

## SOUTH EASTERN RAILWAY

## TENDER AGREEMENT FORM

Tender Notice No. PSTC/ KGP/TDS- AMC-08 /2011

Dated. 10-12-2011

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**Part I**  
**Section 1**

**Tender Document (First sheet) (Not Transferable)**

Sold to \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

M. R. .No. \_\_\_\_\_  
Date \_\_\_\_\_  
For Rs. \_\_\_\_\_  
Tender Document No: \_\_\_\_\_

Scope of work for which  
tender is invited:-

Comprehensive Annual Maintenance-“ Full service maintenance agreements” of Diesel Locomotive Train Driving Simulator(TDS) supplied by M/s GEMCO of Australia

To be executed at: -

Simulator Building, Supervisors’ Training Centre, S. E. Railway, Kharagpur.

To: **The President of India,**  
**Acting through**  
**The Principal,**  
**Supervisors’ Training Centre,**  
**South Eastern Railway, Kharagpur.**

I / we ..... have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I / we also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I / we will be liable for forfeiture of my / our “Earnest Money deposits”. I / We offer to do the work for South Eastern Railway, at the rates quoted in the offer and hereby bind myself / ourselves to execute the work after the issue of letter of acceptance of the tender.

A sum of rupees..... - is here by forwarded as earnest money and the full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if –

- a) I / we do not execute the contract documents within 14 days after receipt of notice issued by the Railway that such documents are ready or,
- b) I / we do not commence the work within 20 days after receipt of order to that effect.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modification, as may be mutually agreed to between us and indicated in the “Letter of Acceptance” of my / our offer for this work.

Tenderer’s full Postal Address  
(to be filled by contractor)  
Name:.....  
Town/village:.....  
Post Office.....  
District.....  
Pin code.....

Signature of the Tenderer(s)

**PART-I**  
**Chapter - I**

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

**Tender Notice No PSTC/ KGP/TDS- AMC-08 /2011**

**dt. 10-12-2011**

Sealed tenders are invited by the Principal, Supervisors' Training Centre, South Eastern Railway, Kharagpur on behalf of the President of India from reputed and experienced firms for undertaking the "Comprehensive Annual Maintenance" of the Train Driving Simulator installed at Supervisors' Training Centre, South Eastern Railway, Kharagpur.

Name of Work	Tender Value	Completion Time	Earnest Money	Cost of Tender Document
1. Comprehensive Annual Maintenance- "Full service maintenance agreements" of Diesel Locomotive Train Driving Simulator (TDS) supplied by M/s GEMCO of Australia.	Rs.38,00,000/- (Rupees Thirty eight Lakhs only for two years)	Two years.	Rs. 76,000/-	Rs. 3000/-

2. Date & Time upto which Tender Document will be issued: **16.00 hrs of 14-01-2012 (on working days only)**

3. Date and time up to tender paper will be received: - **up to 14.00 hrs of 15-01-2012.**

4. Date & Time of opening of tender: **16-01-2012 at 15:00 hrs.**

5. Duration of the work: - **02 (Two) Years.**

6. Validity of the Tender offer: - **90 (Ninety) days from the date fixed for Opening of Tender.**

7. Availability of Tender Document from: - **10.00 hrs of 14-12-2011 at Office of the Principal/ STC/ KGP.**  
( If the date of opening happens to be a BANDH or Holiday, the tender will be opened at the same time on the following working day.)

8. **A.** Prescribed non-transferable Tender Document can be obtained from the Office of the Principal /Supervisors' Training Centre, S.E.Railway, Kharagpur on production of money receipt of Rs.3000/- (Not refundable), for each tender document, which has to be deposited as "Cost of Tender Document", issued by the Chief Cashier, S.E.Rly, GRC-Kolkata-700043 or Divisional Cashier, S. E. Rly.,KGP against Allocation & Estimate No. **Z-652-99 & TDS/AMC.08** respectively.

**B.** Tender Document can be downloaded from the S.E.Railway Govt. tenders website:

[www.ser.indianrailways.gov.in](http://www.ser.indianrailways.gov.in) and also available in the Kharagpur Workshop website:

[www.kharagpurworkshop.org](http://www.kharagpurworkshop.org) . The Tenderer may download the same from website and submit on the date, time and venue mentioned above. In such case the Tenderer must submit the cost "Tender Document" amounting to Rs. 3,000/- through DD payable at Kolkata from any nationalised Bank in favour of FA&CAO/S.E. Railway/GRC-Kolkata or Divisional Cashier, S. E. Rly., KGP against Allocation & Estimate No. **Z-652-99 & TDS/AMC.08** respectively

**9. NOTE:**

- (A) All demand drafts for earnest money must be drawn in favour of FA & C AO/S.E.Rly/ GRC from any nationalised or scheduled Bank of R.B.I.
- (B) Tender papers should be submitted in a sealed covers duly subscribing the Tender Notice No. Description of work, due date of opening on the top of cover, without fail.
- (C) Rly. will not be responsible for receipt of Tenders sent by post. Incomplete and late offers are liable to be rejected.
- (D) Railway reserves the right to accept/reject any or all bids in part or full without assigning any reason whatsoever. For clarification and any information regarding the work, tenderer may contact :-Principal/STC/KGP/S.E.Rly., Telephone No. 03222 -223 288, FAX 03222-256148 Web Site: [www.ser.indianrailways.gov.in](http://www.ser.indianrailways.gov.in) Web Site: [www.kharagpurworkshop.org](http://www.kharagpurworkshop.org)

