



दक्षिण पूर्व रेलवे
SOUTH EASTERN RAILWAY
निविदा प्रपत्र
TENDER PAPER

Tender Notice No:- NIT-03(TR-D)/RNC(SCADA)/09

Dated 10.06.09

Name of work : Annual Maintenance Contract (AMC) of PC Based SCADA System in RCC at Hatia DRM building for TWO years.

Date of receipt of tender : 20.07.09 to 15.00 Hrs of 24.07.09

Date & time of closing the tender : On 24.07.09 at 15.00 Hrs

Date & time of opening : On 24.07.07 at 15.30 Hrs or later.

Cost of tender paper : Rs.3000/- (Rupees Three thousand only)

Completion period : **24 (Twenty four)** Months.

BOOK NO: _____ M.R.No: _____ Dt _____

Issued to:-

M/s _____

Issued by:-

DRM(EL-TRD)/RNC
S.E.Railway, Ranchi.

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DRM (EL-TRD)/RNC
S. E. Railway, Ranchi.

दक्षिण.पूर्व रेलवे।
S.E.Railway

कार्यालय/Office of the
मंडल विद्युत अभि.(क.वि.)/ रॉची
DEE (Tr-D) /RNC
दिनांक Dated 10.06.09

No:- NIT-3(TR-D)/RNC(SCADA)/09

खुली निविदा आमंत्रण सूचना
NOTICE INVITING OPEN TENDER

Divisional Railway Manager (Tr-D), South Eastern Railway, Ranchi for & on behalf of President of India, invites sealed open tenders from the experienced, bonafied, reliable having sound financial capabilities for successful execution of the works mentioned below in the prescribed tender document obtainable from the office of Divisional Railway Manager (Tr-D), South Eastern Railway, P.O: Hatia Railway colony Hatia, Jharkhand, PIN- 834003.

Sl. No	कार्य का नाम Name of work	Annual Maintenance Contract (AMC) of PC Based SCADA System in RCC at Hatia DRM building for TWO years.
1	Est. cost	Rs.31,58,745/- only (Rupees Thirty one lacs fifty eight thousand seven hundred forty five only).
2	Earnest money	Rs.63,180/- only. (Rupees Sixty three thousand one hundred eighty only).
3	AMC period	24 (Twenty four) Months.
4	Cost of tender document	Rs.3000/- only (Rupees Three thousand only).
5	Eligibility criteria	1) The tenderer should be Original Equipment Manufacturers; Sources approved by RDSO or CEE/S.E. Railways and should have sufficient experience in maintenance and operation of SCADA system of Railway. They should have trained Engineers and staff for maintaining the system. 2) The tenderer should have completed in last three financial years (i.e. current year & three previous financial years) at least ONE similar single work for a minimum value of 35% of advertised tender value. 3) Total contract amount received during the last three financial years and in the current financial year should be a minimum of 150% of advertised tender value. All attestation of such documents should be done not below the rank of Gazetted Officers of Central/State Govt. The Officer not below the rank of Executive Engineer or equivalent of the employer/client should sign such document.
OTHER INFORMATION:		
6	Place of sale of tender document	Office of the Divisional Railway Manager (Tr-D), South Eastern Railway, P.O: Hatia Railway colony, Ranchi, Jharkhand. PIN- 834003.
7	Place of receipt of tender	Office of the Divisional Railway Manager (Tr-D), South Eastern Railway, P.O: Hatia Railway colony, Ranchi, Jharkhand. PIN- 834003.
8	Date & time of sale of tender document	From 25.06.09 to 12.00 Hrs of 24.07.09
9	Date & time of receipt	From 20.07.09 to 15.00 Hrs of 24.07.09
10	Closing of tender	On 24.07.09 at 15.00 Hrs.

11	Date, time & opening tender	On 24.07.09 at 15.30 Hrs
12	Place of opening tender	Office of the Divisional Railway Manager (Tr-D), South Eastern Railway, P.O: Hatia Railway colony Hatia, Jharkhand PIN- 834003.
13	The tenderers should submit the paper cutting of the advertisement as a token of having read the tender notice carefully and understood well.	
14	No tender document will be sold after 12.00 hrs. of 24.07.09	
15	The tender document is not transferable.	
16	No demand of tender documents by post will be accepted.	
17	The detail terms & conditions of the tender are available in the tender document.	
18	In case the date of opening is declared a holiday, the tender will be opened on the next working day at the same place & time.	
19	The sealed tender should be dropped into the sealed tender box provided in the office of DRM (Tr-d), S.E.Railway, Ranchi P.O.Hatia Railway colony, PIN: 834003. JHARKHAND from 20.07.09 to 15.00 Hrs of 24.07.09 on all working days.	
20	The tender should be on the prescribed document only, obtainable from the office of DRM(Tr-D), S.E.Railway, Ranchi P.O.Hatia Railway colony, PIN: 834003, JHARKHAND <u>from 25.06.09 to 12.00 Hrs of 24.07.09</u> on any working day on production of deposit receipt for a sum of Rs.3000/- only (Rupees Three thousand only) towards the cost of tender document issued by Chief Cashier, S.E.Railway, Garden Reach, Kolkata-43, Divisional Cashier, S.E.Railway, Ranchi or any Station Manager of S.E.Railway. In no circumstances the cost of tender document will be refunded. The tender cost is creditable to Z-650.	
21	The Railway authority reserves the right for partial modification or cancellation of the tender without any prior intimation to the tenderer.	
22	The tender(s) not accompanied with the Earnest money shall be summarily rejected.	
23	The tender document is also available in the Divisional website: www.serranchi.org The tenderers can down load the tender document from the website from 25.06.09 to 12.00 Hrs of 24.07.09 as well as from the NICs website. The tender form downloaded from the website should be accompanied with the cost of tender form for Rs.3000/- only for (Rupees Three thousand only) in the shape of DD from any Nationalized Banks drawn in favor of FA&CAO/SER/GRC which is not refundable. <u>The tender not accompanied with the cost of tender form shall not be considered.</u> The cost of the tender document & Earnest Money should be deposited separately and should not be clubbed together.	

