

31/01/2020

ADM/HR

5/2/20

NORTHERN RLY

DELHI DIVISION-
MECHANICAL
DRM office, State
Entry Road
New Delhi,
110055
Delhi, India

act
contract
31/1/20

Letter No: DELHI DIVISION-
MECHANICAL / 197-S187CAMCofOHCra /
00919360014303

Dated:
24/01/2020

M/s JAY TECHNICAL
SERVICES.-KOLKATA
26/1/1B STRAND ROAD 4TH FLOOR
ROOM NO 4
KOLKATA- 700001
West Bengal, India

Sub: Letter Of Acceptance

Ref:

1. Tender No. 197-S187CAMCofOHCra closing date 11-12-2019 12:00 for Comprehensive Annual Maintenance Contract for Over Head Cranes at Wagon Care Centre, Tughlakabad
2. Your bid ID 10637463 dated 10/12/2019 18:35

The Competent Authority has accepted your offered rates in connection with the subject work. The total cost of the work at the accepted rates works out to Rs. 4041924.05 (Rupees Fourty Lakh Fourty-One Thousand Nine Hundred And Twenty-Four Rupees And Five Paise Only)

A sum of Rs.139600 deposited as Earnest Money vide IREPS reference ID NE90288260441 has been retained towards initial Security Money for due and faithful fulfillment of the contract, and the balance Security Money will be recovered from the progressive bills @ 10 % of the bill amount till it reaches 5 % of the contract value in terms of clause 16(1) of Standard GCC of Works, September- 2019..

You are requested to submit Performance Guarantee in the form as given in Clause 16(4) of Standard GCC of Works, September- 2019 equivalent to 5% of the contract value amounting to Rs. 202096.2 (Rupees Two Lakh Two

Thousand And Ninety-Six Rupees And Twenty Paise Only) within 21 days from the date of issue of Letter of Acceptance, valid up to stipulated date of completion plus 60 days so that contract agreement can be executed. Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 (Sixty) days from days from the date of issue of L.O.A. may be given as provided in Clause 16 (iv) of IR Standard GCC of Works, September-2019. Since you have quoted rates that are lesser by more than 10% tender value, additional performance guarantee is also required to be submitted as per clause 16(4) (h) of Indian Railway GCC, September 2019.

The entire work shall be completed within 24 month from the date of issue of Letter of Acceptance. The entire work shall be completed within 24 month from the date of issue of Letter of Acceptance. However with the approval of competent Railway authority, the starting date of work may be changed due to the provision of preparatory work as per tender condition. Hence, completion date may also be changed accordingly.

Agreement: The agreement shall be executed between your firm and the Railway Administration on Stamp paper of Rs. 100/-. The firm shall arrange 01 stamp paper of Rs.100/- and 02 Passport size photo of the contractor signing the agreement. Name and designation/Post along with contact Number, email ID etc. should also be mentioned before signing the Contract agreement. Until a formal agreement is prepared and executed, this letter of acceptance shall constitute a binding of contract between Railway and your Organization. All terms and conditions given in the tender document under reference above have been accepted by you and work is to be carried out as per scope/schedule of work of the tender document. Please note that in case of failure to comply with the above mentioned instructions within the stipulated time, the earnest money shall be forfeited and the offer will be treated as cancelled without assigning any reason whatsoever and the contract will stand terminated in terms of clauses of 62 of general condition of contract.

Note 1.: The contractor shall submit the original copy of notarized Affidavit, which was uploaded / submitted along with the offer before signing of agreement.

Note 2.: The works shall have to be started within 15 days of the issuance of this L.O.A.to that effect or as advised by Railways.

All Other terms and conditions, as stipulated in the tender documents shall be applicable.

ABHAY KUMAR
Sr.DMEfRIEGHT
Digitally Signed
[View Signature Details](#)

Awarded Quantities And Rates

Item Sno.	Item Desc	Item Code	Item Qty	Qty Unit	Unit Rate (Rs)	Escl. (%)	Advt.Value (Rs)	Bid Rate/ Unit Rate	Bid Amount (Rs)
	Schedule A-Comprehensive Annual Maintenance Contract for Over Head Cranes (Item Directory - Not Applicable)						6980870.56	42.10 % Below	4041924.05
1	CAMC of Over Head Cranes Capacity 10 Ton (Total: 3 Nos.) (Unit 1 number = 1 Quarter)	1	24	Month	192333.00 At Par		4615992.00		
2	CAMC of Over Head Crane Capacity 5 Ton (Total: 1 No.) (Unit 1 number = 1 Quarter)	2	8	Numbers	162500.00 At Par		1300000.00		
3	GST	3	1	Numbers	1064878.56 At Par		1064878.56		
Schedule Totals									4041924.05
Total Value							6980870.56		4041924.05
Rebate on Total Value (%)									0.00
Net Bid Value									4041924.05

Item Breakup

No break up item added

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SPECIAL TERMS & CONDITIONS OF CONTRACT

Sub: Comprehensive Annual Maintenance Contract for Over Head Cranes at Wagon Care Centre, Tughlakabad for Two years.

