

**WALTAIR DIVISION-COMMERCIAL/ECOR
TENDER DOCUMENT**

Tender No: WCE_UTS_PRS_ATVM_CAMC_WAT

Closing Date/Time: 06/04/2022 11:00

Sr.DCM/WAT acting for and on behalf of The President of India invites E-Tenders against Tender No WCE_UTS_PRS_ATVM_CAMC_WAT Closing Date/Time 06/04/2022 11:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

Contractors are allowed to make payments against this tender towards tender document cost and earnest money only through only payment modes available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker cheque, Deposit receipts, FDR etc. are not allowed.

1. NIT HEADER

Name of Work	"Comprehensive Annual Maintenance Contract of PRS & UTS equipment's in waltair division for a period of 01 (One) year. Schedule of work for one year Thin Clients -BREEZE Make (ECT):-32 sets, Dumb Terminals - AOC Make: - 44 sets, Terminal Servers-Team Link Make: - 31 No's , ATVM KIOSKS -ADDSOFT Make: - 15 No's."		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Single Packet System
Tender Closing Date Time	06/04/2022 11:00	Date Time Of Uploading Tender	08/03/2022 19:31
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	464394.00	Tendering Section	COMMERCIAL
Bidding Style	Single Rate for Tender	Bidding Unit	Above/Below/Par
Earnest Money (Rs.)	9300.00	Validity of Offer (Days)	45
Tender Doc. Cost (Rs.)	1180.00	Period of Completion	12 Months
Contract Type	Service	Contract Category	Expenditure
Bidding Start Date	23/03/2022	Are Joint Venture (JV) firms allowed to bid	No
Ranking Order For Bids	Lowest to Highest	Expenditure Type	Revenue

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule A-Schedule							464394.00	
1	1	44.00	Set	2095.00	92180.00	AT Par	92180.00	
	Description:- Comprehensive Annual Maintenance of Dumb Terminals -AOC Make). Rate per Annum per set:Rs.2095/-							
2	2	32.00	Numbers	2331.00	74592.00	AT Par	74592.00	
	Description:- Comprehensive Annual Maintenance of Dumb Based Thin client -Breeze Make). Rate per Annum per set:Rs.2330.5/-							
3	3	31.00	Numbers	2962.00	91822.00	AT Par	91822.00	
	Description:- Comprehensive Annual Maintenance of Terminal Servers - Team link Make) Rate per Annum per set:Rs.2961.8/-							
4	4	15.00	Numbers	13720.00	205800.00	AT Par	205800.00	
	Description:- Comprehensive Annual Maintenance of ATVM KIOSKS -Add SOFT Make). Rate per Annum per set:Rs.13,720/-							

3. ITEM BREAKUP

No item break up added

4. ELIGIBILITY CONDITIONS

Special Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	"ELIGIBILITY CRITERIA for works costing above Rs.50 Lakhs is required and no eligibility criteria is required for the works costing up to Rs.50 lakhs. Since the value of the instant tender is less than Rs.50 lakhs therefore both technical and financial eligibility criteria is not required. Similar Nature of work: Not applicable, as instant tender value is less than 50 lacs.	No	No	Allowed (Mandatory)

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Tender No: WCE_UTS_PRS_ATVM_CAMC_WAT

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Submission of Document Verification Certificate

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please submit a certificate in the prescribed format (please download the format from the link given below) for verification / confirmation of the documents submitted for compliance of eligibility / qualifying criteria. Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer. (Click here to download the Format of Self Certificatio)	No	No	Allowed (Mandatory)

5. COMPLIANCE

Check Lst

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please refer Tender document.	No	No	Not Allowed

Commercial-Compliance

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Refer Tender document.	No	No	Allowed (Mandatory)
2	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	General instructions placed in tender document.	No	No	Not Allowed

Special Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Special conditions are placed in tender document	No	No	Not Allowed

Technical-Compliances

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Technical compliance are placed in tender document	No	No	Allowed (Mandatory)

Undertakings

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Refer tender document.	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	TenderDocument_2.pdf	Tender Document
2	FormatofAffidavitforCredentials.pdf	Affidavit

This tender complies with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017 and amendments/ revisions thereof.