**PART-I**  
**Chapter - II**

**1.1 Conditions of tender and instructions to the Tenderer****Sale and Submission Of Tender Document**

- 1.1.1 Tender document can be had from the office of the Principal/STC/KGP on the date and time mentioned above on payment of Rs 3,000/- in cash per set.
- 1.1.2 These tender documents must be submitted duly completed in all respects, in sealed cover superscribed as “Tender form for the work (as indicated on top sheet)” and should be deposited in the tender box kept in the Principal/STC office upto the time mentioned above.
- 1.1.3 Tenders sealed and superscribed as aforesaid can also be sent by Registered post addressed to Principal/STC/KGP, but tender which is received after the time and date specified above may not be considered. Tender delivered or sent otherwise will be at the risk of the tenderers.
- 1.1.4 The rates should be quoted in figures as well as in words. If there is variation between figures and in words, the rate quoted in ‘words’ shall be taken as correct. If more than one improper rates are tendered for the same item, the tender is liable to be rejected.
- 1.1.5 Each page of the tender papers is to be signed and dated by the tenderers or such person/s on his/their behalf who is/are legally authorized to sign for him/them.

**1.2 Validity Of Tender**

Tenderer shall keep his offer open for a minimum period of Ninety (90) days from the date of opening of the tender .

**1.3 Earnest Money**

- a) The tender must be accompanied by Earnest Money @ 2% of estimated cost of tender amounting to Rs. 76,000/- ( Rounded off to nearest Rs. 10/-) deposited in cash or in any of the forms as mentioned in Regulations for tenders and contracts for guidance of the Engineers and Contractors, failing which the tender will not be considered..
- b) The earnest money shall remain deposited with the Railway for the period of validity of the offer prescribed in this tender i.e. 90 days from the date of opening of tender. If the validity of the offer is extended, the validity of earnest money should also be extended failing which the Railway may not consider the offer after the expiry of the aforesaid period.
- c) Deposit Receipt, Pay order, Demand drafts of the State Bank of India or any of the Nationalized Bank. No confirmatory advice from RBI will be necessary.
- i) Deposit receipt executed by the Scheduled Banks( Other than the State Bank of India and the Nationalized banks) approved by the Reserve bank of India for this purpose,. Railways will not however accept deposit receipt without getting in writing of the Reserve Bank of India.

- ii) Deposit Receipt, Pay order, Demand drafts of the State Bank of India or any Nationalised bank or any of the scheduled commercial banks, must have an endorsement from the authority issuing such FDR/Pay Order/DD that received from M/s /Shri \_\_\_\_\_ and pledged in favour of **FA & CAO/South Eastern Railway, Garden Reach, Kolkata – 43.**
- d) The official cash receipts having a mention on the firm/individual who has deposited the cash or the deposit receipt mentioned above etc. as the case may be, attached with the tender, failing which, tender will be rejected.
- e) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions, thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- f) The earnest money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the Railway shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession nor be liable to pay interest thereon.
- g) **Earnest Money may be acceptable in following forms :-**
  - A deposit in cash
  - Government Securities at 5% below the market value.
  - Deposit Receipts or Demand Drafts of the Nationalised Banks.
  - A deposit in the Post Office savings Bank.
  - National Savings Certificates.
  - Twelve year national Savings Defence Certificates
  - Ten Year Defence Deposits.
  - National Defence Bonds
  - National Savings Certificates.
  - Time Deposit Account which came into force on 16.03.1970 and notified under Ministry of Finance.
  - Notification No. F3(7)NS/70 dtd. 28.02.1970.
  - IRFC Bonds

**1.4. THE RAILWAY IS NOT BOUND TO ACCEPT ANY TENDER**

- 1.4.1 The Railway shall not be bound to accept the lowest tender or any Tender or to assign any reason for non-acceptance or rejection of a Tender. No Tender shall be deemed to have been accepted unless such acceptance shall have been notified in writing to the successful Tenderer by the Railway. The Railway reserves the right to accept any tender in respect of the whole or any portion of the work specified in the Tender or to device or reduce the work or to accept any Tender for less than tendered quantity without assigning any reason what-so-ever.
- 1.4.2 General conditions, instruction to tenderers, standard specifications for works and materials are laid down in General Conditions of Contract and Standard Specifications (Revised Edition 2001) Volume -2 of Engineering Deptt.' Conditions of Tender "General conditions of contract" Instructions to Tenderers' for works of S.E. Railway all corrected up to date, which will be binding on the tenderers / contractors .
- 1.4.3 In case of any contradiction between Special Conditions and General conditions, the provision of Special Conditions will prevail upon general conditions to the extent of contradiction.