1. The work shall be carried out as per 'Detailed scope of work' as specified in Annexure-I. The contractor shall use his own resources required for the job.
2. Tenderers are required to quote for the comprehensive Annual Maintenance Contract for the machine, which will be inclusive of all spares, material and labour costs for preventive as well as breakdown maintenance. All consumables except Diesel/ fuel, lubricating oils or coolant shall form a part of the scope of comprehensive AMC.
3. The duration of CAMC shall be 2 years from the date of start of the work. Rates for CAMC shall be quoted by the tenderer on Quarterly (three months) basis which will remain applicable during the 2 years duration of CAMC and not subject to any variation except any statutory changes in taxes and duties as compared to quoted rates.
4. The tenderer must confirm willingness to offer CAMC services at all consignee locations without any preconditions.
5. The firm executing the above maintenance contract will depute sufficient technically qualified and trained staff.
6. The details of preventive maintenance services to be provided under CAMC shall be provided by the tenderer in the following format

S.No.	Type of Preventive Schedule	Period	Items to be checked	Items of Replacement.

7. Preventive maintenance schedule shall be conducted through mutual agreement with the consignee. The maintenance schedule regime offered must be aimed at achieving minimum break down time.
8. The tenderer shall ensure that in case a failure is reported by a consignee. Qualified service engineer/s will visit the site within 24 hrs of written communication through letter/SMS/Email. This period of 24 hrs after the failure report shall be treated as grace period, which will not count towards break down time for up to one failure per quarter or a maximum of 4 failures per annum. In case the number of failures exceed one during any quarter or four during any year of CAMC, grace period of extra failure will be treated as break down time. Complaints shall be lodged by consignee by fax, e-mail or per bearer at addresses given by the tenderer.
9. The time of intimation for Brake down/Maintenance schedule and work attended/completed will be recorded in a register maintained by Railway representative and will be countersigned by the contractor or his representative. For each crane there will be a separate register.

10. In case preventive maintenance is carried out along with breakdown maintenance schedule; preventive maintenance time will be deducted from breakdown time of the plant.

11. **Penalty Clause:**

i). Penalty shall be levied on the tenderer for maintaining break down time below the limit of 90% calculated on working Hours basis, after discounting for grace period and preventive maintenance period. Penalty shall be calculated as %age of quarterly payment and will be deducted from the respective quarterly payments. Penalty calculation will be done over quarterly payment period as per Annexure-IV.

S. No.	Availability Slab	Applicable Penalty
1	Above 90%	Nil
2	90% to above 80%	5% of Quarterly Charge of individual Crane
3	80% to above 70%	10% of Quarterly Charge of individual Crane
4	70% to above 50%	25% of Quarterly Charge of individual Crane
5	Up to 50%	35% of Quarterly Charge of individual Crane

ii). Railway will give advice the date for maintenance schedule to the contractor 72 hrs. in advance. If the contractor does not attend the maintenance schedule within the period as advised by the Railway, a penalty will be imposed @ 1000/- per day.

iii). If the contractor does not attend any monthly/quarterly/Annually maintenance schedule, penalty will be imposed @ Rs. 5,000/10,000/20,000/- per maintenance schedule respectively.

iv). If the contractor does not attend the work as per Scope of work, the penalty will be imposed and decided by the Accepting authority.

v). The contractor shall be liable to be penalized for any undesirable activities, endangering the image of railways. In this regard, decision of Accepting Authority will be final.

vi). Besides specific penalty as above, Tender accepting authority reserves the right to impose penalty/penalties for non-compliance of any other conditions of the tender, on receipt of recorded complaint/s & in case any abnormalities found during inspection by Railway official/s.

12. Brake down time of more than 50% for two consecutive quarters will constitute complete failure of tenderer to provide the CAMC services successfully; the CAMC BG will be forfeited. This will be in addition to penalty as per clause above.

