened as per the schedule, in the presence of accounts representative of RDSO. In case for any reason the office is closed on the date on which the tender scheduled to be opened as mentioned herein, these will be opened at the same time on the next working day and all the clauses will hold good for the date as well as mutatis mutandis.
13. If the tenderer/tenderers deliberately give/gives wrong information in his/their tender or create/creates circumstances by wrongful manipulations for the acceptance of his/their tender, the RDSO Administration reserves the right to reject such tender at any stage.
14. If the tenderer expires after the acceptance of his tender, the Railway shall deem such tender or contract as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender or contract as cancelled unless the firm retains its character.
15. The authority of the acceptance of the tender will rest with the Executive Director/ M&C or Addl. Exec. Director/M&C, RDSO, Lucknow-226 011, who does not bind himself to accept the lowest or any other tender or to assign reasons for declining to consider any particular tender or tenderer.
16. Agreement: The successful tenderer/tenderers shall be required to execute an agreement with the President of India, acting through the Executive Director/ M&C or Addl. Exec. Director /M&C, RDSO, Manak Nagar, Lucknow-226 011, for carrying out the work according to General Conditions of Contract (1999) including these special instructions and special conditions of contract and as per specifications attached.
17. Should a tenderer be a retired Engineer of the Gazetted rank or any Gazetted Officer working before the retirement, whether in executive or administrative capacity or whether holding a pensionable post or not in the RDSO Department or any of the Railway owned and administered by the President of India for the time being or should a tenderer being partnership firm have as one of its partners a retired Engineer or a retired Gazetted Officer as aforesaid or should a tenderer being incorporated Company have any such retired Engineer or retired officer as one of its Directors or should a tenderer have in his employment any retired Engineer or any retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer have not yet retired from Government service, at least two years prior to the date of submission of the tender, as to whether permission for taking such contract or if the contractor be a partnership from any incorporated Company to become a partner or Director has been obtained by the tenderer or the Engineer or the officer as the case may be from the President of India or any officer duly authorized by him in this

behalf shall be clearly stated in writing at the time of submitting his tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer as the case may be, shall be rejected.

18. Should a tenderer or contractor being an individual on the list of approved contractor have a relative employed in Gazetted capacity, in RDSO or in case of a partnership firm or Company incorporated under the Indian Company Law, should a partner or a relative of the partner or a shareholder or a relative of a share holder be employed in Gazetted capacity in RDSO the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender may be rejected, or if in accordance with the provision in Clause 62 of the General Conditions of the Contract.
19. The tenderer shall submit an analysis of his/their tendered rates to the Addl. Exec. Dir. /M&C, if called to do so.
20. The tenderer shall not increase his/their quoted rates in case the Railway Administration negotiates for reduction on rates and the negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the contractor/s labour also.
21. In case of any dispute that arises concerning contract agreement or the tender, the decision of the RDSO Administration, (Executive Director/ M&C) shall be final and binding upon the Contractors. The Contractors and his men would abide by the lawful instructions conveyed to him by RDSO Administration or its supervisory officials.
22. The tenderers must furnish details of similar contracts recently executed or being executed by them. They would also certify that the works had been or are being executed satisfactorily by them. In case, any of their contracts had been terminated or they were otherwise penalized while executing the Contracts, brief details should be provided.
23. Any discrepancy noticed during the execution of the work in the working rates, quantity and unit etc. would be rectified by reference to the printed schedule which shall be stressed as authoritative and binding on the Contractor. The relevant notes applicable to the respective chapters will apply to the items of the tender schedule and shall be considered as having been incorporated in the agreement and binding on the contractor.
24. Non-compliance of any of the condition set forth herein is liable to result in the tender being rejected.
25. The Railway reserves the right to accept tender in part as per Clause 17 of the "Regulations and Instructions for tenderer and Standard forms of Contract 1971" provided the tenderers has not imposed any condition for acceptance or rejection of the tender in its entirety.

Contractor's Signatures
(Seal)

Dy. Director/M&C
M&C Directorate RDSO, Lucknow

CHAPTER – II

PRICES AND PAYMENTS

2 The terms and conditions of payment of the work to be executed under this contract shall be as follows :-

2.1 SALES TAX

2.1.1 No sales tax will be paid separately by the RDSO on raw/finished materials, components, etc. to be used by the contractor for execution of this contract. Being a comprehensive annual maintenance service contract, this work shall not attract sales tax under extant law. RDSO will not also be responsible for any payment of sales tax paid by the contractor under misapprehension of law. The prices shall be inclusive of the sales tax for signing of the contract extending sales tax liability even to works contract.

2.1.2 The rates given in the schedule of rates shall include all taxes, cost of all labour, materials including tools and plants required for proper execution of the work by the contractor.

2.2 EXCISE DUTY

2.2.1 No payment shall be made by RDSO to the contractor separately as re-imburement of Excise Duty, if any, on components and raw materials used in the execution of the work forming part of this contract. Should any Excise Duty be leviable on the finished product(s) supplied, the same shall be borne by the contractor.

2.3 CUSTOM DUTY

2.3.1 If the contractor requires to import some parts required for the comprehensive maintenance payments towards custom duty, wharfage, demurrage etc. and the botheration of getting the item released from the Airport shall lie with the sole responsibility of contractor. Release of foreign exchange if any will also have to be managed by the contractor and RDSO will not be involved in these activities at all.