(अलोक रंजन दास)
 मंडल रेल प्रबंधक (क.वि.)
 दक्षिण पूर्व रेलवे, राँची
 Divisional Railway Manager (Tr-D)
 South Eastern Railway, Ranchi.
 (For & on behalf of President of India.)

INSTRUCTIONS TO TENDERERS

1. Divisional Railway Manager (Tr-D), South Eastern Railway, Ranchi for & on behalf of President of India, invites sealed open tenders from the experienced, bonafied, reliable having sound financial capabilities including those registered with any Govt. department or public under taking for successful execution of the works mentioned below in the prescribed tender document obtainable from the office of Divisional Railway Manager (Tr-D), South Eastern Railway, P.O: Hatia Railway colony, Jharkhand, PIN- 834003.

Name of the work	AMC period	Basic value
Annual Maintenance Contract (AMC) of PC Based SCADA System in RCC at Hatia DRM building for TWO years.	24 months	Rs.31,58,745/-
Rupees Thirty one lacs fifty eight thousand seven hundred forty five only.		

2. **INSTRUCTIONS TO TENDERERS:-**

- 2.1 The tender should be in the prescribed form obtainable on written request to Divisional Railway Manager (Electrical/ TRD), S.E.Railway, Ranchi, P.O.Hatia, Dist-Ranchi, Jharkhand **from 25.06.09 to 12.00 hrs of 24.07.09** in any office working day on production of the deposit receipt for a sum of **Rs.3000/- only (Rupees Three thousand only)** towards the cost of tender form issued by the Divl. Cashier S.E.Railway/Ranchi, Chief Cashier/ S.E.Railway/ Garden Reach/Kolkata-700043. or any Station master of S.E.Railway. In no circumstances the cost of tender form will be refunded.

- 2.2 The tender form is not transferable.

- 2.3 The Tenderer should submit along with his tender the Paper cutting of the Advertisement.

2.4 **EARNEST MONEY:-**

The Tender should be accompanied by an Earnest Money amounting to **Rs.63,180/- only (Rupees Sixty three thousand one hundred and eighty only)** in the manner specified here under:

Deposit receipt hypothecated to FA&CAO/GRC or Demand draft drawn in favor of FA & CAO/S.E.Rly /GRC from State bank of India or from any Nationalized Banks.

The EMD submitted in the form other than specified above will not be accepted. The Earnest Money as specified is to be submitted in full as initial security.

Govt. Securities, Stock certificate, Bearer bond, Promissory Notes, Cash Certificates, Bank Guarantee etc. will not be accepted.

The tenderer should hold the offer for a period of 90 days from the date fixed for opening the same. It being understood that the tender documents have been sold/issued to the tenderer and tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting the tender he will not resile from his offer or modify the terms and Conditions thereof in a manner not acceptable to Divl. Railway Manager/(Tr-D), S.E.Railway, Ranchi. Should the tenderer fails to observe or comply with the foregoing stipulations; the aforesaid EMD amount for **Rs.63,180/-** only shall liable to be forfeited to the Railway.

- 2.5 Tender submitted without earnest money will be summarily rejected.

- 2.6 The Tender is to be deposited on any working day in the box available in the office of the Divisional Railway Manager (Electrical (TRD), S.E.Railway, Ranchi, P.O.Hatia, Dist-Ranchi indicating tender notice No. and name of the work **from 20.07.09 to 15.00 hrs. of**

24.07.09. The tender will be closed **at 15.00 hrs on 24.07.09.** The tender will be opened **on 24.07.09 at 15.30 hrs** in the office of the Divisional Railway Manager (Electrical/ TRD), S.E.Railway, Ranchi, P.O.Hatia, Dist-Ranchi, Jharkhand in presence of the tenderers or their authorized representative. The tenderer should submit their identity or representative should present their authorization to witness the opening. In case the day of opening the tender is declared a holiday, the tender will be opened on the next working day at the same time & place.