**1.5 INSTRUCTIONS FOR DOWN LOADING OF TENDER FORMS FROM INTERNET**

- 1.5.1 Tender file is to be down loaded from the internet and printout is to be taken on A4 size paper and details are to be entered by the tenderer at the various locations in the document. Submission of Xerox or photocopy of tender document is prohibited.
- 1.5.2 This tender document (in full) downloaded along with the various documents required to be submitted as per the tender conditions in a sealed cover duly subscribing with the name of the work, tender notice no. and date, submission of tender downloaded from the internet etc. and the same should be dropped in the tender box kept in the office specified in the tender document before the date and time stipulated in the tender document.
- 1.5.3 The tenderer may please note that the rate for items should be written in figures and in words by black or blue ball point pen only. The tenderer should sign each page of tender document.

**1.6. Documents Part of this Tender**

SI No	Document Name	Published By	Referred in this Documents As
1	South Eastern Railway Schedule of. Labour And Material Rates 1992 Vol. I( latest with Correction slip issued up to date of, opening of tender.	South Eastern Railway	SOR 1992
2	General Condition of Contract and Standard Specifications (Vol.2)' with latest Correction Slip issued up to date of opening of tender.	South Eastern Railway	GCC2001.

**1.7 Security Deposit on Acceptance Of Tender:**

- 1.7.1 The earnest Money deposited by the contractor with his tender will be retained by the Railways as part of security for due and faithful fulfilment of the contract by the contractor. The balance to make up the security deposit shall be effected in the following manner:
- 1.7.2 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 the work shall be 5% of the contract value.
  - b) The rate of recovery would 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 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. If this competent authority is of the rank lower than JA grade, then a JA grade officer ( concerned with the work) should mention that the work has been completed in all respect and that all the contractual obligations have been fulfilled by the contractors to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained. No interest will be payable upon the security deposit or amounts payable to the contractor under the contract.

**1.8. PERFORMANCE GUARANTTEE:**

- a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30(thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30(thirty) days, i.e. from 31<sup>st</sup> day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms amounting to 5% of the contract value.
- i)A deposit of Cash
  - ii)Irrevocable Bank Guarantee,
  - iii)Government Securities including State Loan Bonds at 5 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 of any of the Nationalized Bank;
  - v)Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
  - vi)A Deposit in the Post Office Saving Bank;
  - vii)A Deposit in the National Savings Certificates;
  - viii)Twelve years National Defence Certificates;
  - ix)Ten years Defence Deposits;
  - x)National Defence Bonds; and
  - xi)Unit Trust Certificates at 5 percent below market value or at the face value whichever is less.

Also FDR in favour of FA & CAO, (free from any encumbrance) may be accepted.

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

- c) The performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended , the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- d) The value of PG to be submitted by the contractor will not change for variation upto25% (either increase or decrease). In case during the course of execution , value of the contract increase by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall , however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed 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 a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.

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

**1.9 Tenderer's Address**

The tenderer should state in the tender his postal address legibly and clearly. Any communication sent in time, to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time.

**1.10 Right of Railway to deal with Tenders –**

- a) The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenderers are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.
- b) The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.

**1.11 Eligibility Criteria of Tenderer**

The following documents should be specified for submission along with tender:-

1.11.1 List of Personnel, Organization available on hand and proposed to be engaged for the Subject work.

1.11.2 List of Plant & Machinery available on hand (own ) and proposed to be inducted(own and hired to be given separately) for the subject work.

1.11.3 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 work. Date of actual start, actual completion and final value of contract should also be given.

1.11.4 List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.

**1.11.5 They are an established, experienced and reputed computer maintenance firm and have regularly undertaken similar type of works and have adequate technical knowledge and practical experience in maintenance of Train Dynamic Simulator .**

**Note:**

- 1) In case of items 1.11.3 and 1.11.4 above, supportive documents/ certificates from the Organizations with whom they worked/ are working should be enclosed.
- 2) Certificates from private individuals for whom such works are executed / being executed should not be accepted.

**Note:** If the tenderer/s deliberately gives a wrong information/whose credentials/documents in his/their tenders and thereby create(s) circumstances for acceptance of his/their tender, Railways reserves the right to reject such tender at any stage, besides, shall suspend the business for one year.

**1.12. Solvency Certificate:**

Bank Solvency

The tenderer should enclose with the Tender, a satisfactory evidence of financial stability.

CHAPTER III

**Explanatory Notes:**

**2.0 GENERAL CONDITIONS OF CONTRACT**

**2.1 General:**

2.1.1 The Special Conditions of Contract therein & instructions to Tenderer(s) and the stipulations made in the Schedules items of quantities and rates shall govern the works under this contract, in addition to and/or in part suppression of the SOR 1992 & 2001.

**2.2 Precedence Order:**

2.2.1 When there is a conflict between the Instructions to Tenderer(s), Special Conditions of Contract therein and the stipulations contained in the Schedules of items quantities items and rate on the one hand and the SOR 1992 & GCC 2001 on the other, the former shall prevail.

