

NORTH EASTERN RAILWAY

(MECHANICAL DEPARTMENT)

Tender No: M/246/1/15/Comp./OT/05

Due on: 10.03.2015

TENDER DOCUMENT

Work : **COMPREHENSIVE AMC OF COMPUTERS, PRINTERS, UPS & FAX MACHINES AND CARTRIDGE REFILLING WORK**

Place of work : MECHANICAL WORKSHOP IZATNAGAR

Date of opening tender : 10.03.2015 at 15.30 PM

Last date of submission of tender : 10.03.2015 at 15.00 PM

Cost of tender document : Rs. 1000/-

Issued to : M/s

.....

S.No.:

Cash receipt no.....

**Office of the Chief Workshop Manager
Mechanical Workshop
IZATNAGAR
Phone/FaxNo.0581-2410547/2410960
(For and on behalf of President of India)**

TENDERERS TO PLEASE NOTE:

1. Tender document must be returned in original, duly signed and stamped on each page by the tenderer with the offer.
2. Tender form is not transferable/returnable.

Signature of contractor
Seal

N. E. RAILWAY

(A) TENDER NOTICE No. - M/246/1/15/Comp./OT/05 Due on: 10.03.2015

Works Manager, N.E.Rly. Mechanical Workshop, Izatnagar for and on behalf of president of India invites open tenders in sealed cover on the prescribed forms from experienced, established and capable contractors/firms for the following work:-

Name of Work: Comprehensive AMC of Computers, Printers, UPS & fax machines and cartridge refilling work.

Tender Form sale: The tender document can be obtained from CWM Office, Mechanical Workshop, Izatnagar, Bareilly - 243122 during office working hrs. The tender documents are also available on website at **www.ner.indianrailways.gov.in** & **www.tenders.gov.in** in PDF format. The tenderers who prefer to download and submit tender will have to furnish two separate DDs, one towards EMD and other for the cost of tender document (Non refundable) in favour of FA&CAO, N.E. Railway, Gorakhpur.

Tender document available for sale from:	09.02.2015
Tender document sale up to :	10.03.2015 up to 11.00 hrs.
Tender document submission up to	10.03.2015 at 15 .00 hrs.
Tender opening at	10.03.2015 at 15.30 hrs.
Venue of Tender submission and Tender opening	CWM Office Mech. Workshop, Izatnagar

Approx. cost : Rs. 2,16,150/- (Rs. Two Lakh Sixteen thousand one hundred fifty)

Cost of T/Doc. : The tender document can be obtained, on payment of Rs. 1000/- (Non-refundable) in cash or by sending Rs.1500/- by M.O. to get by registered post. But Railway will not be responsible for any delay. In case of any difference between Hindi/English versions, English version will be acceptable.

Earnest Money : **Rs. 4323/- (Rs. Four thousand three hundred twenty three only)**

The tender must be submitted along with prescribed amount of earnest money as mentioned above in acceptable form as mentioned in the tender documents. Tender received without the prescribed amount of earnest money, is liable to be summarily rejected. Tender is not transferable. Earnest Money should be drawn in favour of "FA & CAO/N.E.Rly, Gorakhpur".

Completion period : 01 Year

Validity of offers : 120 days.

**Works Manager/Plant,
For Chief Workshop Manager, Izatnagar
For and on behalf of President of India**

Signature of contractor
Seal

पूर्वोत्तर रेलवे

(A) निविदा सूचना सं०: या/301/इज्जत0 कार0/ओटी/05 डिडु आन दिनांक 10.03.2015

राष्ट्रपति भारत सरकार की ओर से कार्यपालक कार्य प्रबन्धक, / प्लांट, यांत्रिक कारखाना, पूर्वोत्तर रेलवे इज्जतनगर (बरेली) द्वारा नीचे लिखे कार्य के लिये खुली मुहरबन्द निविदा दिये गये मापदण्डों को पूरा करने वाले निविदाकारों/फर्मों से आमंत्रित की जाती हैं:-

कार्य का नाम - कम्प्यूटर, प्रिन्टर, यूपीएस एवं फैक्स मशीन का कम्प्रिहेन्सिव वार्षिक अनुरक्षण तथा कार्टिज रिफिलिंग कार्य।