13. (a) In all cases of machine failure except as mentioned, any other spare part or material necessary to restore the plant to proper working order will be arranged by the tenderer as a part of CAMC.

b) In case of damage to the machine on account of any external factor, viz., floods, earthquake, fire, arson or sabotage, entire cost of spare parts and material necessary for repair of the machine shall be borne by the Railways. However the tenderer shall provide services of their engineers free of cost as a part of AMC to restore the machine to working order.

14. The contractor has to perform 01 (One) Annually Maintenance schedule, 03 (Three) Quarterly maintenance schedules and 08 (Eight) Monthly maintenance schedules in a year during the period of comprehensive annual maintenance contract.

15. Although quarterly schedules will be normally done on three months basis, yet the date of quarterly maintenance schedule will be decided by the Railways.

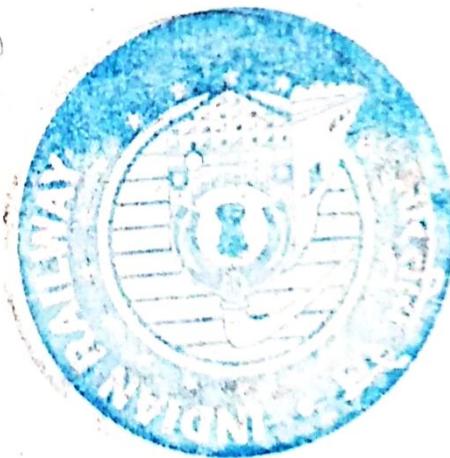
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- d. Payment will be made only after verification & certification by the concerned ADME/depot In-charge.
 - e. All payment in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / Electronic Fund Transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT Mandate Form complete in all respect as detailed at Annexure-III of the tender document. However, if the facility of ECS/EFT is not available at a particular location, the payment shall be made by cheque. In such case the successful tenderer on award of contract will have to furnish contractor's Bank Account Number and name of the Bank against which all payments in respect of the contract during the currency of contract shall be made.
 - f. 2% income tax and surcharge (as applicable) on I. Tax shall be deducted from bill and necessary I.T deduction certificate will be issued by DFM/Northern Railway/New Delhi.
 - g. GST (as applicable) shall be extra.
 - h. Contractor shall submit the documentary proof of GST (as applicable) duly deposited with the concerned department of Government, which has already been paid against the previous bill by the Railway. The contractor shall be responsible for depositing GST (as applicable) and all legal obligations related to GST.
 - i. No extra payment CST/ST, Octroi or other taxes will be made to the agency.
 - j. The value of contract and quantities given in the attached schedule of rates and quantities are approximate and are given only as a guideline. These are subject to variations/ additions and/or omission. The quantum of the work actually carried out shall not from the basis of any dispute regarding the rates to be paid and shall not give rise to any claim for compensation on account of any increase or decrease either in the quantity or in the contract value.
 - k. Penalty for delay in completion/ non attending to certain activities: In case the contractor fails to execute and complete the work within the time specified in the agreement or within the period of extension granted by Sr.DME/Fr/Delhi, a penalty will be levied except for the case where the delay is purely on the part of the Railways. In this regard the decision would be final.
22. If any staff/worker of the contractor is found indulging in undesirable activities, the contract may be terminated.
23. The cost of damage to the railway property if incurred during the execution of work will be borne by the contractor.
24. The contractor shall also nominate a representative during the execution of the work for liaison at Wagon Care Centre, Tughlakabad whose mobile no. and Email ID shall also be provided to the railway.
25. The contractor shall be liable for the safety of his workmen during the course of contract. It is made clear that no claim/ compensation would be entertained for any type of accident/incident involving his labour. Any compensation however as required under law would be payable by the contractor.