- 2.7. The tender received after the date and time specified above will not be considered.
- 2.8. Railway administration reserves the right for partial modification or cancellation the tender without any prior information to the tenderers.
- 2.9. General conditions of contract and special conditions of contract shall apply.
- 2.10 Tender containing over writing, addition, alteration, erasures and other discrepancies may not be considered. The tenderer(s) should properly attest all correction in ink made by them.
- 2.11 The tenderer(s) shall sign on each & every page of tender documents as a token of having read the tender document carefully and submit all of them.
- 2.12. Tenderer(s) should specify and fully disclose in his/their respective tender, their respective constitutions and submit attested Photostat copies of documents like partnership deed, Articles and Memorandum of Association, Certificate of incorporation etc, if any in support of disclosures. If tenderer(s) is/are a firm i.e. partnership business, it should be stated whether the same is registered under the Indian Partnership Act, and the name and address of all the partner of the firm should be fully disclosed. He/They shall submit the partnership deed/any other appropriate documents if any to prove about the joint venture with any other part having such machinery base of queries etc. along with the tender offer and the details of document regarding the joint venture all the dates back before the date of opening of tender. The Railway administration shall always have a liberty to demand production of the original of said documents and also to make such further and other enquiry regarding the constitution of the tenderer(s) as may be considered necessary.
- Before submitting, the tenderer(s) will be deemed to have satisfied himself/ themselves by Inspection of site and locality of the works all conditions likely to be encountered during the execution of the works. It is understood that Tenderer(s) have taken into account all factors and rate he/they enter /enters in the tender form or adequate and all-inclusive, to accord with the provision in Clause-37 of the GCC 2001.
- 2.13 The tenderer(s) whose tender is accepted shall appear at the office of the DRM (Tr-D) in person, in case of a firm or corporation, or a duly authorized Representative thereof to execute the contract document within seven days after notice that the contract has been awarded to him/them. Failure to do so shall constituted breach of the Agreements Effected by the acceptance of the tender in which case the earnest money accompanied with the tender shall be forfeited by the Railway as liquidated damages for such fault.
- 2.14 The tender document will be also available in the Divisional website: www.serranchi.org and NICs website from the date of sale. The tender form downloaded from the website should be accompanied with the cost of tender form in the shape of DD for **Rs.3000 /- only (Rupees Three thousand only)** from any Nationalized Banks drawn in favour of FA & CAO/SER/GRC which is not refundable. The tender not accompanied with the cost of tender form shall not be considered. The cost of the tender document & Earnest Money should be deposited separately and should not be clubbed together.

2.15 RATES;

The tenderer(s) should quote single point offer in percentage At par/Below/above the Departmental value in the tender offer sheet at annexure-H. The offer should be quoted both in figures and words. In case of any difference is there between figures and words, the rate quoted in words will be taken as correct.

CONDITIONAL OFFERS AND REBATES WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.

The tenderer(s) desiring to give any information can do so separately in his/their letterhead. IN NO CASE THE TENDER DOCUMENT SHOULD BE TEMPERED.

2.16 CLARIFICATION:

Any clarification required by the tenderer may be obtained from the office of the Divl. Railway Manager (Tr-D), S.E.Railway, Ranchi, Jharkhand on any working day.

- 2.17 The tenderer should submit along with his tender the list of personnel, Organization available on hand and proposed to be engaged for the subject work.
- 2.18 List of Plant & Machinery available on hand and proposed to be inducted (own hired to be given separately for the subject work.
- 2.19 List of works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of the work, Date of actual start, actual completion and final value of contract should also be given with supportive documents/certificates from the organizations with whom they worked/are working should be enclosed. No certificate will be accepted from private individual for whom such works are executed /being executed.
- 2.20 List of works on hand indicating description of work contract value, approximate value of balance work yet to be done and date of award with supportive documents/ certificates from the organizations with whom they are working should be enclosed. No certificate will be accepted from private individual for whom such works are being executed.

Divl. Railway Manager (Electrical TR-D)
S.E.Railway/Ranchi.
For and on behalf of President of India.

Signature of tenderer

DRM (EL-TRD)/RNC

SPECIAL CONDITION

1. **AMC PERIOD:** The period for Annual Maintenance Cataract is for 24 (Twenty four) months from the date of issue of letter of acceptance.
2. The rates in schedule are all inclusive of all taxes, duties, freight, transport, loading/ un-loading handling of materials, lifting, descent, insurance coverage, bankers charges, indemnity bonds, stamp, all incidental charges etc. No price variation clause is applicable on of any reason.
3. General Condition of Contract and specification for materials form the part of the contract unless otherwise mentioned separately.
4. The genesis of entering into the maintenance contract for SCADA is to ensure 100% reliability of all the associated equipment to ensure correct switching operations of all different power supply equipments in the field, feedback of operation performed, correct value of measurands received etc. However 100% reliability of minimum configuration comprising main/stand by server/host or communication processor or OWS or UPS. Penalty as per the GCC will be imposed. In order to safe execution of the work the additional penalty clause will be imposed for improper execution of the work.
5. Any defect noticed resulting in mal-operation of system or part of the system will be viewed seriously and penalty will be imposed.
6. Tenderer has to ensure cleaning of surrounding areas & cabinets of Host system, MMI, Modem, Printer, UPS cabinet etc. by heavy duty vacuum cleaner at his own cost and the vacuum cleaner shall be kept at RCC/RNC. Railway may use the vacuum cleaner as when required to maintain the cleanliness of the surroundings.
7. The tenderer has to carry out the schedule maintenance of SCADA system as per detailed scope of work mentioned in the explanatory note.
8. Since it is an ON LINE system, no break down of any equipment or part of the equipments will be acceptable. In case of any failure has taken place, all out efforts are to be put in by tenderer for immediate rectification of faults and restore the normalcy.
9. Each break down for failure of any components or mal-functioning of components is to be explained by tenderer along with remedial measures to be adopted to avoid such recurrence. In case of any design inadequacy is noticed or repeated failures of same equipment or similar types of components, a thorough investigation is to be carried out by utilizing the services of R & D department of the firm & Railways. In order to arrest such failure, modification of the system, design up-gradation etc. is to be implemented to maintain reliable and efficient services of complete system. However all such changes in hardware shall be carried out after duly informing the authorized Railway representatives.
10. The tenderer has to furnish his office, residence and mobile address along with telephone numbers so that he may be contacted any point of time especially for attending break downs. At least one competent & efficient supervisor has to be kept at Ranchi for attending SCADA failure within 30 minutes after the placement of call by TPC.