**WALTAIR DIVISION-COMMERCIAL/ECOR
TENDER DOCUMENT**

Tender No: WCE_UTS_PRS_ATVM_CAMC_WAT

Closing Date/Time: 06/04/2022 11:00

As a Tender Inviting Authority, the undersigned has ensured that the issue of this tender does not violate provisions of GFR regarding procurement through GeM.

Signed By: GURUDAS SARKAR

Designation : ACM/G

INDEX**Name of the work:**

“Comprehensive Annual Maintenance Contract of PRS & UTS equipment's in waltair division for a period of 01 (One) year. Schedule of work for one year Thin Clients -BREEZE Make (ECT):-32 sets, Dumb Terminals - AOC Make: - 44 sets, Terminal Servers-Team Link Make: - 31 No's , ATVM KIOSKS - ADDSOFT Make: - 15 No's.”

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EAST COAST RAILWAY

Notice Inviting Tender

Tender Notice no.WCE/UTS/PRS/ATVM/CAMC/WAT/21.

For and on behalf of President of India, Senior Divisional Commercial Manager, East Coast Railway, Visakhapatnam-530004 invites sealed tenders in prescribed forms for the under mentioned work.

Item no	Name of the work	Tender value(Rs.)	EMD (Rs.)	Cost of Tender documents(Rs.)
1	2	3	4	5
1	"Comprehensive Annual Maintenance Contract of UTS, PRS & ATVM equipments in Waltair Division for a period of 01(one) year (Thin Clients –BREEZE Make (ECT):-32 sets, Dumb Terminals – AOC Make: - 44 sets, Terminal Servers-Team Link Make: - 31 No's , ATVM KIOSKs –ADDSOFT Make: - 15 No's.)	4,64,394/-	9300/-	1,180/-

The cost of tender document i.e Rs.1000/- (+) 18% GST (Rs.1180/-) and EMD charges of Rs.9300/-(Nine thousand and three hundred rupees only) shall be paid through online banking only. Online payment will be in favour of FA & CAO/ECOR/BBS at VSKP through (1) Central Bank of India A/c no.1258749606, IFSC code:CBIN0280824 (2) State Bank of India, A/c no. 10723954940, IFSC code: SBIN0001740.

Date and time of closing of tenders	At 11:00 hrs of 06.04.2022
Completion period	One year(01)

Tender will be opened through e-tendering and no manual tendering is permitted. The Tender documents will also be available in the website at <http://www.ireps.gov.in> and can be down loaded and used as Tender documents. In case of any discrepancy between the tender documents down loaded from internet and the master copy available in the office of the Sr.DCM/VSKP, the latter shall prevail and will be binding on the Tenders. No claim on this account will be entertained. The tenderers are required to watch the website for any corrigendum's issued subsequent to the uploading of the tender notices in the web site rejected. Railway Administration shall not be responsible for any delays/difficulties/inaccessibility of the down loading facility for any reason whatsoever.

The tenderers are required to observe the website to find ut any correction slips are issued subsequent to uploading of the tender and schedule.

1.Eligibility Criteria: - The tenderer who wish to participate in the tender should fulfill the "ELIGIBILITY CRITERIA".

"ELIGIBILITY CRITERIA for works costing above Rs.50 Lakhs is required and no eligibility criteria is required for the works costing up to Rs.50 lakhs. Since the value of the instant tender is less than Rs.50 lakhs therefore both technical and financial eligibility criteria is not required.

Similar Nature of work: Not applicable, as instant tender value is less than 50 lacs.

All General Contract Conditions for service contract ; 2018 shall be applicable along with tender document.

DRM (Commercial)/WAT/EcoR

East Coast Railway

General Conditions of Contract/Tender

Sr. No.	Document Name	Published by	Referred in this Document as
1	Indian Railway General conditions of contract correction for Services-2018 with upto date.	Indian Railways	GCC 2018 for Services.

Note: The terms "correction slip "as referred to in this tender document includes the following terms also.

Addendum slip

Correction slip

Addendum slip and corrigendum slip which are issued in consecutive serials.