2.2.2 Provision contained on Instructions to Tenders, Special Conditions of contract therein & Schedule of items quantities and rates get precedence over provisions contained in IRS Code/TRC code/IS codes owned by other institution.

2.2.3 In case of conflict between provisions of JRS/IRC/IS specification the precedence will be in same order. In case of ambiguity the decision of Principal/STC/Kharagpur shall be final & binding on the contractors.

2.2.4 In case conflict between any of the notes in Drawing and instruction to tenderers, Special Condition of contract therein & Schedule of items, quantities and rates, the former shall prevail. In case .of ambiguity the decision of Principal/STC/Kharagpur shall be final & binding on the contractor.

2.2.5 Any notes appearing in the Schedule of items quantities and rates will taken precedence over Special Conditions of Contract therein and also SOR 1992 & GCC 2001.

2.2.6 Any specifications/conditions stated by the Tenderer(s) in the covering letter submitted by him along with the tender shall be deemed to be a part of the contract only to such an extent as has been expressly accepted by the Railway.

2.2.7 All measurements, methods of measurements, meaning and item of specifications and interpretation of Special Conditions of Contract therein made by the Engineer on behalf of the Railway shall be final and binding on the contractor and shall be considered as "Excepted matters" in terms of conditions No. 63 of GCC 2001.

**3.0 Agreement**

3.1 All expenses in drawing up to agreement and cost of stamp duty, if any shall be borne by the contractor.

**3.1 Passes:**

3.1.1 No Railway pass of any kind for self/agent/labourer, for any purpose in connection with this tender/contract will be issued to the contractor.

**3.2 Change of address.**

3.2.1 Any change in the address of the contractor shall be forthwith intimated in writing to the Railways. The Railways will not be responsible for loss or inconvenience suffered by the contractor on account of his failure with this.

**3.3 Income Tax Deduction:**

- 3.3.1 In respect of works, the contract value of which is more than Rs. 10,000/- each, a deduction of 2% on the gross payment from each of the Contractor's bills shall be made in terms of section 194(e) of the Income tax Act of, 1961 & 1991. From time to time surcharge, will also be deducted along with I. Tax as per extent rules.. Applicable tax modified time to time will be applicable.

**3.4 Sales Tax or any other taxes:**

- 3.4.1 The Contractor shall bear in full all taxes and royalties levied by the State Government and/or Central Government from time to time. This would be entirely a matter between the contractor and State Government/or Central Government, Railway will recover the taxes and royalties through running account bills if the contractor fails to pay the taxes and royalties to the Government.

**3.5 Variation in contract Quantities:**

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity subject to the following conditions.
  - a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade.
    - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item shall be paid at 98% of the rate awarded for that item in that particular tender.
    - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.
    - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
  - (b) The variation in quantities as per the above formula will as per the above formula will apply only to the Individual item items of the contract and not on the overall contract value.
  - (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and if found necessary should be only through fresh tenders or by negotiating with existing contractor with prior personal concurrence of FA&CAO/FA&CAO(C) and approval of General Manager.
3. In cases where decrease is involved during execution of contract:
  - a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
  - b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence giving detailed reasons for each such decrease in the quantities.
  - c) It should be certified that the work proposed to be reduced will not be required in the same work.

Variation in quantities of item is permitted to the appropriate extent provided the net effect of such variation in quantity remains upto 50% of the total value of the original contract.

The tenderer/contractor will be bound to execute the additional quantities to the extent of (+50%) of the agreement value on the following terms and conditions:

- a) If the agreement values goes beyond (+)25%, in that case, for the first 15% increase in the value of the agreement, the rates shall be reduced by 2% in the incremental value.
- b) The rate shall have an additional reduction of 2% in the incremental value of agreement, for the next 10% increase in the value of the agreement beyond 15% as in (a).
- c) In case agreement value goes beyond(+)50%, the rates for incremental value shall be decided as per prevailing provisions for variation beyond 25%.

**3.6 Loss In Transit** - If loss or damage occurs to the stores or any part thereof during transit by rail, the contractor, shall have only such remedy as is available to the Public against the carrier under the Indian Railway (Amendment) Act - 1961, No.39 of 1961.

**3.7 Quality Assurance Materials** - All the equipments, materials, and component will be subject to quality control programme of manufacturer, being a part of the Quality Assurance Programme of the Contractor.

**3.8 Accident** -The contractor shall, in respect of all staff engaged by him , indemnify and keep the purchaser at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.

**3.9 Safety measures –**

- a. The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the Railway premises as per the latest guide lines.
- b. The contractor shall be responsible for safe custody of all equipments till provisional acceptance.
- c. The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by the bad design, workmanship material or negligence on the part of the contractor.

**3.10 Disaster Management :**

The Railway administration in case of accidents/natural calamities involving human lives can draw all the required vehicles, plants, machinery tools, and equipment of contractor. For payment purposes thereof the item will be operated as a non-schedule (NS) item as per the existing norms and powers delegated to the Railway

**PART-II**  
**Chapter- IV**

4.0 Technical and Commercial Terms & Condition

4.1 **Technical Terms and Conditions:-**

Scope of Work – Comprehensive Annual Maintenance of Diesel Locomotive Train Driving Simulator at Supervisors’ Training Centre, South Eastern Railway, Kharagpur. The detail of system has been furnished in Annexure-A.