11. PENALTY:

GENERAL: Time will be essence of the contract. In case of any fault or shut down of Main/Stand by server/Host or Communication Processor or OWS or UPS top Priority & Modem (RCC) is to be given for immediate rectification. Railway will place will place a call in case any mal-functioning or break down is detected so that contractor will be able to depute his authorize competent representative within 30 minutes from the placement of call.

- (a) In case of any Main/Stand by Server/Host or Communication Processor Or OWS or UPS, if rectification time exceed more than 120 minutes at a stretch from the time of shut down, a penalty of Rs.5000/- (Rupees Five thousand) will be every hour after the completion of 120 minutes from the time of shut down with a maximum of Rs.2 lacs. This will be deducted from the quarterly bill. Any part of hour will be taken full hour for calculation of penalty. For this purpose, a register shall be kept with the TPC and the time of occurrence of fault and time of rectification will be recorded.
 - (b) In case of any break down of any RTU, the authorized representative has to be board the first available train to reach without fail at site and has to rectify the failure within 24 hrs from the time of reporting at TPC. A penalty of Rs.5000/- (Rupees Five thousand) per day will be imposed with a maximum of Rs.2 lacs, if the failure is not rectified within 24 hours from the time of reporting at TPC. Any part of hour will be taken full day for calculation of penalty.
 - (c) The above failure shall not be applicable for SCADA failure occurred due to S&T, PSI and power supply failure for SCADA equipment.
 - (d) Penalty @ Rs.10,000/- only (Rupees Ten thousand only) per hour will be imposed if minimum system fails i.e. one master/slave, one work station and 50% of RTUs at any point of time. Any part of hour will be taken full hour for calculation of penalty.
 - (e) The tenderer has to take all preventive steps to check the mal-operation of BMs & CBs due to mal-functioning of SCADA system. In case of mal-operation BMs & CBs at any SP/SSP/FP/TSS, a penalty of Rs.1000/- (Rupees One thousand) per post will be charged.
 - (f) As a result of in adequate maintenance done by tenderer any break down occurs, Railway will deduct an additional amount of Rs.5000/- only (Rupees Five thousand only) per break down from the bills of tenderers.
 - (g) The contractor has to keep sufficient nos of spare cards and equipments including printer & computer etc. and testing kit for replacement of defective components in case of any failure. Delay in replacement /Rectification of any module/Cards/ Components/equipments irrespective of effecting/ not effecting the system working will be accountable for which a penalty of Rs.5000/- only (Rupees Five thousand only) will be deducted from the quarterly bill.
 - (h) The decision of DEE(TR-D)/RNC regarding assessment of penalty to be imposed on the contractor shall be final and binding on the contractor.
 - (i) However total penalty per month due to 11(a) to 11(f) shall be limited to Rs.1 lac.
- 12.** The tenderer is expected to upgrade the existing system or part of system's hardware /software during the preventive/breakdown maintenance free of cost to obtain more reliability and reduce maintenance problem in the system. He should also do the configuration if additional equipments is commissioned in the power monitoring system.
- 13.** No tools, equipments or spares will be provided by the Railways side for the proposed maintenance. Also at no point of time non-availability of spares for system down time will be acceptable to Railways and penalty as outlined in para 11(g) & 11(h) above will be imposed. The tenderer will also be liable for replacement of any kind of spares/ components needed during maintenance of RCC & RTUs as well as during up gradation/ modification in software and hardware.
- 14.** No transport or any sort of travel facility will be provided by the Railway, for meeting the replacement of maintenance contract.
- 15.** No Railway accommodation will be provided by the Railways for the service Engineer of the contractor to attend the failure during the contract period.
- 16.** Integrated maximum demand value as well as timely sounding of hooter for MD violation assumes salient important for Railways. Correctness of integrated MD values and sounding of hooter at the time when it exceeds the present values should be routinely monitored and tested for its reliability.

17. Any RCC component or RTU card/Modem or any other components burn due to any types of natural calamity (Lightening, thundering, line short circuit fire etc), the system has to be restored and made functional by the contractor within the above mentioned specified time limit contained in para-11(b)
18. Modification/addition of component in software and hardware including RCC components and RTU components will have to be incorporated in the existing system by the contractor free of cost.
19. The tenderer will have to carry out periodical maintenance of earth pits and should maintain the proper earth resistance value.
20. The contractor should depute their software Engineer to RCC once in three months to study the system errors owing to software part and to carry out rectification /updating the debase / trouble shooting for smooth and trouble free service of the RCC. All the relevant SCADA features as per SCADA specification should be incorporated.
21. Penalties vide clause 11 & 12 are in addition to the penalties prescribed in GCC.
22. Conditional offers and offers with condition, rebates will not be considered and will be summarily rejected.
23. The complete scope of works are based on "as is and where is" has been kept under two groups. 1st part will envisage preventive and break down maintenance of equipments based at RCC inclusive of UPS while 2nd part will contained preventive and break down maintenance of RTUs. Preventive maintenance of RTUs and RCC should be done at least once in a quarter.
24. The tenderer has to CB tripping report every day and it should be submitted to TPC or authorized Railway representative. The tenderer shall have to generate & prepare the reports such as the status of any operation performed by TPC, measurands date etc as per instruction of Railway Administration and the same will be submitted without fail.
25. **CONSIGNEE :**
The consignee will be SE/HQ/RNC or any person authorized by DEE/TRD/RNC.
26. **TERMS OF PAYMENT:**
 - a. The payment will be made QUATERLY basis at the end of every quarter. The bills will be submitted to Divisional Electrical Engineer (TRD)/Ranchi, through Section Engineer (Remote control)/Ranchi, subject to following:

"The bills for payment should accompany a copy of penalty imposed if any during the quarter for which payment is claimed and clearance certificate from the Section engineer concerned, indicating the successful job completed during last quarter."
 - a. The payment will be made through check.
 - b. Along with the bill, you have to give a certificate that you have followed all provisions of minimum wages Acts for all the staff hired by you for the said contract.
27. The tenderer should survey the site/location and get himself acquainted with all the details site conditions before making the offer.
28. **VARIATION IN EXTENT OF CONTRACT:**
If required the tenderer shall be called upon to carry out the Annual maintenance beyond the original contract period at the same rates, terms & conditions. Decision of DEE(TR-D)/RNC in this regard shall be final and shall be binding on the tenderer.
29. **GUARANTEE PERIOD:**
The workmanship AMC should be guaranteed for **THREE MONTHS** from the date of actual completion of contract period. Any defects noticed during this guarantee period should be replaced/rectified free of cost at the tenderer(s) own cost and guarantee extended for further three months year.

GENERAL TERMS AND CONDITIONS OF CONTRACT

General condition of the contract 2001, Vol-II and up to date correction slip of this Railway will be applicable to this contract.

1. CLARIFICATION:

Clarification if any of technical nature or on contractual matters required by the tenderer(s) may be obtained from the DEE/TRD/RNC, South Eastern Railway, Ranchi.

2. TAX DEDUCTION:

Income Tax @ 2% plus 10% surcharge on I/Tax will be deducted from each bill preferred in accordance with section 1204C of the Income Tax Act, 1961 as introduced through Finance Act of 1972 or as amended from time to time. Education cess @ 3% on income tax & S/charge will also be deducted from the bill. Jharkhand State Works Contract Sales Taxes @3% of the supplied material cost will also be deducted from the bills for the work in the state of Jharkhand.

3. EARNEST MONEY: -

The earnest money shall be 2% of the estimated tender value as indicated in the tender Notice and EMD shall be rounded to the nearest Rs. 10/-. Deposit receipt hypothecated to FA&CAO/GRC or Demand draft drawn in favor of FA & CAO/S.E.Rly /GRC from State bank of India or from any Nationalized Banks only will be accepted.

The EMD submitted in the form other than specified above will not be accepted. The Earnest Money as specified is to be submitted in full as initial security.

Govt. Securities, Stock certificate, Bearer bond, Promissory Notes, Cash Certificates, Bank Guarantee etc. will not be accepted.

4. SECURITY DEPOSIT:

The Security deposit will be 5% of the accepted contract value. The EMD of the successful tenderer will be retained as initial Security Deposit and balance will be deducted from the running bills at the rate of 10% of the billed amount till the full S.D. is recovered. The S.D. will be returned after successful completion of the work as certified by the competent authority.

5. PERFORMANCE GUARANTEE:

The tenderer shall submit a performance guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value valid up to the expiry of GUARANTEE period from the date of completion of the work. The bank guarantee should be submitted before signing of the agreement. Normally the agreement should be signed within 15 days after issue of LOA.

Performance guarantee will be released after completion of the GUARANTEE period as may be certified by the competent authority.

6. ADDITION AND ALTERATIONS:

If the schedule of work becomes necessary for alteration during the course of AMC, the tenderer(s) may be called upon to carryout such alteration in terms of the recommendation of B.S.Sudhir Chandra Committee.

7. SUBLETTING OF CONTRACT:

The contractor shall not assign or sublet the contract any part thereof or allow any person to become interest therein any manner what so ever without the special permission of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract and

also render the contractor liable for payment to the Railway in respect of any loss or damage arising out of such cancellation.

8. TERMINATION OF CONTRACT.

Notwithstanding the provision under other papers the Railway Administration may at any time by a notice in writing terminate the contract without liability to pay any compensation to the contractor in respect thereof if any in the following event.

(i) INSOLVANCY:-

The contractor being an individual or a partner of any firm, the contractor's firm shall at any time be adjudged insolvent or shall take any proceeding for; liquidation or composition under any law relating to insolvency for time being enforce to make any conveyance or assignment of his assets or enter into any agreement or composition with his creditors or suspend payment or is the firm be dissolved under the partnership Act.

(ii) BREACH OF CONTRACT:-

If the contractor commits any breach of contract not herein specially provided always that such termination shall not prejudice any right of action or remedy, which shall have accrued or accrue thereafter to the Railway Administration and provided also that the contractor shall be liable to purchase any extra expenditure the Railway Administration is thereby put to but shall not be entitled to any gain on repurchase in the event of such termination without prejudice to the other right and remedies of the Railway Administration shall be entitled to have the work or the undone portion thereof performed, executed and /or carried out by any other Agency at the cost and risk of the tenderer(s) liable for reimbursement in the event of any loss on this account.