DRM (Commercial)/WAT/ECOR

EAST COAST RAILWAY

INSTRUCTIONS TO THE TENDERERS & CONDITIONS

- 1 The rates should be quoted through on line i.e. e-tender only in the website at www.ireps.gov.in.
- . Contractor should be register in www.shramikkalyan.indianrailways.gov.in for increase the transparency in engagement of contract labour & their wages payment, the same portal can be used to update the contract labour engagement and their wages payment in the existing contracts also, even if the contract doesn't includes specific condition to update.
- 2 (i) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:
 - (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (ii) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____ Month, ____ Year."

3. Provisions of Employees Provident Funds & Miscellaneous

As per GCC for service contract to be followed.

4. All works are to be done as per direction of the Railway's representative.

DRM (Commercial)/WAT/ECOR

5 **Completion Period:** All works are to be completed within **01 (One) Year** from the date of Acceptance letter.

6 (I) Tenderer to provide the details of Bank A/c in line with RBI guideline for the same. These details will include Bank Name, Branch Name & address, Account type, Bank A/c No. and Bank & Branch Code as appearing on MICR cheque issued by bank.

(II) Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information through NEFT form enclosed in Annexure-A.

7. The rates so quoted shall be valid till completion of the AMC period and extension period if any.

8. Performance Guarantee:

8.1 Performance guarantee at a rate of 10% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 10% of the contract value in four separate parts of 2.5% each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to the date of submission of PG 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 after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 90 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. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

8.2 The value of PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 10% (ten percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 10% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contract or duly safe guarding the interest of Railways.

8.3 The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations up to the determination of the contract.

DRM (Commercial)/WAT/ECOR

8.4 If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be cashed after the completion of the contract.

8.5 The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 10% of the contract value.

- (a) A deposit of cash;
- (b) Irrevocable Bank Guarantee;
- (c) Government Securities including State Loan Bonds at 5% below the market value;
- (d) 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;
- (e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (f) A Deposit in the Post Office Saving Bank;
- (g) A Deposit in the National Savings Certificates;
- (h) Twelve years National Defense;
- (i) Certificates; Ten years Defense;
- (j) Deposits;
- (k) National Defense Bonds and Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favor 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.

8.6 The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid up to the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.

8.7 The Performance Guarantees (PGs) shall be released after physical completion of the work/ service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claims Certificate" from the contractor. In case any contract provides for warranty/ maintenance clause then 25 % of the Performance Guarantee would be retained till the warranty/ maintenance period is over and a certificate to that effect is issued by the Manager.

8.8 Whenever the contract is rescinded, the Performance Guarantees shall be encased/ forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.

8.9 The Manager shall not make a claim under the Performance Guarantee except for the 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.

- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee.
- (b) 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 Manager.
- (c) 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.

9. Variation quantities in Contract:

9.1 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.

9.2 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 of that item may be operated in excess of 125% of agreement 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 apply only to the Individual 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.

9.3 In cases where decrease is involved during execution of contract:

- (a) The contract signing authority can decrease the items upto 25% of the 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.
- 10. The tenderer shall provide the details of enrollment of EPF of self and working under him at the time of payment.**

11. All the Bidders/Tenders should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law. Contractors must register under GST and submit their related documents. GST will be applicable from time to time.

12. MANDATORY REQUIREMENTS:

- a) Contractors are allowed to make payments against this tender towards earnest money cost only through online payment modes available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker's cheque, Deposit receipts, FDR etc. are not allowed. Cost of Earnest money to be deposited in favour of FA&CAO/ECOR/BBS at VSKP on line through the gate way of 1) State Bank of India A/C No10723954940 IFSC: SBIN0001740. 2) Central Bank of India A/c No.1258749606 IFSC code CBIN0280824 and to indicate the details of such electronic payment duly enclosing scanned copy of the receipt/instrument while submission of Tender.
- b) Contractors are allowed to make payments against this tender towards tender document cost only through online payment modes available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker's cheque, Deposit receipts, FDR etc. are not allowed. . Cost of the Tender document to be deposited in favour of FA&CAO/ECOR/BBS at VSKP on line through the gate way of 1) State Bank of India A/C No10723954940 IFSC: SBIN0001740. 2) Central Bank of India A/c No.1258749606 IFSC code CBIN0280824 and to indicate the details of such payment duly enclosing scanned copy of the receipt/instrument while submission of Tender.
- c) **Tender Form (First Sheet) Annexure-1 is to be submitted duly filled and signature by the tenderer, failing which the offer shall be rejected.**
- d) **Affidavit (uploaded separate document along with tender document) is to be submitted duly filled and signature by the tenderer, failing which the offer shall be rejected.**

E.Co. RAILWAY
TENDER FORM (First Sheet)

Tender No. _____

Name of Work _____

To

The President of India

Acting through the _____ Railway

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of _____ 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". I/We offer to do the work for _____ Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips upto- date for the present contract.

