

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

Letter No: DELHI DIVISION-MECHANICAL /  
197-S-176-CAMC-WheelLathe /  
01279570005082

Dated:  
16/08/2019

M/s S.B.S. MECHANICAL AND  
ELECTRICAL ENGINEERING WORKS-  
DARJEELING  
MILITARY ROAD  
SHANTI PUR  
DARJEELING- 734013  
West Bengal, India

**Sub: Letter Of Acceptance**

**Ref:** 1. Tender No. 197-S-176-CAMC-WheelLathe closing date 20-06-2019 12:00 for Comprehensive Annual Maintenance Contract for Two Years of Surface Wheel Lathe (Make-HYT) of Wagon Care Centre, Tughlakabad.  
2. Your bid ID 9860551 dated 20/06/2019 11:33

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. 2774419 (Rupees Twenty-Seven Lakh Seventy-Four Thousand Four Hundred And Nineteen Rupees Only)

A sum of Rs.62300 deposited as Earnest Money vide IREPS reference ID NE51416593068 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 IR Standard GCC of Works, November 2018.

You are requested to submit Performance Guarantee in the form as given in Clause 16(4) of IR Standard GCC of Works, November 2018 equivalent to 5% of the contract value amounting to Rs. 138720.95 (Rupees One Lakh Thirty-Eight Thousand Seven Hundred And twenty Rupees And Ninety-Five 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 by the Authority who is competent to sign the

Contractor shall be liable to pay a panel interest of 12% per annum on the amount of delay beyond 21 (Twenty one) days from the date of issue of LOA and thereafter the date of issue of LOA. Further, in case of any day declared to be a declared holiday in the concerned area of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. 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 favour of "Senior Divisional Finance Manager, Northern Railway, New Delhi" 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) Deposit in the Post Office Saving Bank; (vii) 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 "Senior Divisional Finance Manager, Northern Railway, New Delhi" (free from any encumbrance) may be accepted.

The entire work shall be completed within 24 month from the date of issue of Letter of Acceptance.

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. Affidavit in original must be submitted before signing of agreement.

2: The works shall have to be started w.e.f. 08.09.2019 or as advised by Railways.

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

**SAURABH SAXENA**  
DMEChg.  
Digitally Signed  
[View Signature Details](#)

### Awarded Quantities And Rates

Item Sno.	Item Desc	Item Code	Item Qty	Unit Unit	Unit Rate (Rs)	Escl. (%)	Advt.Value (Rs)	Bid Rate/ Unit Rate	Bid Amount (Rs)
<b>Schedule 'A'-Comprehensive Annual Maintenance Contract for Two Years of Surface Wheel Lathe (Make-HYT) (Item Directory - Not Applicable)</b>									
1	Total Cost for First year schedule (Quarterly) including maintenance, labour charges and essential spares	1	4	Numbers 323485.80	At Par	11.00	3117324.72	% Below	2774419.00
2	Total Cost for Second year schedule (Quarterly) including maintenance, labour charges and essential spares	2	4	Numbers 336964.38	At Par	1347857.52			
3	GST	3	1	Numbers 475524.00	At Par	475524.00			
<b>Schedule Totals</b>									2774419.00
<b>Total Value</b> 3117324.72									2774419.00
<b>Rebate on Total Value (%)</b>									0.00
<b>Net Bid Value</b>									2774419.00

### Item Breakup

No items, 0.00 items added

SPECIAL TERMS & CONDITIONS OF CONTRACT

**Comprehensive Annual Maintenance Contract for Two Years of Surface Wheel Lathe (Make-HYT) of Wagon Care Centre, Tughlakabad.**

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.

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 i.e. Diesel/ fuel, grease, Hydraulic oil, 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 Yearly (Per Year) basis which will remain applicable during the 2 years duration of CAMC and not subject to any variation except any statutory changes in taxes as compared to quoted rates.
4. The tenderer must confirm willingness to offer CAMC services at all consignee locations without any preconditions.
5. Preventive maintenance shall be conducted on weekends through mutual agreement with the consignee. The preventive maintenance regime offered must be aimed at achieving minimum 90% uptime of the plant excluding the plant down time for preventive maintenance schedules.
6. 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. The further period of 24 hrs after the failure report shall be treated as grace period, which will not count towards plant down time for up to one failure per quarter and 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, period of only two days (24 hrs. + 24 hrs.) will be permissible for such one additional failures and after that no any failure will be exempted in account of down time calculation. Complaints shall be lodged by consignee by SMS, fax, e-mail or any written communication given by the tenderer. The responsibility to keep the failure reporting address details current will rest with the tenderer.
7. In case preventive maintenance is carried out along with breakdown maintenance schedule; preventive maintenance time will be deducted from breakdown time of the plant.

**8. Penalty Clause:**

- i. Penalty shall be levied on the tenderer for maintaining plant up time below the limit of 90% calculated on working hrs. 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	90% to 80%	0.5% for every 1% (or part thereof) reduction in availability of plant below 90%.
2	Below 80%	1% for every 1% (or part thereof) reduction in availability of plant below 80%.