टेण्डर फार्म विक्रय - निविदा प्रपत्र मु0का0प्रब0 कार्यालय, यांत्रिक कारखाना, इज्जत नगर, बरेली से कार्यालय के कार्य घंटों के मध्य प्राप्त किये जा सकते हैं। निविदा प्रपत्र www.ner.indianrailways.gov.in & <http://www.tenders.gov.in> पर भी पीडीएफ प्रारूप में उपलब्ध है। निविदादाता जो निविदा प्रपत्र को डाउनलोड कर निविदा जमा करना चाहते हैं उनके द्वारा निविदा प्रपत्र के साथ दो बैंक ड्राफ्ट - एक धरोहर राशि का एवं दूसरा निविदा प्रपत्र का (नान रिफन्डेबल) संलग्न किया जाना अनिवार्य है जो विसमुलेधि/पूर्वोत्तर रेलवे, गोरखपुर के पक्ष में भुगतानित होना चाहिये।

निविदा प्रपत्र विक्रय हेतु उपलब्ध:	दिनांक 09.02.2015 से
निविदा प्रपत्र विक्रय की अन्तिम तारीख तथा समय	दिनांक 10.03.2015 को 11.00 बजे तक
निविदा प्रपत्र जमा करने करने की अन्तिम तिथि एवं समय	दिनांक 10.03.2015 को 15.00 बजे तक
निविदा खुलने की तिथि एवं समय	दिनांक 10.03.2015 को 15.30 बजे
निविदा प्रपत्र जमा करने एवं निविदा खुलने का स्थान	मु0का0प्रब0 कार्यालय, यांत्रिक कारखाना, इज्जत नगर, बरेली।

अनुमानित मूल्य - ₹0 216150/- (₹0 दो लाख सोलह हजार एक सौ पचास ₹0)

निविदा प्रपत्र का मूल्य - निविदा प्रपत्र मु0का0प्र0 कार्यालय, यांत्रिक कारखाना, इज्जत नगर, बरेली से ₹0 1000/- (नॉन रिफन्डेबल) नकद भुगतान कर अथवा मनीआर्डर द्वारा ₹0 1,500/- भेजकर रजिस्टर्ड पोस्ट से प्राप्त किया जा सकता है। किन्तु रेलवे किसी भी देशी के लिये जिम्मेदार नहीं होगी। हिन्दी एवं अंग्रेजी अनुवाद में अन्तर होने की दशा में अंग्रेजी अनुवाद स्वीकार्य होगा।

धरोहर राशि - ₹0 4323/- (चार हजार तीन सौ तेईस मात्र)

निविदा के साथ उपरोक्तानुसार निर्धारित धरोहर राशि स्वीकार्य योग्य माध्यमों से जैसा कि निविदाप्रपत्रों में दर्शाया गया है जमा करना अनिवार्य है। बिना धरोहर राशि के साथ प्राप्त निविदाओं पर विचार न करते हुए उन्हें निरस्त माना जायेगा। निविदा स्थानान्तरणीय नहीं है। धरोहर राशि विसमुलेधि/पूर्वोत्तर रेलवे, गोरखपुर के पक्ष में भुगतानित होना चाहिये।

कार्य अवधि - एक वर्ष
ऑफर की वैधता - 120 दिन

कार्य प्रबन्धक /प्लांट
कृते मुख्य कारखाना प्रबन्धक,
इज्जतनगर
(भारत के राष्ट्रपति की ओर से)

Signature of contractor
Seal

NORTH EASTERN RAILWAY

(A) TENDER FORM (First Sheet)

Tender No. : **M/301/IZNS/ OT- 5 Due on 10.03.2015**
Name of Work : **Comprehensive AMC of Computers, Printers, UPS & fax machines and cartridge refilling work**

To,

Works Manager/Plant
Mechanical Workshop, N.E. Railway,
Izatnagar acting through
The President of India.

1. I/we.....have read the various conditions to tender attached here to and agree to abide by the said conditions to purchase, transport and remove the industrial waste of Mechanical Workshop, Izatnagar at the rates mentioned in schedule here to annex. I/we also agree to keep this open for acceptance for a period of 120 days from the date fixed for opening and the same and in default thereof, I/we will be liable for forfeiture of by/our earnest money. I/we offer to do the work for N.E. Railway at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within 24 months from the date of issue of the letter of acceptance of the tender.
2. I/we also hereby agree to abide by the general conditions of contract corrected up to printed/advance correction slip no.....dated.....and to carry out the according to the special condition of the contract and specifications of the materials and work as laid down by Railway in the annexed. Special conditions/specifications and theRailway works hand book part will corrected up to printed/ advance correction slip no.....dated.....Sanitary work hand book corrected up to printed/advance correction slip no..... dated.....Schedule of rates part-II corrected up to printed/advance correction slip no.....dated.....for the present contract.
3. A sum of Rs.is herewith forwarded as earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other right or remedies in case my/our tender is accepted and if :-
 - (a) I/we do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready, and
 - (b) I/we do not commence the work within fifteen days after receipt of orders to the effect.
4. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