4.1.1 Duration of Contract – Two years from the date of commencement of maintenance services.

4.1.2 The spares required for the above work are to be supplied by the contractor. The old replaced parts will be the Railway property.

4.1.3 Transportation, excise, import duties, octroi, insurance charges, cost of accommodation of contractors personnel etc. are to be paid by the contractor.

4.1.4 Down time – The contractor is to offer guaranteed ‘up time’ of 90% (10%down time relaxation) assessed quarterly. Penalties will be imposed on the contractor as under, if down time exceeds 10 %. Equipment will be considered under break down when there is no clear vision display in screen and monitor, no audio output, no legible display in TPD monitor, CUI monitor, Roland display screen, no report generation in the printer.

i)	10 % down time	Nil
ii)	Between 10 % to 25%	3% of AMC value (annual value)
iii)	Between 25 % to 30%	5% of AMC value (annual value)
iv)	Above 30 %	7.5% Of the AMC value (annual value) with option of invoking the Performance Guarantee and terminating the contract.

4.1.5 The down time will be calculated based on 16 hours per day and 25 working days per month. For the purpose of imposing penalty and accounting of down time, it will be accumulated over a period of three (3) months and the penalty would be leviable if the down time exceeds 120 hours in the preceding quarter. Down time will be calculated after the Railway has intimated the contractor by phone or FAX about the break down of equipment.

4.1.6 Response time – The contractor should depute one maintenance personnel in the spot during all the working days. The delay period to attend the system and the time period to rectify the system will be counted as down time. The date and time of breakdown intimation to the firm and recorded at Simulator Building, Supervisors’ Training Centre, Kharagpur will be the final.

4.1.7 Preventive Maintenance - The contractor should carry out preventive maintenance four times in a year as per prescribed schedule at quarterly intervals on pre-decided maintenance-day (e.g. Sundays and Mondays) so that preventive maintenance does not affect the up time of the equipment. In case of preventive maintenance spills over on to a working day (i.e. training day) it will be considered as a part of down time and eligible for leviable penalties. The break down incident should not be tagged with normal preventive maintenance and the period will be counted as period of break down only.

4.1.8 Vision Sections – Four route vision sections (e.g. IRHALDSORO, IRTHERDAIK, IRRAJAMERA and IRGOTLBOBB) initially installed in HDD of Indy vision disk station are to be restored and kept operational.

## **TENDER NO. TDS/AMC.08**

- 4.1.9 The equipment will have to be brought to the fully working condition by the contractor from what ever condition the equipment are currently in, within this contract and no additional charges for this will be paid to the contractor.
- 4.1.10 The contractor shall carry out up-gradation of both hardware and software of the HP-workstation, Audio PC, Input-Output controller and Indy-workstation within the scope of AMC, if maintenance of the system demands so.
- 4.1.11 The contractor shall provide compulsorily renewal of items such as TPD Monitors at Instructor desk and Cab room, CUI Monitor, LCD, Vision Monitor and 6 KVA main UPS battery set within the period of AMC, if the AMC do not necessitate such replacement within the period of AMC also.
- 4.1.12 The contractor can visit the site till the last selling date with prior intimation to the Principal.
- 4.1.13 Obsolescence Clause - In the course of maintenance, if the failure of defective unit / assembly necessitates replacement, and the same type / capacity of unit / assembly is not available due to technological obsolescence, and which results in replacement of a higher type / capacity, such replacement will be treated as a part of maintenance work and no extra cost will be paid for the same. And such replacements will be carried out with prior approval of the Principal/ STC/KGP.
- 4.1.14 Any software problem noticed in the Simulator system during the period of contract is to be attended by the contractor for early rectification of the system under the scope of AMC.
- 4.1.15 All hardware software and spares for Simulation system are to be maintained by the contractor. If any system software gets corrupted the contractor will do necessary replacement. The contractor shall ensure software and data backups of all installed disks in spare disks and hand over backup disks as the spare backups of system. Tapes / HDDs for backup purposes will be arranged by the contractor and the same will become the property of Railway and the same are to be kept in Simulator Building. Modification / rectification in any of the software and hardware, required if any, for up-gradation of the system etc., the contractor has to do so without any additional charge

## **4.2 Commercial Terms and Conditions:-**

- 4.2.1 Applicability of Penalty: - A period of 07 days from the commencement of this contract is awarded to mobilise and organise its spares and support services before application of penalties for down time.
- 4.2.2 Terms of Payment:- The annual value of contract shall be paid in four equal instalments through Bank after adjusting i) Penalty amount due, if any, during the quarter.  
ii) Other duties, if any, after the end of quarter to which the payment relates.
- 4.2.3 Arbitration Clause - As per item no. 64 of Railway's General Conditions of Contract (GCC), January 2001
- 4.2.4 Bill-Passing authority - The bill-passing officer is the Principal, Supervisors' Training Centre, South Eastern Railway, Kharagpur. Sales Tax Clearance Certificate should be submitted along with the bill.
- 4.2.5 Bill-Paying Authority – The bill-paying authority is the Dy. FA & CAO(WS), South Eastern Railway, Kharagpur Workshops.