3. A sum of ₹ _____ has already been deposited online as Earnest Money. 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 submit the Performance Guarantee within the time specified in the Tender document;

(b) 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

(c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Earnest Money.

5. 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 Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

East Coast Railway

IRREVOCABLE GUARANTEE BOND

(To be used by State Bank of India/Nationalized/Scheduled Banks only)

SPECIMEN BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE

1. In consideration of the President of India (herein after called "The Government of India") acting through **Financial Advisor and Chief Accounts Officer East Coast Railway** having agreed to exempt M/s/Sri..... (Hereinafter called "the said contractor(S)") from the demand, under the terms and conditions of an Agreement dated made between the DRM(S&T), East Coast Railway, Waltair and M/s/Sri for (herein after called "The said Agreement") of Performance Guarantee for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs...../- (Rupees..... only). We (Indicate name of the bank) (hereinafter referred to as "the Bank") at the request of M/s /Sri..... do hereby undertake to pay to the Government an amount not exceeding Rs...../- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reasons of any breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement.

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

3. We undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the contractor(S)/Supplier(S) in any suit or proceeding before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability

for payment there under and the contractor(S)/supplier(S) shall be no claim against us for making such payment.

4. We(indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DRM(S&T)/WAT. Ministry of Railways certifies that the terms and condition of the said agreement have been fully and properly carried out by the said Contractor (S) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (Date) we shall be discharged from all liability under this guarantee thereafter.

5. We (indicate name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions at the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor (S) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We..... (Indicate the name of bank) lastly undertake not to revoke this agreement during its currency except with the previous consent of the Government in writing.

Dated the Day of 2017

For (Name of bank)

Signature & date with Seal

DRM (Commercial)/WAT/ECOR

SPECIAL CONDITIONS OF THE CONTRACT

1. Scope of the work: The contractor is expected to provide comprehensive Annual Maintenance Contract for Thin Clients -BREEZE Make (ECT):-32 sets, Dumb Terminals - AOC Make: - 44 sets, Terminal Servers-Team Link Make: - 31 No's , ATVM KIOSKs -ADDSOFT Make: - 15 No's for the period of one year onsite has been listed in Annexure 'C'. The comprehensive maintenance shall consist of corrective maintenance and shall include carrying out of the necessary repairs and fitting of replacement parts.

2. The number of System may be increased /decreased as per Railways requirement.

3 The Systems may be relocated as per Railways requirement and advice to the contractor on site AMC cover will be provided by the contractor at the new locations.

4. Any physical damage to the equipment, not due to normal wear and tear, such as rat bitten or burnt etc will not be covered under the scope of the AMC.

5. AMC service Engineers shall report to the concerned Supervisors at the locations while attending failures and get their acknowledgment after solving the problem.

6. AMC agency shall ensure availability of adequate spare parts till the end of maintenance period. Spare parts required for repair will be stocked by AMC agency and parts from the equipment already lying under repair with them will not be used to repair equipment that becomes defective.

7 AMC agencies will arrange his own tools and test equipments & IMAGE for the maintenance and service.

8. AMC agency will maintain a spare stock of Systems spare parts and image in lieu of the faulty ones.

9. Period of Contract

9.1 The contract will be valid for a period of 1 year from the date of the commencement of AMC coverage as per **Annexure-3 (Schedule)**.

9.2 The bill passing authorities will be Sr.DCM/WAT and the bill paying authority will be Sr.DFM.

9.3 Service Levels and Liquidated Damages.

9.4 AMC agency has to maintain all equipment's as detailed in Annexure '3' under Comprehensive Annual Maintenance Contract at the rates specified in 9.1.

9.5 In case of emergencies, the call should be attended within 24 hours of being logged. Penalty as per Para 11.1 will be levied in case of failure to attend and repair.