(Signature of Tenderer(s))
Address of the Tenderer(s)

Date

Signature of witness:

1.....
.....
2.....

Signature of contractor
Seal

TENDER FORM (Second Sheet)

1.0 Instructions To Tenders and Conditions of Tender : The following documents form part of Tender /Contract :

- (a) Tender forms – First Sheet and Second Sheet
- (b) General Conditions of Contract
- (c) Special Conditions/Specifications (enclosed)
- (d) Scope of work (enclosed)
- (E) Offer sheet

2.0 Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.

3.0 The works are required to be completed within a period of Twelve (12) months from the date of issue of acceptance letter.

4.0 Earnest Money :

- (a) The tender must be accompanied by a sum of Rs. 4,323/- as earnest money deposited in cash or in any of the forms as mentioned in 'Regulations For Tenders And Contracts' for the guidance of the Engineers and Contractors, failing which the tender will not be considered.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 120 days from the date of opening of the Tender. It is understood that the tender documents have been sold/ issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Workshop Manager, Dy. Chief Mechanical Engineer(Production) Works Manager of N.E.Railway Railway, Mechanical Worskhop Izatnagar should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.
- (c) If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited, if the Tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- (d) 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.

5.0 Rights Of The Railway To Deal With Tender : The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderers(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

6.0 If the tenderer(s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.

7.0 If the tenderer(s) expires after the submission of his / their tender or after the acceptance of his their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

8.0 Experience Criteria: (Tenderer who does not fulfill these criteria will be liable to be rejected.)

Tenderer(s) should have previous experience of annual maintenance contract (AMC) of computers with in last three financial year & current year and should have executed such work in Railways / PSUS / other Govt./ Semi Govt. agencies.

8.1 The tenderer(s) should attach documentary proof of annual maintenance contract of computer duly verified by concerning department.

8.2 *Photo copy of Service Tax registration, Sale tax registration and Pan Card registration should be attached along with tender document.*

**** If required documents of Para 8.1 and 8.2 are not attached with tender document, offer will be liable to reject.*** Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

Signature of contractor
Seal

- 9.0 Tender must be enclosed in a sealed cover, superscripted “Tender No. **M/301/IZNS/OT- 5 Due on 10.03.2015** ” and must be sent by registered post to the address of Chief Workshop Manager, N.E.Railway, Izzatnagar, Bareilly-243122 so as to reach this office not later than 15.00 hrs. on the 10.03.2015 or deposited in the special box No. 1 allotted for the purpose in the office of Chief Workshop Manager, N.E.Railway, Izzatnagar, Bareilly. This Special box will be sealed at 15.00 hours on 10.03.2015. The tender will be opened at 15.30 hrs. on the same day. The tender papers will not be sold after 13.00 hours on 10.03.2015.
- 10.0 **Execution Of Contract Documents :** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Worsk Manager/Plant, N.E.Railway, Mechanical Workshop, Izzatnagar, Bareilly for carrying out the work according to General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected upto latest Correction Slips, mentioned in tender form (First Sheet).
- 11.0 **Partnership Deeds, Power Of Attorney Etc. :** The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed alongwith the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed alongwith tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
- 12.0 The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorising him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
- 13.0 **Employment/Partnership etc. of retired Railway Employees:**
- (a) Should a tenderer be a retired engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted Officer as aforesaid, or should a tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors or should a tenderer have in his employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the tenderer or the Engineer or Officer, as the case may be from the President of India or any officer, duly authorised by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.
- (b) Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the Engineering or any other department of the N.E.Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in Clause 62 of the General Conditions of Contract.