- 4.2.6 Expenditure involved if any, for taking any sort of assistance from OEM including all software along with source code for application package etc. will be borne by the contractor .
- 4.2.7 Tenderer shall furnish Particulars of all existing computer/ server maintenance works on hand with the present progress and balance works to be executed with expected date of completion as per
- 4.2.8 Tenderer who have experience in similar type of work with established set-up, plant and machinery should indicate their previous experience and furnish proof thereof.
- 4.2.9 If the work is cancelled before the commencement or is terminated during execution in accordance with the conditions prescribed in the South Eastern Railway, GCC & SS 1994, Vol-II with correction slip up-to-date, the Railway Administration reserves the right to invite fresh tenders for the whole or any portion of work.
- 4.2.10 Tenderer whose tender has been accepted shall be required to appear at the office of the Principal in person or in case of a firm or corporation, a duly authorised representative shall so appear and execute the contract after the LOA has been awarded to him / them. Failure to do so shall constitute a breach of agreement by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall be forfeited without prejudice to any other rights or remedies.

**PART-II**  
**Chapter - V**

**SCHEDULE OF QUANTITY AND PRICE.**

Sl. No.	Description of work	Quantity	Duration	Unit Rate per year	Total cost (Rs).
1	Comprehensive Annual Maintenance-“Full service maintenance agreements” of Diesel Locomotive Train Driving Simulator (TDS) supplied by M/s GEMCO/ Australia at Supervisors’ Training Centre, South Eastern Railway, Kharagpur.	One (01) Set	Two (02) years		

**NOTE:**

- a) Rates should be inclusive of all taxes.
- b) The contractor should quote rate both in words and figure.
- c) In case of any variation in rate, Total amount quoted in words will be treated as final.

**Principal,  
Supervisors’ Training Centre,  
South Eastern Railway, Kharagpur,  
for & on behalf of the President of  
India.**

The above conditions are read, understood and accepted by me / us.

Signature of tenderer

**PART-III**  
**PROFORMA ANNEXURES**

South Eastern Railway

PROFORMA - I

1. Full name of the Tenderer / Contractor firm and year of establishment :
2. Registered Head Office's address. :
3. Branch Office in Kolkata, if any :
4. Constitution of firm (give full details including copies of memorandum & Articles of Association, Registered Partnership deed and power of Attorney holders etc.). :
5. Particulars of Registration with Govt., Semi-Govt. Organisation, Public sector undertaking and Local bodies etc. :

Principal  
Supervisors' Training Centre,  
South Eastern Railway. Kharagpur

Signature of the Tenderer (s)

South Eastern RailwayPROFORMA-II

**Details of Simulator Maintenance Works Costing Rs. 18 Lakhs and above carried out in the last three Financial Years**

SRL. NO.	NAME OF WORK	PLACE	AGREEMENT REFERENCE	COST IN RUPEES	DURATION OF WORK
1	2	3	4	5	6

Signature of the Tenderer (s)

South Eastern RailwayPROFORMA-III

**Details of all Individual Computer/ Server Maintenance Works under execution:**

SRL. NO.	NAME OF WORK	PLACE	AGREEMENT REFERENCE	COST IN RUPEES	DATE OF COMPLETION
1	2	3	4	5	6

Signature of the Tenderer (s)

**CONFIGURATION OF DIESEL LOCOMOTIVE TRAIN DRIVING SIMULATOR AT SUPERVISORS' TRAINING CENTRE, SOUTH EASTERN RAILWAY, KHARAGPUR.**

**1.0. COMPUTER SUB SYSTEM:**

**1.1. Simulation Modelling Computer**

The Simulation Modelling Computer consists of a HP 9000 712/80 Workstation containing the following:

- 32 MB RAM
- 1.2 GB Hard Disk Drive or higher
- 3.5" Floppy Disk Drive
- 1 Serial and 1 Parallel Port
- Second LAN AUI and Serial Port Card

**1.2. Display Equipment**

The Display Unit consists of the following:

- 2 X HP Envisex A Series X-Stations
- 1 X ViewSonic 21PS Colour Monitor
- 1 X ViewSonic 17GS Colour Monitor
- 2 X ViewSonic 17PS Colour Monitor
- Altinex DA1912SX Distribution Amplifier

**1.3. Peripheral Equipment**

The Peripheral Equipment consists of the following:

- Magnum One Port Ethernet Transceiver
- HP 28641B One Port Ethernet Transceiver
- HP A2274A 2 GB DDS Format Tape Drive
- HP 2800 Colour Inkjet Printer
- NetComm PM2100 Modern
- Serve View Keyboard Controlled Switch

**2.0 VISION SUB-SYSTEM:**

The Vision Sub System consists of the following:

- Silicon Graphics INDY Workstation  
(with Indy Video and Cosmo Compress Cards)
- 4 x 9.09 GB or higher SCSI Hard Disk Drives in disk station
- Digital DLT4000 20GB Tape Drive
- BARCO Video Projector/ LCD Projector
- Projection Screen:  
MW Parabolic 100 inch screen and mirror assembly
- Projector Remote Control Unit
- Panasonic WV-CM 1450 CCTV Monitor
- Panasonic CCTV Camera
- Scan Doubler

### 3.0 INPUT/OUTPUT SUB-SYSTEM:

**The following paragraphs describe the I/O sub-system hardware in its main functional groups:**

#### 3.1 I/O Controller

The I/O Controller consists of an APC PC406 19 inch rack mount industrial PC containing the following:

- ASC486 33 MHZ single board CPU with 4 MB RAM
- TVGA 9000C VGA Graphic Adapter Card
- 14 Slot Back plane

#### 3.2 I/O Interface Cards with I/O Controller

The following interface cards (manufacturer Keithley Metrabyte) are installed within the I/O Controller:

- 2X PIO-321N cards providing 64 digital inputs
- 1X PIO-24 cards providing 48 digital outputs
- 1X DAS-08 card providing 08 analogue inputs
- 1X DAS-06 card providing 06 analogue outputs
- 2X ESH-88 cards providing 16 stepper outputs

#### 3.3 I/O Interface – Equipment Cabinet

The equipment cabinet contains the following:

- 1 X SSIO – 24 cards (manufacturer Keithley Metrabyte) fitted with ODC5 DC output modules
- DC supplies to power the I/O devices:
  - + 5 V DC
  - + 24 V DC

#### 3.4 Stepper Driver Cabinet

The stepper Driver Cabinet contains:

- 14 Stepper Motor Driver modules, which convert the output signals from the I/O Controller ESH-88 cards into signals which can be used by the stepper motors.
- + 24 V DC Power Supply which provides power to the stepper driver modules.
- Switching Relay K3, which switches 70 V DC to trip the Ground Fault Relay.

#### 3.5 Cab I/O Devices

Some I/O devices of Diesel Locomotive have been modified to facilitate interface to the I/O sub-system. These are listed as follows:

- Devices Mechanically Converted for Analogue Inputs
  - SA-9 Valve
  - A-9 Valve
  - HS-4 Valve
- Devices Mechanically Converted for Digital Inputs
  - MU-2B Valve
  - Emergency Brake Valve
  - A-9 Cutout Cock
  - SA-9 Cutout CockHorn # 1 Valve and Cutout Cock

Horn # 2 Valve and Cutout Cock  
¾ inch cut out cock

- Devices Mechanically Converted for Stepper Motor Outputs

Brake Cylinder Pressure Gauge (1)  
Brake Cylinder Pressure Gauge (2)  
Brake Pipe Pressure Gauge  
Feed Pipe Pressure Gauge  
Main Reservoir Pressure Gauge  
Vacuum Train Pipe Gauge  
Vacuum Reservoir Gauge  
Vacuum Pipe Control Reservoir Gauge  
Control Reservoir Gauge No.1  
Air Flow Indicator for BP  
IRS Vacuum Gauge  
Speedometer  
Notch Repeater

- Lamps

The various indicator lamps have had globes installed to suit the I/O sub-system.

#### **4.0 AUDIO SUB-SYSTEM:**

The Audio sub-system consists of the following:

- Audio Controller consisting of an APS PC-406 19 inch rack mount industrial PC containing following:
  - ASC 486 33 MHZ single board CPU with 4 MB RAM
  - TVGA 9000C VGA graphics adaptor card
  - PC Ethernet Card for Boot ROMs
  - 6 slot back plane
- 1 GB SCSI Hard Disk Drive
- MPU-401 MIDI Interface Card
- MPU-IPC-T MIDI processing unit
- Roland S-760 digital audio sampler
- 2X Peavey audio amplifier
- 2X BOSE AM3 Speaker Sets

#### **4.1 COMMUNICATIONS SUB-SYSTEM:**

The Intercom equipment consists of the following:

- Panel contains a volume control for the two loudspeakers
- Microphone with PTT Button
- Intercom Microphone
- Microphone mounted in the cab, which is live except when the instructor uses the PTT Button.

#### **5.0 POWER SUPPLY SYSTEM:**

- \* Power Conditioner
- 5 KVA 1 hour backup main UPS with one set (15 nos. each) of 12 volt battery.
- 1 KVA UPS in the equipment cabinet.