13. Railway shall provide maximum 02 (Two) days time for each quarterly schedule and 03 (Three) days time for each annually schedule for each crane to carry out the maintenance schedules activities as per Annexure-1. However, Cranes will be spared for monthly schedule in idle shift.
14. The firm executing the above maintenance contract will need to stock sufficient essential Mechanical and Electrical spares so as to ensure availability of cranes more than 98%.
15. The essential spares supplied by the contractor should be of the same make as originally provided in the crane. In case, the contractor wants to fit a spare of different make, then the approval of ADME/SSE Incharge or his representative shall be taken.
16. The components to be repaired by the contractor outside the Railway premises shall be transported at his own cost and means.
17. Railways will issue a certificate in terms of JOINT NOTE as a token of satisfactory service given by the service engineer.
18. On completion of the maintenance activities in every monthly/quarterly/annually maintenance schedule, necessary trials will be conducted on the crane on unloaded & loaded both conditions by the operator of Railway.
19. Inspection: The maintenance activities executed in each monthly/quarterly/annually schedule including the fitment of essential/any other spares on cranes will be jointly inspected by Railway and the authorized representative of the contractor for ensuring free performance of the crane and a joint inspection certificate will also be issued.
20. The contractor shall submit the BIO-DATA (Name, Father's name, Address, Age, Passport size photo & employee no. etc.) of his employees duly attested by the contractor to the concerned ADME/SSE incharge/Tuglakabad, before taking up the job inside the complex at the beginning of the work as well as in between as and when any of his employee is replaced with new employee. The contractor shall provide 'Identity Card' to all those employees deputed to work, who shall carry out the said works. ADME/SSE incharge/Tuglakabad shall inform RPF authority regarding the contractor's employee deputed to work inside the complex as per the said 'Bio data'. Those employees having and wearing proper identity card, details of whom have been submitted to the ADME/SSE incharge/Tuglakabad will only be allowed to work inside the complex.
21. PAYMENT TERMS:
- Subject to satisfactory working duly certified by Senior Divisional Mechanical Engineer/Fr. N.Rly, Delhi or his representative, the contractor shall be entitled to receive the value of the work against the work attended/completed during the quarter month after necessary deduction or recovery, which the Railway Administration may be entitled to make under the contract or any other contract. The bill should be raised by the contractor on quarterly basis and should be submitted latest by 7th day of next quarter.
 - Payment will be made by Sr.DFM, Northern Railway, DRM Office, New Delhi
 - All bills in four copies shall be submitted to concern ADME/depot In charge.

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26. The Railway will provide space for storage of materials, machines & tools etc. during the execution of the work. However in case of any loss/theft Railways shall not be responsible for these items.
27. The contractor shall be liable to be penalized for any undesirable activities, endangering the image of railways. In this regard decision of Accepting Authority will be final.
28. In case of any contradiction between special terms & conditions of tender and general conditions, then the special terms & conditions shall prevail.
29. If any compensation/penalty is to be paid by the Railway in compliance of the order/judgement passed by the court, consumer forum or any other law-enforcing agency on default of the contractor or his person/servant/employee to the complainant, the said amount shall be liable to be paid by the contractor and will be deducted from bill of contractor.
30. Addenda and corrigenda to the 'Special/other Terms and conditions' may be issued as & when necessary and the tenderer/s shall abide by them.



Sr. DME/FR
N. Rly., Delhi

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Annexure-I

Detailed Scope of Work

The Agency will perform the following acts and procedures for the Comprehensive Annual Maintenance Contract for Over Head Cranes at Wagon Care Centre, Tughlakabad for Two years"

MONTHLY MAINTENANCE SCHEDULE:

- 1 Nut Bolts of Overhead crane frame to be checked and tightened if required.
- 2 Overhead crane floor and safety pillars to be checked visually and repaired if required.
- 3 Foundation bolts of All motors/gear boxes to be checked and tightened if required.
- 4 Noise level checking of all the electric motor bearings will be done & the electric motor bearings will be greased if required.
- 5 All the bearings and oil seals of the cranes to be checked visually. Its greasing / oiling to be provided (if required). Bearings to be replaced if it is giving rubbing or unusual sound or its any part worn out / broken / damaged.
- 6 Rope wires and Sling Chains with its hooks to be checked. If found defective, must be replaced with existing specification.
- 7 Rope wires to be checked its lubrication. It is to be lubricated if required. Rope wire drum's clamp nut bolts to be tightened / intact if required.
- 8 Free movement of moving DSL trolleys to be insured by the contractor, it is to be repaired as and when required.
- 9 All the couplings i.e. main hoist, cross travel, long travel or any other to be checked. It's all components and nut bolts to be checked thoroughly. Worn out / broken / damaged components / nut bolts to be replaced / repaired, if required.
- 10 All the thrusters to be checked for their effective braking. Its all worn out / broken / damaged components to be replaced / repaired.
- 11 Lubrication oil reaching to all lubricating points will be checked and repaired if required.
- 12 All the components of Main hoist panel, Cross travel & Long Travel panel such as contactors, timers, over load relays, kit kat with HRC links, MCB, limit switch, wire connector blocks, resistance box etc. to be checked visually, cleaned, repaired / replaced, if defective.
- 13 Moving DSL cable and other controlling / operating cables to be repaired/replaced if required.