Date _____

Signature of Tenderer(s)

Signature of contractor
Seal

STANDARD GENERAL CONDITIONS OF CONTRACT

- 1.0 The Tender in general, shall be governed by the North Eastern Railway, General Conditions of Contract May-1999 or latest version / latest correction slips. The 'Engineer' as defined in clause 1.2 (e) under Part-I (Meaning of Terms) of General Conditions of Contract shall also mean C.W.M/ Dy.C.M.E.(Production)/ Works Manager(Plant)/A.W.M.(C&W)/A.C.M.T. of Mechanical Workshop, N.E. Railway.
- 2.0 **Execution Co-Relation and Intent Of Contract Documents:** The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
- 3.0 **Law Governing the Contract :** The contract shall be governed by the law for the time being in force in the Republic of India.
- 4.0 **Assignment or Subletting of Contract :** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract under Clause- 62 of these Conditions and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.
- 5.0 **Representation On Works :** The Contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision
- 6.0 **Security Deposit :** The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the Security Deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 6.1 Unless otherwise specified in the Special Conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under :
- (a) Security Deposit for each work should be 5% of the contract value,
 - (b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered,
 - (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit. Security Deposit shall be returned to the contractor after the expiry of the maintenance period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of 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 issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.

Signature of contractor
Seal

Note -

- (i) After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of contracts of value Rs. 50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

6.2 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause (1) of this clause will be payable with interest accrued thereon.

7.0 Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below :

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and 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 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
 - (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (vi) A Deposit in the Post Office Saving Bank;
 - (vii) A Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR 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 upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bi II 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.

Signature of contractor
Seal

- (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.

8.0 Force Majeure Clause : If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

9.0 Contractor's Understanding : It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

10.0 Commencement Of Works : The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay

11.0 Suspension Lasting More Than 3 Months : If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the Railway.

12.0 Right Of Railway To Determine The Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.

13.0 Railway Passes and Accommodation: Railway passes or concession tickets for men and material will not be granted to the successful tenderer under any circumstances. The contractor shall have to make his own arrangements for his staff, material, tools, machinery etc.

14.0 STUDY OF LOCAL CONDITIONS:

14.1 The tenderer/s is advised to visit the site of work and investigate the actual conditions of works. The scope of work should also be examined before formulating the rates for complete items of work.

14.2 The contractor shall work in co-ordination with the departmental staff for the execution of the work.

15.0 PERIOD OF COMPLETION:

15.1 The entire work is required to be completed in all respect within specified period as laid down in the contract agreement. The contractors will be required to maintain steady and required progress to the satisfactions of the execution authority to ensure that the work will be completed in all respects within the

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stipulated period failing which action may be taken by the Railway Administration as per the clauses stipulated in "General Conditions of Contract 1999 or latest version / latest correction slips issued".

16.0 **INSPECTION**

16.1 Inspection and verification of maintenance of computers, Printers, UPS & fax machines and cartridge refilling work will be done by SSE/Computer Cell as per the satisfaction of the user of these articles.

16.2 Scheduled visit of contractor's authorized worker will be ensured by SSE/Computer Cell.

17.0 The contractor shall not be entitled to make any claim, whatever against Railway under or by virtue of or arising out of the contract after he/they shall have signed a 'NO CLAIM' certificate in favour of Railways, in such form as shall be required by the Railway, after the work is finally executed.

18.0 **Right of the Railway to deal with tenders:**

18.1 The Railways reserve the right to accept in full/ a part thereof/ reject the tender without assigning any reasons.

19.0 **Arbitration:-**

In the event of any question, dispute or difference arising under these conditions of or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions the same shall be referred to the sole arbitration of gazetted Railway Officer appointed to be the arbitrator , by the General Manager. If, however the arbitrator is Railway servant, he will not be one those who has an opportunity to deal with matter to which the contract relates or who in the course of their duties as railway servants have expressed view on all or any of the matters under dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

20.0 **Court Jurisdiction:**

All disputes shall be under Bareilly Jurisdiction only.

21.0 **Determination of Contract:-**

Without prejudice to the foregoing it is reiterated that the Railway shall have the right to determining the contract in terms of clause 60 and 61 of G.C.C.of N.E.Railway, in addition to exercising all the right reserve to it there under.

22.0 **Execution of Work:-**

All works must be carried out strictly in accordance with the schedule of work, standard drawings and specifications and should conform to the provisions of Railway Manual and schedule of dimensions where such are applicable.

22.1 The contractor shall be liable to render full accountal for the materials issued by the Railway, If any quantity or the Railway materials is consumed in excess or wasted or damaged or lost or otherwise not satisfactorily accounted for, recovery shall be made from the contractor at twice the market rate of the material prevailing at the time of last issue of the material.