9.6 The service engineer will get the call sheet signed by the respective supervisor of UTS/PRS locations.

9.7 In case Systems is not able to repair said equipment, the reason for the same should be given in writing. Failure to give satisfactory reasons in writing will attract liquidated damages to the turn of the annual maintenance charges for the equipment from the time the equipment is under repair and the same will be deducted from the next running bill. If equipment is beyond economical repairs, then proper justification for recommending for condemnation should be given. It will be at the Railways discretion to accept recommendation for condemnation.

9.8 In case the Railway is able to get the equipment repaired from any other source then the cost of repairs will be recovered from the contractor's bills. All the defective parts of the equipment being condemned should be intact when the equipment is returned to the Railways. If any defective parts is missing then the cost of the said part at the prevailing market rate will be recovered from the contractor's bills.

9.9 The contractor should arrange 02 good skilled supervisors to handle the complete work.

10. The personnel of the contractor shall have restricted entrance to the UTS/PRS Office. Each personnel should be carrying an ID card which must be prominently displayed on their lapel.

10.1 The work should be done under the supervision of the respective supervisor at site and all instructions given by him/Sr.DCM/DCM/ACM of respective section should be strictly followed.

10.2 Clarification required by the contractor: Any clarification required by the contractor may be obtained from Sr.DCM office, DRM office Complex, Dondaparty, Visakhpatnam-530004.

10.3 The qualified Engineer of the firm will visit every quarter with necessary tools & equipment to check all the hardware, software & peripheral equipments covered under the scope of AMC.

11. Penalty

11.1 The total penalty in a quarter shall be subject to a maximum of 25% of the total value of the contract payable for the quarter.

11.2 In the Cases of failure in which any system as a whole stops functioning, the firm shall have to attend and rectify the failure within 04 hours of the lodging of complaint, failing which penalty of Rs.500/- (Rupees Five Hundred only) will be levied per hour per system till the repairing of the equipment subject to the maximum of 25% of the bill of that particular quarterly bill of AMC value. Failed System has to be made operational within 4 hours of the complaint being conveyed as per entry in the complaint register maintained at the station. In case of system -operational for more than 4 hours during the time between 04:00 hours to 24:00 hours, penal charges @ Rs.500/- per hour or part thereof per for the time the machine remained un-operational shall be levied.

12. Termination of Contract

12.1 Railway reserves the right to terminate the contract by giving 30 days notice.

13. Terms of Payment

13.1 All payments will be paid on actual basis.

13.2 Payments will be made on submission of Quarterly bill post maintenance.

13.3 AMC agency will be paid at the end of every quarter for the services rendered during the previous quarter subject to satisfactory performance. Performance certificate will be submitted along with the bill for the quarter.

14. Police Verification of Labour employed by Contractor:

The contractor is required to submit Police Verification certificates for all contractual staff that she/he will be hiring for delivery of services for Indian Railways. The format for the same is provided in the **Annexure-F**.

ANNEXURE - A

PROFORMA FOR SCHEDULE MAINTENANCE

Sl. No.	Date of Arrival	Time of Arrival	Date/Time of Departure	Maintenance Done	Signature of OEM Representative.	Signature of Railway Representative

NNEXURE - B

PROFORMA FOR RECORDS FOR FAULT RECTIFICATION

Date/Time of Failure	Date/Time of Information Received	Date/Time of Arrival	Date/Time of Rectification of Failure	Fault Reported	Action Taken	Materials utilized for fault rectification	Approx. Cost of materials replaced /repaired	Follow up Action to be Taken	Remarks	Sign of OEM Representative.	Sign of Rly. Representative.

Note: Please record Sl. No. of Cards attended/replaced.

ANNEXURE - C

PROFORMA FOR HISTORY SHEET

1).	Name of the Station	:	
2).	Date of Installation	:	
3).	Serial No. of Equipment	:	
4).	Number of Equipments	:	
5).	Number of Racks	:	
6).	Number of Systems	:	
7).	CRC	:	
8).	Number of VCOR Relays with Sl. No.	:	
CARDS:			
1).	Description	:	
2).	Sl. No.	:	
3).	System	:	
4).	Date of Replacement with Sl. No.	:	
CARD FILE:			
1).	Serial Number	:	
2).	System	:	
3).	Date of Replacement & Sl. No.	:	