**South Eastern Railway**  
**PREVENTIVE MAINTENANCE SCHEDULE OF SIMULATOR**

**1. Weekly Maintenance:-**

Sl. No.	Equipment	Scheduled Maintenance Task	Action Taken
1	Driver's Cab	<ul style="list-style-type: none"> <li>•1 Clean the cab front and side window.</li> <li>•2 Clean and dust the overhead console, driver's console and engine panel as required.</li> </ul>	
2	Driver's Train Performance Display	<p>With the power to the Unit OFF</p> <ul style="list-style-type: none"> <li>•3 Dust the screen, If there are marks that cannot be removed by dusting use cleaning cloths then wipe with a dry cloth.</li> <li>•4 Clean the unit housing.</li> </ul>	
3	Instructor's Console displays	<p>With the power to the unit OFF (Instructor's console circuit breakers OFF)</p> <ul style="list-style-type: none"> <li>•5 Dust the screen, If there are marks that cannot be removed by dusting use cleaning cloths then wipe with a dry cloth.</li> <li>•6 Clean the unit housing.</li> </ul>	
4	Tape Drive	<p>With the power to the unit ON (Computer Cabinet circuit breaker ON)</p> <ul style="list-style-type: none"> <li>•7 Check the LED indicators of both the HP and DLT tape drives. Clean the tape heads using cleaning tape if required.</li> <li>•8 Adopt correct cleaning procedure for HP tape drive and DLT tape drive mention in product manual.</li> </ul>	
5	Computer Room	Clean and dust all surfaces as required. Adjust air conditioning such as to eliminate incidences of condensation or overheating within electrical cabinets.	
6	Audio Editing System	Clean and dust all surfaces as required.	
7	Class Room Display System	Cleaning and dusting of all surfaces including Lens of LCD projector.	

**2. Monthly maintenance:-**

Sl. No.	Equipment	Scheduled Maintenance Task	Action Taken
1	Projector	With power to the unit OFF. <ul style="list-style-type: none"> <li>•9 Dust the lenses.</li> <li>•10 Clean the unit housing.</li> </ul> Note: Touching the lens should be avoided. Damp cloths detergents or solvents should not be used.	
2	Mirror	<ul style="list-style-type: none"> <li>•11 Dust the mirror surface with low pressure air.</li> </ul> Note: Mirror surface is very fragile and must be treated with care. Touching the mirror surface should be avoided.	
3	CCTV Camera	With power to the unit OFF. <ul style="list-style-type: none"> <li>•12 Dust the lens. If there are marks that cannot be removed by dusting, use a cloth dampened with methylated spirit.</li> <li>•13 Clean the unit housing.</li> </ul>	
4	Printer	Check the platen and pinch rollers for ink accumulation. Clean as necessary.	
5	Air filters	With power to all equipment OFF. <ul style="list-style-type: none"> <li>•14 Remove and inspect the air filters of the equipment listed below.</li> <li>•15 If required wash the filters in warm soapy water and allow to dry thoroughly.</li> <li>•16 Refit the filters back at the appropriate location. Filters on the following equipment require cleaning.</li> <li>•17 Computer cabinet, side panel fan assembly, HDD unit, Equipment cabinet, side panel fan assembly.</li> <li>•18 I/O and Audio PC's.</li> </ul> Note: If however a particular filter shows signs of wear or cannot be suitably cleaned, it should be replaced.	
6	Fans	Check that all fans are operating on the following equipment: * Scan double, Projector, HP712, Indy (Silicon Graphics), I/O and Audio PC's, Equipment and Computer cabinets.	
7	HP work station	Perform Software Data backup as detailed in Maintenance procedure MP001.	
8	UPS	<ul style="list-style-type: none"> <li>•Test the UPS battery capacity under load carrying out the testing procedure as mentioned in the maintenance manual</li> <li>•Confirm battery capacity is not less than 60%.</li> <li>•Test the UPS inverter and shutdown operation by carrying out the testing procedure as mentioned in the maintenance manual.</li> </ul>	

## 3. Quarterly Maintenance:-

Sl. No.	Equipment	Scheduled Maintenance Task	Action Taken
1	Drivers console	Equipment Vacuum cleaner with brush attachment. Method With power to all equipment OFF •22 Open the drivers console rear access cover. •23 Use vacuum cleaner to clean area within the console. Care should be taken not to damage wiring looms and exposed equipment parts. •24 Replace the console access covers.	
2	Equipment cabinet DC power supplies	Test Equipment •25 Digital multimeter Method With power to the I/O system (Power Distribution panel in Computer cabinet circuit breaker closed) •26 Measure the power supply voltages and adjust if required. The voltages should be measured between GND terminal and relevant supply terminals; the required adjustment ranges are listed below. Supply Number Allowable range PSU1 +24 VDC +/- 1V PSU2 +5 VDC +/- 0.2V PSU3 +12 VDC +/- 0.5V	
3	Steeper motor driver cabinet DC power supply	Test Equipment •27 Digital multimeter Method With power to the cab mock-up ON Measure the power supply voltages and adjust if required. The required range is as below. Supply Number Allowable range PSU1 +24 VDC +/- 1V	
4	Wiring cabling Inspection	Perform wiring/cabling inspection as detailed in maintenance procedure manual (MP002).	
5	Gauge and controller calibration	Check calibration of gauges and controllers as detailed in maintenance manual (MP002). If required, re-calibrate devices as detailed in the procedure.	
6	HP workstation	Perform software full backup as detailed in maintenance manual (MP001).	
7	LCD Projector(Class Room)	Check working hours of lamp. Cleaning and replacement of filter (if required) and dusting of all surfaces other equipments including Lens of LCD projector after completion on every 300 hrs.	