22.2 The variation of quantity of work upto 25 % shall in no degree affect the validity of the contract and shall be performed by the contractor as provided therein and be subject to the same conditions, stipulations and obligations originally included shall be calculated in accordance with the adopted rates of the schedule.

22.3 In the event of any reduction quality of work to be executed for any reason what so ever the contractor shall not be entitled to any compensation but shall be paid only for the actual amount of work done in accordance with the accepted rate of schedule.

23.0 The contractor shall take proper written acknowledgement from the Engineer's representative for all the materials returned by him.

24.0 Contractor personnel will follow all security procedures as prescribed by CWM, Mech. Workshop, N.E.Railway Izzatnagar Bareilly. Taking out system from workshop campus is not allowed.

WM (Plant)
Mechanical Workshop/N.E.R./Izzatnagar
For & behalf of the President of India

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(C) Special condition of Contract

1.0 Maintenance:

- 2.0 Tenderer will provide prime shift maintenance service (9.00 AM to 05.00 PM Monday to Friday & 08.00 AM to 01.00PM on Saturday) to keep the said equipment in good and efficient working order as per scope of work. The reaction time to attend a Break down will be 12 (twelve) hours on all the preventive and corrective maintenance and includes carrying out the necessary repairs and providing & fitting of the replacement parts as required. Replaced part will become the property of the Mechanical Workshop Izatnagar. In case Tenderer fails to set right the problem within 24 hours, substitute system will be provided by Tenderer. . In case of any failure in doing so an amount of Rs. 500/- per day will be deducted from the payment.
- 3.0 During currency of contract minimum one certified residential service engineer will be deputed by the successful Tenderer to attend the complaints.
- 4.0 The comprehensive maintenance service includes replacement and repair of all kind of hardware and software items by the contractor on his own expenses under this agreement.
- 5.0 The Computer system are located at various offices/shop of CWM North Eastern Railway Mechanical, workshop Izatnagar and all the maintenance work shall have to be provided at site. The list of offices/Shops at IZN workshop will be provided to the successful contractor at the time of agreement.
- 6.0 The corrective maintenance shall be done by attending the faulty computers/printers/fax machines/UPS as soon as a call is made from the Railway to the Contractor/his residential service engineer. Such calls should be attended to within 12 hours from the receipt of the call or the next day morning before 10.00 a.m., if the call is made at the close of the day. A log book for this purpose shall be maintained by SSE/Computer cell and signed by the Contractor/representative in following format:

Sl.	Name of the office	Item	Nature of complaint	Date & Time of Receipt of Complaint	Date & Time of rectification of complaint	After complaint rectification		
						signature of user	Signature of SSE/Computer Cell/contractor	Sign. of the concerned Officer

The logbook shall contain the details of preventive/corrective maintenance checkups. SSE/computer cell shall put up this log book to officer of the workshop nominated to look after this work at regular intervals.

- 7.0 The repaired system according to configuration of set should be installed with the original equipment at the site without any delay.
- 8.0 In case contractor fails to repair any item to full satisfaction of North Eastern Railway workshop, Izatnagar within a reasonable time, the Railway shall have the liberty to get the same repaired by engaging any other agency as per the sole discretion of North Eastern Railway, at the risk and cost of the contractor, intimating the same to the contractor. Maintenance charges shall be recovered from the contractor over and above penalty charges applicable.
- 9.0 The North Eastern Railway reserves the right to add or withdraw any item/equipment to/from the maintenance for any reasons during the currency of contract for which there shall be a pro-rata adjustment in the maintenance charges on the basis of rates accepted as per "Scope of work.
- 10.0 The Contractor shall keep N.E. Railway harmless and indemnified against any action brought against it or any action of its employees, third party, etc on account of any damages, loss to property of injuries occurred during the course of carrying out the maintenance of the system.
- 11.0 The Railway reserves the right to terminate the contract forth with after giving seven days notice in case of unsatisfactory maintenance working or breach of any terms and conditions stipulated in the agreement, in terms of General Conditions of the Contract and **IRS Condition.**
- 12.0 Rates accepted against comprehensive annual maintenance contract of Comprehensive AMC of Computers, Printers, UPS & fax machines and cartridge refilling work shall be firm during the currency of the Contract period of "ONE YEAR" and not subject to any kind of price variation. These rates inclusive of all taxes and other expenses if any.
- 13.0 The personnel deputed by the Contractor will follow all security procedures as prescribed by the competent authority of Mechanical Workshop, N.E. Railway Izatnagar for entry of personnel or bringing into / taking out any material from Railway premises.