DC CONVERTERS:			
1).	Rack No.	:	
2).	Serial Number	:	
3).	Rating	:	
4).	Date of Replacement & Sl. No.	:	
SURGE PROTECTION DEVICES (SPD):			
1).	Rack No.	:	
2).	Class	:	
3).	Date of Replacement & Sl. No.	:	
FUSES:			
1).	Rack No.	:	
2).	Serial No.	:	
3).	Description of Circuit	:	
4).	Type of Fuse	:	

NATIONAL ELECTRONIC FUND TRANSFER/ ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)

MODEL MANDATE FORM

(Investor's/Customer's option to receive payments through Credit Clearing Mechanism)

NAME OF THE SCHEME AND THE PERIODICITY OF PAYMENT

No:

1. Investor/Customer's Name :
2. Particulars of Bank Account :
 - a) Name of the Bank :
 - b) Name of the Branch :
Address :
 - Telephone No. :
 - c) 9 Digit Code number of the Bank and branch appearing on the MICR cheque issued by the bank. :
 - d) IFSC Code of the branch :
 - e) Type of Account (Current/Savings/Cash Credit with code 10/11/13) :
 - f) Ledger and ledger folio no. :
 - g) Account number (appearing on cheque book) :

(In lieu of the bank certificate to be obtained as under, please attach a bank cancelled cheque or photography of a cheque or front page of your savings pass book issued by your bank for verification of the above particulars)

3) Date of effect :

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Date:

Signature of the Investor/Customer

.....

Certified that the particulars furnished above are correct as per our records.

Bank's stamp

Signature of the Authorized Official
of the Bank

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Annexure-E

EAST COAST RAILWAY

Department: Commercial

Division: Waltair

PERFORMANCE CERTIFICATE

1	Name of the work	:	
2	LOA No. with date	:	
3	Agreement No. & Date	:	
4	Name of the firm	:	
5	Name of the Station	:	
6	Date of commencement of AMC	:	
7	Date of completion of AMC	:	
8	Period of Claim	:	

It is certified that the above mentioned firm has attended all the complaints pertaining to _____ during the period from _____ to _____ and rectified in time satisfactorily.

Date:

Countersigned

Signature of CMI
Office Seal:

POLICE VERIFICATION

PHOTO
(of
applicant
signed by

Sl.No	Particulars	Details
1	Full Name with Aliases	
2	Parent's Name	
3	Nationality	
4	Present Address in full with Police Station and District	
5	Period of Residence	
6	Home/ Permanent Address in full with Police Station and District	

Declaration by applicant: I certify that the following information is correct and complete to the best of my knowledge and belief.

Police Certification:

The details as stated above are correct and the above person does not have any Criminal or any case registered, pending in any court of law.

Signature of Applicant

Date:

Place:

Counter signature of

EAST COAST RAILWAY
DEPT: Commercial

DIVISION: WALTAIR

SCHEDULE OF QUANTITIES

Name of the work:

“Comprehensive Annual Maintenance Contract of PRS & UTS equipment's in waltair division for a period of 01 (One) year. Schedule of work for one year Thin Clients -BREEZE Make (ECT):-32 sets, Dumb Terminals - AOC Make: - 44 sets, Terminal Servers-Team Link Make: - 31 No's, ATVM KIOSKs -ADDSOFT Make: - 15 No's.”

Sl	Description	Unit	Qty	Rate	Cost for 01 Year in Rs.
	Comprehensive Annual Maintenance of Dumb Terminals -AOC Make). Rate per Annum per set:Rs.2095/-	Sets	44	2,095	92,180
	Comprehensive Annual Maintenance of Dumb Based Thin client -Breeze Make). Rate per Annum per set:Rs.2330.5/-	No.	32	2331	74,592
	Comprehensive Annual Maintenance of Terminal Servers - Team link Make) Rate per Annum per set:Rs.2961.8/-	No.	31	2962	91,822
	Comprehensive Annual Maintenance of ATVM KIOSKs -Add SOFT Make). Rate per Annum per set:Rs.13,720/-	No.	15	13,720	2,05,800
	Total Ruppes Four lakhs sixty four thousand three hundred and ninety four only				4,64,394

Signature of the Tenderer/s

DRM (Commercial)/WAT/ECOR