- ii). Railway will give advice the date for quarterly maintenance schedule to the contractor in advance. If the contractor does not attend the quarterly 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 quarterly maintenance schedule, penalty will be imposed @ Rs. 50,000/- per quarter.
  - 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). If the contractor fails to attend the break down complaint within 48 hrs. and repair attended by other sources, then expenditure of repair and loss of Railway will be borne by the contractor. And the whole period of breakdown will be treated as down time.
  - vi). 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.
  - vii). 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.
9. Plant up time of less than 60% for two consecutive quarters will constitute complete failure of tenderer to provide the AMC services successfully; the AMC BG will be forfeited. This will be in addition to penalty as per clause 8 above.
10. (a) In all cases of plant failure except as mentioned in clause 11(b), 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 AMC. The material will confirm to OEM's specification.
- 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 plant 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 plant to working order.
11. The contractor has to provide 04 (Four) quarterly maintenance schedules as given in 1<sup>st</sup> to 4<sup>th</sup> quarterly schedules during the period of annual maintenance contract. The quarter will start from the date of start the contract.
12. Although quarterly schedules will be normally done on three months basis, yet the date of quarterly maintenance schedule will be decided by the Railways.
13. Railway shall provide maximum 03 (Three) days time for each quarterly schedule to carry out the maintenance schedules activities in 1<sup>st</sup> quarter to 4<sup>th</sup> quarter list as per Annexure I.
14. The essential spares for one quarter shall be brought by the contractor at the time of the quarterly maintenance schedule only and not earlier. Railways will not bear responsibility of keeping the inventory stock in their premises.
15. The components to be required to replace, should be procured from OEM or their authorized dealers and necessary proof of the procurement of the same to be submitted to the Railways before carrying out repair.
16. The contractor should maintain the measurement of accuracy parameters as specified by the OEM to ensure performance of machines and quality of repair.

- 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 form 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/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.
21. If any staff/worker of the contractor is found indulging in undesirable activities, the contract may be terminated.
22. The cost of damage to the railway property on account of the contractor or his staff, will be borne by the contractor.
23. The contractor shall also keep a representative during the execution of the work for liaison at Wagon Care Centre, Tughlakabad. Mobile no. and e-mail id of representative will also be submitted to the ADME/SSE Incharge.
24. 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.
25. 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.
26. 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 of accepting authority would be final.
27. 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 form 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.
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 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 amount shall be liable to be paid by the contractor and will be deducted from his bill.

On completion of the maintenance activities in every quarterly maintenance schedule, necessary trials will be conducted on the lathe by the operator of Railway.

**Inspection:** The maintenance activities executed in each quarterly schedule including the fitment of essential/any other spares on lathe will be jointly inspected by Railway and the authorized representative of the contractor for ensuring smooth running of the lathe and a joint inspection certificate will also be issued.

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, 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. The concern ADME/SSE Incharge shall inform RPF authority regarding the contractor's employee deputed to work inside the complex as per the said 'Bio data'. The Identity cards should be worn by the contractor's labour on left side on the chest every time, during their presence on Railway Premises.

### **PAYMENT TERMS:**

Subject to satisfactory working duly certified by Senior Divisional Mechanical Engineer, 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.

1. *Payment will be made by Sr.DFM, Northern Railway, DRM Office, New Delhi*
2. *All bills in four copies shall be submitted to concern ADME/depot In charge.*
3. *Payment will be made only after verification & certification by the concerned ADME/depot In-charge.*
4. *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.*
5. *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.*
6. *GST (as applicable) shall be extra.*
7. *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.*
8. *No extra payment CST/ST, Octroi or other taxes will be made to the agency.*

**NORTHERN RAILWAY**

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The contractor shall duly comply with the provision of the labour laws i.e. Payment Wages Act 1923, Minimum wages Act, Workman Compensation Act and any other law, legal provisions/rules on labour/workman etc. with regard to staff employed by him and shall keep the Railway Administration indemnified against all claims arising directly or indirectly through any failure of omission/commission to comply with the wages act/rules/provisions.

31. All disputes differences and questions whatsoever, which shall arise between the parties here to, during the currency of the contract will be governed by Arbitration Act.
32. In case of any failure in implementing the statuary rules and regulations by the contractor Railways shall be liberty to recover any such amounts as advised by the statutory bodies from the bills of the contractor.
33. This contract shall be deemed to have concluded in the state of Delhi where it has been signed and all obligations hereunder shall be deemed to be located at the state of Delhi and the courts with the state of Delhi will have the Jurisdiction to the elusion on all the courts.
34. Labour laws as and when issued by Ministry of Labour, Government of India, is applicable & biding on contractor including minimum wages act, EPF, ESI etc as per applicable.
35. Addenda and corrigenda to the 'Special/other Terms and conditions' may be issued as & when necessary and the tenderer/s shall have to abide by them.

Sr. DME/Fr.  
N. Rly., Delhi