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- 14.0 Contractor will provide necessary assistance in upgradation of system Hardware & Software hereafter as and when required by North Eastern Railway. However the supplier shall provide the warranty on such upgrades. After the expiry of warranty the additional hardware may be included in AMC at mutually agreed terms on existing rates fixed under this contract.
- 15.0 The contractor & his residential service engineer shall remain at least one mobile phone for the above purpose.
- 16.0 Stamp duty whatever payable on this agreement shall be borne by the contractor.
- 17.0 The work will be done with the consultation of site in charge of Railway.
- 18.0 **Security of Materials:-**
Security of material supplied by contractor/ railway for the work shall be the contractor(s) responsibility and he shall arrange to guard the same from thefts by contractors or his labour. In the event of any loss, the contractor(s) shall be responsible for the same. No compensation will be allowed to contractor for his plant or material loss or damaged by any cause whatsoever.
- 19.0 Till such time the work is completed and taken over by the Railway, the custody of the material used shall be responsibility of the contractor(s).
- 20.0 All the repair work will be done at site/ workshop premises. The asset repair outside the workshop campus will not be permitted.
- 21.0 **Period of Completion of the Work:-**
The entire work as per schedule should be completed within a period of one year from the date of issue of letter of acceptance except from any delays due to:-
- Non supply of materials by the Railway Administration, if any.
 - Decision not given by the Railway Administration of technical matters referred to by the contractor(s).
 - Hindrance creates by the contractor(s).
 - Due to any force major clause.
- 22.0 The delay in completion of works which is attributed by the contractor(s) to the Railway causes mentioned above should be advised in writing to the CWM, N.E. Railway or his nominated representative immediately by the contractor(s) for rectification/investigation. If such advice in written is not given, the delay will not be accepted by the Railway and no extension will be granted on this account.
- 23.0 **Mode of Payment:**
- (a) Payment shall be arranged quarterly through running bill. Accordingly 25 % payment of the total value of AMC of said items shall be made after complete comprehensive maintenance of assets covered under this contract, subject to the work done having been certified satisfactory and in accordance with the terms & conditions of the AMC by the nominated supervisor/SSE of Computer Cell. Quarterly payment will be made after completing of three numbers preventive maintenance and satisfactory breakdown visits of contractor's engineer.
- (b) Payment of cartridge refilling shall be arranged quarterly on the base of actual consumption through "On account bills". Bank account details with IFSC code etc will be submitted by the contractor for payment purpose. Paying authority will be Sr. A.F.A./workshop/N.E.Railway/Izatnagar.
- (c) All the bills & M.B. will be signed by AWM(Pd.)/IZNS or any other officer nominated by CWM/IZNS.
- 24.0 **PENALTY**
- (A) A penalty amount of 5% of the Annual Maintenance Contract value for one month shall be levied if there is default on preventive maintenance or corrective maintenance visits. The penalty for default on preventive maintenance visit will only be levied when there has been no visit for corrective maintenance during that fortnight or all the activities included in preventive maintenance have not been completed during corrective maintenance visit during that fortnight.
- (B) Penalty for not rectifying the defect within the 24 hours will be as following for 1st day to 15th day. The penalty charges shall be double from 16th day onwards: -
FOR PC/Fax Machines = Rs. 100/- (Rs. One hundred only) per day FOR Printers= Rs. 50/- per day for UPS= Rs. 50/-(Rs. Fifty only) per day.

Works Manager (Plant)
Mechanical workshop/NER/IZN
For & behalf of the President of India

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SCOPE OF WORK

Scope of work consists of following works:

A. Preventive Maintenance

Preventive maintenance of computers, printers, fax machines and UPS covered in this contract will be done by the contractor in each month. The total periodical maintenance are twelve numbers. In preventive maintenance all the hardware will be cleaned from dust, system will be scanned, cache memory will be cleared, virus definition will be updated, and electric connection will be checked. All the external & internal devices and software will be checked to keep system up to date and maintain in working condition.