2.4 FIRM PRICES

2.4.1 Tenderer shall quote rates for the total bill of calibration and service contract inclusive of service tax if any both in figures and words. No extra claim shall be claimed due to fluctuation of market rates or any increase or face imposition of levies /duties for completion of the work.

2.4.2 Any spare parts required for replacement shall be provided by the contractor and the cost will be borne by RDSO.

2.5 **PAYMENTS**

2.5.1 The payment for the service ,maintenance, Repair & calibration charges and for half yearly servicing charges will be made after completion of the work for each successive year on submission of bill by the tenderer to M&C Directorate as per terms and conditions after successful calibration and servicing of the equipment subject to production of valid ITCC.

2.6 **OVER PAYMENT TO CONTRACTOR**

2.6.1 No "On Account" payment by the Railway shall protect the contractor against or prevent Railway from recovering from the contractor any over payment made to him.

2.6.2 The payment of service tax @ 14.00% or as applicable at the time of processing as per government rules for repair and maintenance services will be borne by RDSO if leviable. Proof of payment of service tax relating to previous payment should be submitted to RDSO before the next payment. It should also be made available whenever demanded.

Contractor's Signatures
(Seal)

Dy. Director/M&C
M&C Directorate RDSO, Lucknow

CHAPTER - III

TECHNICAL SPECIFICATION AND SPECIAL TERMS AND CONDITION OF THE CONTRACT

3.1.0 SCOPE OF WORK

- 3.1.1. The contractor must get acquainted with the function and working of the equipment used for wear debris analysis of engine oil. The programmes for execution of the work shall be drawn by the contractor/his engineer in consultation with Addl. Exec. Director/ M&C or his authorized representative.
- 3.1.2 The job shall be done in a diligent manner without causing any damage to the RDSO property. Any loss/damage suffered to the existing system or its allied equipments/controls due to negligence on the part of contractors shall have to be made good to entire satisfaction of RDSO.
- 3.1.3 Tenderer shall quote rates for the total bill of calibration and service contract both in figure and words. No extra claim shall be made due to fluctuation of market rates for completion of the work.
- 3.1.4 The contractor shall employ one qualified representative with proper and adequate authorization to deal with RDSO, whose name shall have to be communicated in writing to RDSO and approved by him to supervise the calibration and service contract work. Any written order or instructions given by the representative shall be deemed to have been given to the contractor.
- 3.1.5 The whole of the work included in the contract shall executed by the contractor who shall not directly or indirectly transfer, assign or sublet the contract or any part thereof. No undertaking shall relieve the contractor from the full responsibility of the contract.
- 3.1.6 List of works for service, Maintenance and repair contract are given as under-
1. Checking of the Ferrography Laboratory Test System consist of Direct Reading Ferrograph DR-V, Dual Slide Ferrogram maker FM IIIe, Optical Microscope (Ferroscope), Hot Air Oven, Desktop Computer including Operating Software.
 2. Repairs and adjustments of the all parts of Ferrography Laboratory Test System that need arise from normal usage, wear and tear.
 3. Complete check of the Ferrography Laboratory Test System alignment.
 4. Calibration of instruments periodically.
 5. Checking PC and software used for its proper functioning.
 6. Installation of software used in PC, if required.
 7. Registration of software, if required.

3.1.7 Payment to Contractor :

No "On Account" payment by the Railway shall protect the contractor against or prevent Railway from recovering from the contractor any over payment made to him.

- 3.1.8 Payment to the contractor will be made through ECS or by cheque for which name of bank and account number shall be indicated by tenderer in his bill.
- 3.1.9 The contractor shall make a separate estimate, other than contract if any part (s) requires repair/replacement during servicing of the machine.

3.1.10 The annual service contract should cover two preventative maintenance calls and one breakdown call during the contract period of each year, for which time schedule should be indicated by the firm, covering calibration & certification, during each year of the contract.

3.1.11 The agreement shall remain in force for three years from signing of contract agreement as per terms and conditions.

3.1.12 It shall be open to either party to terminate the agreement during its currency, by giving three months' notice to the other party in writing.

3.2 Default Delays & Penalties:

- a) In case the contractor does not attend the equipments at the specified scheduled time for preventive maintenance, a penalty of Rs. 50/- per day may be recovered from the contractor's payment.
- b) In case the contractor does not attend the equipments within 15 days for break down calls, a penalty of Rs. 100/- per day may be recoverable from the contractor's payment.
- c) The imposition of penalty charges is at the discretion of ED/M&C.

Contractor's Signatures
(Seal)

Dy. Director/M&C
M&C Directorate RDSO, Lucknow

Schedule of work

PART-A

S.No.	Particulars of work	RATE for 03 years	
1	Annual maintenance contract (Calibration, Servicing, Maintenance and Repair) of Ferrography Laboratory test system used for wear Particle debris analysis of lubricating oils (engine oil) of Lubricant section/ M&C Directorate/ RDSO as per technical specification, tender conditions etc.	1 st year	2,02,920.00
		2 nd year	2,43,504.00
		3 rd year	2,63,796.00

Remarks if any-

Contractor's Signatures
(Seal)

Dy. Director/M&C
M&C Directorate RDSO, Lucknow