QUARTERLY MAINTENANCE SCHEDULE:

- 1 All the monthly activities to be performed in this activity.
- 2 Alignment of Track to be checked and repaired if required.
- 3 Profile of Long Travel and Cross travel wheels to be checked. If found defective to be repaired/replaced as per specifications. If replaced, Chemical analysis report to be submitted
- 4 Rope wires and Sling Chains with its hooks to be checked and safe declaration letter to be issued by the firm. If found defective must be replaced with existing specification.
- 5 Rope wires to be cleaned and checked its lubrication. It is to be lubricated if required. Rope wire drum's clamp nut bolts to be tightened / intact.
- 6 All the thrusters to be checked for their effective braking. Its all Worn out / broken / damaged components to be replaced / repaired. Brake liners to be replaced when it is less than 4 mm. its oil to be top up as and when required. All the thrusters functioning effectively to be checked.
- 7 Main hoist hook assembly to be checked and lubricated. Worn out / broken / damaged components / nut bolts to be replaced / repaired, if required
- 8 Long Travel and Cross travel trolley wheels to be checked and lubricated, its frame, floor & other components to be checked / repaired / changed, if required. However, supply of wheels will be done by Railway.
- 9 Checking and Cleaning of contacts of contractors, relays, motors, etc by CTC spray. These will be replaced if required.
- 10 Checking and tightening of all the screws of the electrical connections on the contractors, fuses, all

- type of relays, connectors, push buttons, switches etc.
- 11 Wear and tear parts will be checked and replaced wherever required. Necessary spares should be arranged by Tenderer 15 days in advance of actual schedule maintenance.
 - 12 All limit switches including contactors will be checked, if defective, will be replaced.
 - 13 Gear box covers will be opened to check the wear and damage of gears and shafts and to be replaced if defective. Its oil to be top up as and when required. Its foundation bolts to be checked and tightened properly.
 - 14 Fuses, single phasing preventer and diode will be checked and replaced.
 - 15 The control panels will be thoroughly cleaned from inside. Silica gel pouches in control panels is to be replaced
 - 16 All the contactors of fixed DSL to be checked and insulators to be changed, if broken. Contactor plate to be replaced, if worn out. All other components to be replaced / repaired
 - 17 Fixed DSL current supply cables and its connections to be thimble and tightened properly. Repaired it, if required.
 - 18 Main panel (415 – 110 V), all components such as contactors, kit kat with HRC link, MCB, Wire connectors, transformers etc. to be checked, repaired or replaced (if defective).
 - 19 All the components of Main hoist panel, Cross travel & Long Travel panel such as contactors, timers, over load relays, kit kat with HRC links, MCB, limit switch, wire connector blocks, resistance box etc. to be checked, cleaned, repaired / replaced, if defective ..
 - 20 Control pendent components such as push buttons, key switch, indicator lamps, current cables and support wire etc. to be checked. These components to be repaired/ replaced, if these are not working.
 - 21 All the motors of cranes to be checked and rewinding, if these are not working or giving any problem during service. Its foundation bolts to be checked / tightened properly.

FIRST VISIT/ ANNUALLY MAINTENANCE SCHEDULE :

- 1 All the quarterly activities to be performed in this activity.
- 2 Alignment of Track to be maintained and repaired if required.
- 3 Painting of cranes to be done if required. However, paint will be provided by Railway.
- 4 Magger test of all the electrical motors for insulation resistance is to be carried out and proper earthing is to be checked.
- 5 Noise level checking of all the electric motor bearings will be done & the electric motor bearings will be greased. If found defective, will be changed.
- 6 Rope wires and Sling Chains with its hooks to be tested by the Govt. certified Lab/Agency and their certificates must be submitted. If found defective must be replaced with existing specification
- 7 The control panel will be thoroughly cleaned from inside.

Note:

- 1. Any other work which have not being mentioned above, but are otherwise considered necessary for completeness of any work of EOT cranes, shall be assumed to be included as scope of work.
- 2. All the old materials which is recovered from cranes must be submitted to Railway and shall be the property of Railway.
- 3. All the spares required for the purpose of maintenance are in the scope of work, will be the responsibility of the firm undertaking the above maintenance contract and will be arranged by the firm itself.
- 4. During the currency of contract if any component/spares is required to be replaced and or any must change item shall have to be replaced, it will be done at the cost of the contractor. No additional cost shall be provided by the Railways. Hence the tenderer is requested to calculate their rates accordingly before quoting their rates

Sr. DME/Fr
N. Rly., Delhi