B. Corrective Maintenance

1. During the currency of contract complete comprehensive maintenance service will be provided by the contractor for computers, printers, fax machines and UPS which are covered under this contract. Contractor will fully responsible for the hardware and software failures.
2. All the faulty parts of the articles covered in this contract (computers, printers, fax machines and UPS) internal as well as external such as mother board, hard disc, RAM, SMPS, key board, mouse, drum, PCR roller, Teflon, printer head, Battery of UPS, relay and other hardware etc. which are use in the computer, printers and faxes will be replaced by the contractor on their own expense. In any condition neither any part/charges of parts will be paid by the railways.
3. A register will be maintained for up keeping record of replaced parts by the contractor. All the old replaced parts will be sole property of the railway and returned by the contractor to the computer cell.
4. Contractor will ensure that replaced part should be of same configuration and supplied by the original equipment manufacturer (OEM). In case same configuration part is obsolete and out of market the part will be replaced with the compatible higher configuration hardware part supplied by the Original Equipment Manufacturer (OEM). In such cases a written declaration will be given by the contractor that the same configuration/ same capacity part is obsolete and out of market and after getting the written permission from the competent authority part will be replaced with higher configuration hardware. In any case lower configuration/capacity part/hardware installation is not acceptable.
5. In case railway may arrange the same configuration part the cost of the part will be bear by the Contractor and paid directly to the supplier otherwise the cost of the part will be deducted by the railway from contractors' bill.
6. All the corrupt software will be re-installed and upgrade with latest version by the contractor.
7. In case of Operating system failure the contractor will ensure that the backup of data will be handed over to the user before re-installation of Operating system.
8. Contractor will provided the data recovery services to the railway as and when required in case of data deletion due to hardware failure or due to any other cause.
9. Licensed version antivirus of reputed company such as quick heal / Kaspersky/Smyntac minimum validity upto the period of one year will be installed by the contractor in all the computers covered under this contract to prevent systems from viruses within 15 days from the start of work.
10. Contractor will ensure to keep update the latest version of definition of antivirus. Where internet facility is not available the antivirus will be updated after every 14 days by the contactor with the help of their own internet resources at site.

C- Cartridge Refilling

1. Ink cartridge will be refilled by the contractor as per the requirement.
2. The cartridge will be refilled with good quality toners as approved by the OEM/subject to satisfaction of railway.
3. For ink cartridge refilling work a nominated place will be provided to the contractor where contractor's service engineer can do refill work.
4. A record will be maintained by the contractor in this regard. All the details such as name/make of printer, location, the company of toner, quantity refilled etc. will be recorded. This record will be signed by the contractor/contractor's representative, user and the incharge of computer cell.
5. The payment of tone refilled subject to the satisfaction of user. In case user/incharge computer cell is not satisfied with the quality of print. The payment of cartridge refilled will be treated as null & void.

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OFFER SHEET

Name Of Work : Comprehensive AMC of Computers, Printers, UPS & fax machines and cartridge refilling work
Tender No. : M/301/IZNS/OT/05 Due 10.03.2015
Place of work : Mechanical Workshop, N.E.R./Izatnagar.
Estimated value : Rs. 216150=00
Period of work : One year from the date of commencement of work.
Name of the Firm : M/s.....
Allocation : 55-06-231-32

The Tenderers will quote their rates in the given columns.

S. No.	Particulars	No	Qty	AMC rate		Total Value	
				Per unit (Rs.) in figures	Per unit (Rs.) in words	Value in figures	Value in words
(A) A.M.C. charges per year/per item							
1	Computer	Lenovo	29	29			
2	PRINTER	HP Laser Jet 1007	17	19			
		HP Laser Jet 1020	02				
		Inkjet Printer	06	09			
		Dot Matrix Printer	02				
		Olivetti	01				
3.	UPS	Luminous	15	17			
		Uniline	02				
4	Fax Max	HP Fax	01	02			
		Canon Fax	01				
					G.Total Rs.		
(B) Cartridge refilling charges per unit							
5	Cartridge Refilling Work	HP Laser Jet Printer Cartridge (HP 88A/12A)	150	150			
					G.Total Rs.		

- The quantities shown in above Schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.
- All papers of tender schedule shall be returned in original by the tenderer duly signed and stamped on each page with their offer. Discount not allowed.
- All To and Fro, transportation, handling charges, spares, etc. will be at the risk and cost of the contractor.
- Above rates are inclusive of all taxes.

Dated _____

Signature of the Tenderer(s)

Signature of contractor
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