9. AGREEMENT:

The successful tenderer shall within 15 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions, in such form as the purchaser may prescribe and lodge the same with the purchaser together with the conditions of contract with Schedules of prices referred to therein duly complete.

10. SIGNING OF TENDERS AND POWER OF ATTORNEY:

In case of a firm registered under partnership Act, all the partners of the firm should confer power of attorney in favour of any personnel duly authorized by all of them should sign the tender and other connected documents. A copy of the document empowering the individuals to sign should be submitted along with the tender. In any case, tenderer should disclose his constitution fully and copies of all necessary legal documents in support thereof should be submitted with the tender and original thereof should be produced as and when called for.

11. SAFETY MEASURES:

The contractor shall take all precautionary measures in order to ensure the protection of his persons moving about or working in the Railway premises conforming to the rules & regulations of the Railways in force and also special instructions enforced during the execution of the work if any and ensure that the same are followed by his Representative Agents or Sub-contractor of workman. He shall give to his employees and workers about the provisions of the para.

The contractor shall indemnify and keep the Railway Administration indemnified and harmless against all actions, suits, claims, demands, other charges or expenses arising in connection with any accidents death or injury sustained by any person(s) within the Railway remises and any loss or damage to Railway property sustained due to the acts or omissions of the contractor, or his staff during the execution of this contract irrespective of whether such liability arising under the workmen's compensation Act. 1923 or fatal accident Act or any other statute in for the time being.

12. RAILWAY PASSES:

No Railway pass will be issued to the contractor or his personnel.

13. PROVISION OF PAYMENT WAGES ACT:

The contractor shall comply with the provisions of the payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through the petty contractors or sub-contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise of person employed by the contractor and any on behalf of the contractor and any moneys which may be ordered to paid by the Engineer shall be deemed to be moneys payable by the engineer on behalf of the contractor and the

Engineer may on failure of the contractor to repay such money to the Railways, the same may be deducted from any moneys due to the contractor in terms of the contract. The Railway shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

14. WAGES TO LABOUR:

The contractor shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 as modified up to date therein after as referred to in the said Act and rules made there under in respect of any employees employed by him directly or through petty contractors, sub-contractors for the purpose of carrying but this contract. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub-contractor supplies any labour to be used, wholly or partly under the direct order and control of the purchaser whether in connection with any work being executed by the contractor or otherwise for the purpose of the purchaser such labour shall for purpose of this clause shall be deemed to be persons employed by the contractors.

15. ARBITRATION:

- a) In the event of any difference or dispute whatsoever at any time arising under the conditions of contract or any other manner under this contract or in any way relating thereto or as to the true meaning or interpretation of any of the provisions thereof (except as to any matters the decision on which is specifically provided for by the said conditions and also except as to any matter regarding which the contractor has given no claim certificate) the same shall be referred for decision to:
 - i) A sole Arbitrator who shall be the General Manager or a Gezzetted Railway Officer nominated by him in that behalf. In cases where the claim in question is below Rs. 5,00,000/- (Rupees Five lakhs) and in cases where the issues involve are not of complicated nature. The General Manager shall be the sole judge to decide whether or not the issues involve are of a complicated nature.
 - (ii) Two Arbitrators, who shall be Gazetted Officers of equal status to be appointed in the manner laid down in sub-Para (iv) for all the claims of Rs. 5,00,000/- (Rupees Five lakhs only) and above and for all claims irrespective of the amount or value of such claims if the issues involve of a complicated nature. The General Manager shall be the sole judge to decide whether the issues involve are of a complicated nature or not.

In the event of the two Arbitrators being divided in their opinions the matter under dispute will be referred to an Umpire to be appointed in the manner laid down in subsequent sub-Para (iv) the matter for his decision.

The decision of the Arbitrators, or in the event of their not agreeing, the Umpire appointed by them shall be final, binding and conclusive and the provision of the Arbitration Act 1940 and the Rules there under and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract.

- (iii) In cases where the claim is up to Rs. 3,00,000/- (Rupees Three lakhs) the arbitrator(s) / Umpire so appointed, as the case may be shall give the award on all matters referred to arbitration indicating therein break-up of the sums awarded separately on each individual item of dispute. In cases where the claim is more than Rs.3, 00,000/- (Rupees Three lakhs), the arbitrator(s) / Umpire so appointed, as the case may be shall give intelligible award (i.e. the reasoning leading to the award should be stated) with the sums awarded separately on each individual item of dispute referred to arbitration.
- (iv) For the purpose of appointing Two arbitrators as referred to in sub-Para (ii) above, the purchaser will send a panel of more than three names of Gazetted Railway Officers of one or more departments of the Railway to the contractor, who will be asked to suggest to
- (v) The General Manager or his successor one name out of the list for appointment as the contractor's nominee. The General Manager or his successor, while so appointing the contractor's nominee, will also appoint a second Arbitrator as the Purchaser's nominee either from the panel or from the out side the panel ensuring that one of the two Arbitrators so nominated is invariably from the Accounts Department. Before entering upon the reference, the two Arbitrators shall nominate an Umpire who shall be Gezzetted Railway Officer to whom the case will be referred to in the event of any difference between the two Arbitrators. Officers of the Junior Administrative Grade of the Accounts Department of the Railway shall be considered as of equal status to the Officers in the Intermediate Administrative grade of other departments of the Railway for the purpose of appointment as Arbitrators.
- (vi) If the sole Arbitrator appointed under sub-para (i) or one of the both Arbitrator(s) appointed sub-para (ii) , (iii) & (iv) above resigns his appointment/ resign their appointment or vacate his office vacate their offices or is/are unable or unwilling to act for any reason whatsoever , or dies/die, the General Manager or his successor may appoint a new Arbitrator(s) to act in his/their place in accordance with provisions of sub- para (ii) , (iii) & (iv) above as the case may be. Such Arbitrator(s) as the case may be shall be entitled to proceed with the reference from the stage at which the previous Arbitrator(s) left it.
- (vii) The Arbitrator(s) or the Umpire shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator(s) or Umpire shall think proper and it shall be duty of the parties hereto to do or cause to be done all such thing as may be necessary to enable the Arbitrator(s) or Umpire to make the award without any delay.
- (viii) It will be no objection that the persons appointed as Arbitrator(s) or Umpire is/are Government servant(s). If however, the Arbitrator(s) or Umpire is/are Railway servant(s) he/they shall not be one/those had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) has /have express views on all or any of the matters under dispute or difference. The award of the Arbitrator(s) or Umpire, as the case may be, shall be final and binding on the parties to the contract.
- (ix) Assessment of cost:

Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be at the discretion of the Arbitrator(s) or of the Umpire appointed by them as the case may be.

(x) Venue:

The venue for Arbitration shall be the place from which the Letter of Acceptance of the tender is issued or such other place as the purchaser at his discretion may determine.

(b) PAYMENT DURING ARBITRATION:

Work under the contract shall, unless otherwise directed by the purchaser, continue during the Arbitration proceedings and no payment due to or payable by the purchaser

shall be withheld on account of such proceedings. Notwithstanding anything contained herein, the Arbitrator or Umpire as the case may be, shall have full authority to direct with holding of any payment if such action is considered fit and proper at any time.

Signature & date.....
of Tenderer(s) with seal

DRM (EL-TRD)/RNC
S.E.Railway, Ranchi.

REVISED MODEL FORM OF BANK GUARANTEE BOND

1) In consideration of the president of India acting through Financial Advisor & Chief Accounts Officer S.E. Railway/GRC (hereinafter called "the Government") having agreed to exempt _____ (hereinafter called the said contractor(s)) from the demand under the terms and conditions of letter of acceptance no. _____ dated _____ made between _____ S.E.Railway/GRC and M/s _____ for execution of _____ (hereinafter called "the said agreement ") of Performance Guarantee for the due fulfillment by the said contractor of the terms & conditions contained in the said Agreement on production of an irrevocable Bank Guarantee for Rs. _____/- (Rupees _____ only) we _____ Bank (hereinafter referred to as " the Bank ") at the request of M/s _____ do hereby undertake to pay to the government an amount not exceeding Rs _____/- against any loss or damage caused to or suffered or would be caused to or suffered by the govt. by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said agreement with regard to performance.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amount due and payable under this guarantee without and demur, merely on a demand from the Govt . stating that the amount claimed is due by way of loss or damage caused to or would be caused to suffered by the Govt. by reason of any breach by the said contractor of any of the terms and conditions contained in the said Agreement or by reasons of the contractor's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/-

3. We _____ Bank _____ undertake to pay the government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal . The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and contractor shall have to claim against us for making such payment.

4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or virtue of the said Agreement, have been fully paid and its claims satisfied or discharged or till _____ (Office /department) Ministry of _____ certifies that the terms and conditions of the said Agreement have fully and properly carried out by the said contractor and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ (date), we shall be discharged from all liabilities under this guarantee thereafter.

5. We _____ (indicate the name of bank) further agree with the Govt. that the Govt. shall have the fullest liberty without our consent and without in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone any time or from time to time any of the powers exercisable by the govt. against the said contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation , or extension being granted to the said contractor or for any forbearance act or omission on the part of the Govt. or any indulgence by the government to

the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the charge in the constitution of the bank or the contractor(s)/supplier(s).
7. We_____lastly undertakes not to revoke the guarantee during its currency except with the previous consent of the government in writing.

Dated the Day of2009.

Dated _____day of 2009
For_____
(indicate the name of the bank)

OFFER LETTER

(To be filled up with due care by the tenderer; all columns to be filled up)

Date:- _____

To
 The President of India,
 Acting through the Divl. Rly. Manager (TRD)
 S.E.Railway/Ranchi.

1. I/We _____ have read the various conditions to tender attached hereto and hereby agree to abide the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 (ninety) days from the date fixed for opening the same. In default thereof, I/we will be liable for forfeiture of my /our earnest money. I/We offer to do the works as detailed in the attached schedule on accepted prices.
2. I/We hereby bind myself/ourselves to complete the works within the time limits specified in the conditions of tender. I/We also hereby agree to abide by the General and special conditions of contract and carry out the works according to the specification of materials and work laid down by the Railway for the present control.
3. I/We hereby declare that I/we possess a copy of the S.E.Railway Schedule of Labour and materials Rate, revised section 1992 vol (I) and general condition of contract and standard specification 2001. Vol. (2) corrected up to date have gone through the rates, regulations for tender and contracts, general conditions, standard specifications and other particulars embodied therein and have fully understood and abide by them.
4. Sum of **Rs.63,180/- only (Rupees Sixty three thousand and one hundred eighty only)** though D.D. No. _____ dated _____ issued by _____ Bank is hereby forwarded as Earnest Money. The full value of the earnest money shall stand forfeited without prejudice to any other rights for remedies if,
 - a) I/we, withdraw my/our offer within the validity of tender or I/we do not execute the contract documents within seven days after receipt of notice issued by the Railways that such documents are ready or
 - b) I/We do not commence the work within ten days after receipt of order to that effect.
5. Until a formal agreement is prepared and executed, acceptance for this tender shall constitute a binding contract between me/us and Railways, subject to any alterations that might be necessary and mutually agreed to between as indicated in the letter of acceptance of my/our offer for this work.

Tenderer's Address: _____

Signature of Tender(s)

Date: _____

Signature of witnesses

1:- _____

2. _____

QUOTED TENDER RATE

Name of work: Annual Maintenance Contract (AMC) of PC Based SCADA System in RCC at Hatia DRM building for TWO years.

Deptt. value : **Rs.31,58,745 / -** only (Rupees Thirty one lacs fifty eight thousand seven hundred forty five only).

Sl No	Name of work	Unit	AMC Period	Rate	Cost
1	Routine, Schedule & Breakdown maintenance of SCADA equipments & functioning along with UPS based at RCC in DRM Building Ranchi at Hatia (2 no. work station consisting of 4 nos computers with CPUs & VDUs, 2 nos. muster computers with CPUs & VDU, 2 nos. CP with VDU & 2 nos. modems, 2 nos. UPS with synchroniser and 2 nos. Printers) Supply of all inputs, replacement of defective cards, equipments, components of SCADA & UPS along with Technological up-gradation if required for maintaining the desired reliability of system (100% standby support.)	Month	24	18,935.115	4,54,442.76
2	Routine, Schedule & Breakdown maintenance of all Remote Terminal Units located in section of BNDM – HTE; HTE – Muri –KSX & CNI – Muri - BRKA section of Ranchi Division. Supply of all inputs, replacement of defective cards, equipment, components of 27 Remote Terminal Units along with technological up-gradation if required for maintaining the desire reliability of system (100% standby support)	Month	24	1,12,679.28	27,04,302.72
	Total				31,58,745.48
	Space for tender offer				
Item-1	_____ % Below/At par/Above the DV (In words) 				
Item-2	_____ % Below/At par/Above the DV (In words) 				

NOTE: The tenderers are advised to quote their single point offer in % (percent) Below/At par/above the DV in the space given above. If there is any difference between in figures & words, the offer in words will be taken as correct.

TENDER SCHEDULE

Name of the work: Annual Maintenance Contract (AMC) of PC Based SCADA System in RCC at Hatia DRM building for TWO years.

Sl No	Name of work	Unit	AMC Period	Rate	Cost
1	Routine, Schedule & Breakdown maintenance of SCADA equipments & functioning along with UPS based at RCC in DRM Building Ranchi at Hatia (2 no. work station consisting of 4 nos computers with CPUs & VDUs, 2 nos. muster computers with CPUs & VDU, 2 nos. CP with VDU & 2 nos. modems, 2 nos. UPS with synchroniser and 2 nos. Printers) Supply of all inputs, replacement of defective cards, equipments, components of SCADA & UPS along with Technological up-gradation if required for maintaining the desired reliability of system (100% standby support.)	Month	24	18,935.115	4,54,442.76
2	Routine, Schedule & Breakdown maintenance of all Remote Terminal Units located in section of BNDM – HTE; HTE – Muri –KSX & CNI – Muri - BRKA section of Ranchi Division. Supply of all inputs, replacement of defective cards, equipment, components of 27 Remote Terminal Units along with technological up-gradation if required for system maintaining the desire reliability of system (100% standby support)	Month	24	1,12,679.28	27,04,302.72
	Total				31,58,745.48
	i.e				31,58,745.00

South Eastern Railway
Ranchi Division.

Annexure – I

VENDER MANDATE FORM

1. PARTICULARS OF THE PARTY:

- (a) NAME :
- (b) ADDRESS :
.....
.....
- (c) PHONE No.....MOBILE NO.....FAX NO.....
- (d) I.TAX PAN NO.....E-MAIL NO.....
- (e) TIN NO. VAT Registered No./Sales Tax Regd. No.....
- (f) CST Regd No.....
- (g) Whether firm is Proprietorship/Partnership enclosed documents):
.....

2. PARTICULARS OF BANK ACCOUNT:

- (a) BANK NAME:.....
- (b) BRANCH.....
- (c) BANK ADDRESS
- (d) BANK TEL. NO.....FAX NO.....
- (e) BANK MICR CODE (9 Digit)
- (f) BANK ACCOUNT NO.....
- (g) ACCOUNT TYPE: SAVING/CURRENT/CASH CREDIT LEDGER/ F/NO.....

1. DECLARATION BY THE PARTY:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information the user institution i.e. S.E. Railway will not be held responsible. I have understood the scheme and agree to discharge the responsibility expected from me as a participant under the scheme.

This Mandate Form should be treated as an application for the purpose of

- (i) Refunds of EMD in the event of un-successful tender and/or
- (ii) Any due payments made by Railways.

Date:.....

Signature of the party with Stamp.

2. Certified that the particulars of Bank Account furnished above are correct as per our records.

Bank's Seal.

Signature of the authorized official of the Bank.

Signature of tenderer/s

DRM (EL-TRD)/RNC.