

Eastern Railway
Letter of Acceptance

No.DSTE/T/35/2018-2019/REV(1425)

Sealdah, the 19th Feb 2019.

M/s. Switching AVO Electro Power Limited,
97, Raja Rammohan Roy Road,
Kolkata - 700041.

Dear Sirs,

Sub:-Tender No.DSTE/T/35/2018-2019/REV for the Work -
Comprehensive AMC for AVO Make UPS installed at various
locations in Sealdah Division for three years.

1. The offer submitted by you, quoting the rates in the schedule for the above mentioned work in response to this Office Tender Notice DSTE/T/35/18-19/REV, dt.14.01.19 opened on 25.01.19 has been accepted by the competent authority for and on behalf of the President of India. The rate schedule quoted by you is attached in Annexure - B with general note & List of AVO Make UPS vide Annexure - A respectively .
2. The offered rate as accepted is Rs.4,55,385.60 (Rupees Four lakhs fifty five thousand three hundred eighty five & paisa sixty only) for three years inclusive of all kinds of taxes, duties, carrying cost, GST etc. Any price variation due to increase of taxes, duties etc. or any other reasons will not be accepted in future.
3. The work may please be executed as per schedule of work attached in Annexure - B with general note & List of AVO Make UPS vide Annexure - A respectively .
4. During AMC work the contractor should follow the instruction as stated in general note of schedule of work vide Sl.No.5, 6, 7, 8, 12, 14 & 15 respectively.
5. Provisions, Instructions, Terms and Conditions as contained in the Eastern Railway Engineering Department, General Condition of contract 2018, with up to date amendment will be applicable in this contract.
6. Site Register for contractual work
 - (i) Site registers should be maintained by each of the concerned Supervisor of the Work/Rly. representative in which maintenance work for Electronic Interlocking System and associated equipment as per the contract and manpower deputed by the contractor should be recorded. Supervisors of both contractor and Railways shall sign on the register properly. The item which is maintenance/failure/breakdown rectified should be certified on the same very day. Site registers may be submitted to the concerned officers along-with M.B. For keeping record of failure and rectification, separate failure register should be maintained at each station and to be submitted to this office along with M.B.
 - (ii) The performance of the equipments should be checked/preventive maintenance work should be done once in a month within tolerance of (\pm) 2 days to ensure proper functioning of the system and should be recorded in the register.
 - (iii) The message of failure or breakdown to be communicated by the Railway by FAX/Letter/Telephonic Message/e-Mail. The firm should attend and rectify the breakdown or failure within Half 'an Hour after getting the message for critical failure and for other failure (Not Affecting Train Movement) Service Engineer of the firm should attend and rectify within Two Hours after getting the message from Railway. Otherwise penalty will be imposed as per provision of tender.

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Divl. Signal & Telecom Engineer
Eastern Railway, Sealdah

IBM/P III/letter of Tender/LOA-DSTE-T-35-2018-2019-REV-SWITCHING AVO ELECTRO POWER LTD

7. **Situation of Work**

- (a) The work will be executed at different locations in SDAH division as per Annexure - A.
- (b) The place/site of work will be indicated by the authorised representative of Railway.

8. **Supervision**

7. SSE/Sig/RHA(IC), SSE/Sig/RRI/DDJ(IC) & SSE/Sig/N/SDAH(IC) will supervise the AMC work under their jurisdiction and will certify the work done by the contractor in Joint Inspection Certificate, as per schedule of work attached in Annexure - B with general note & List of AVO Make UPS vide Annexure - A respectively.

- (a) SSE/Sig/RHA(IC) & SSE/Sig/RRI/DDJ(IC) will send the joint inspection certificate, performance certificate, site registers etc. to SSE/Sig/N/SDAH(IC) who will finally record the measurement in M.B. on the basis of Joint Inspection certificate etc. as an overall incharge of the work.
- (b) ASTE/RHA & ASTE/W/SDAH will finally certify about the quality and quantity of work as per schedule and agreement of work for their respective jurisdiction.

9. **Payment Terms and Bill**

- (a) Payment for AMC will be made on completion of every quarter @25% of the contractual amount for one year on the basis of joint inspection certificate duly signed by contractors representative and concerned Supervisor and finally signed by the concerned officer.
- (b) After satisfactory completion of the work as per schedule, the bill along with M.B. duly filled in, joint inspection certificate, performance certificate, registers etc. may be submitted to Sr.DSTE/SDAH through SSE/Sig/N/SDAH(IC) for authorisation of payment by Sr.DFM/SDAH.
- (c) Please note that before making any payment to the contractor, the estimate to be revised and vetted by Divisional Finance and sanction by competent authority to be obtained.
- (d) The details of bank particulars of the contractor to be submitted in the following manner before signing of agreement.
- (i) Name of Bank with Branch and address.
- (ii) Bank's specific code No.
- (iii) Current A/c. No.
- (iv) PAN No.

10. **Performance Guarantee**

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) 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 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office 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 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 FA&CAO (free from any encumbrance) may be accepted.

- (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. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Railways, shall be returned to Contractor as per his request duly safeguarding the interest of railways
- (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.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- (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 clause 62 of the GCC.

11. Guarantee and Refund of Security Money

- (a) Please ensure guarantee of three years AMC period for schedule item of work i.e. till completion of AMC work. Any defect due to any reason or inadequate workmanship within the above guarantee period shall be repaired/replaced by you at your own cost and expense.
- (b) The security money unless forfeited in whole or part according to the terms and conditions will be refunded after 3 years AMC period/guarantee period as mentioned above and on receipt of certificate from concerned Supervisor to the effect that the AMC work has been satisfactorily completed in all respect along

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Eastern Railway, Sealdah

with necessary 'No Claim' certificate against the firm duly countersigned by the Engineer.

12. **Security Money**

You are requested to Deposit security money @5% of the contract value as per provision of G.C.C.

13. **GST**

The firm should have GST Registration certificate and should submit along with each on account and final bills. GST is applicable in this contract as per extent rule of Railways. Please note that 2% TDS will be deducted as GST Tax.

14. **I.T.**

2% of bill amount will be deducted from the bill as I.T and 2% Education Cess and 1% Secondary and Higher Education Cess on I.T. amount will also be deducted from the bill.

15. **Completion Period**

Please complete the work within three years from the date of issue of this letter (LOA), failing which necessary action will be taken as per provision of GCC.

16. This letter of acceptance will remain valid till such time the formal agreement in detail terms and conditions is executed with you and thereafter the same will be merged with the agreement.

17. The formal contract agreement will be executed separately with you as early as possible.

18. Please send your token acceptance within 7 days.

Thanking you,

Encl :- Annexure - A & B.

14.2.19
for, Sr.DSTE/SDAH
मंडल सहाय एवं दुरसंचार अभियन्ता
पूर्व रेलवे, सियालदह

Copy to:- ASTE/RHA, SSE/Sig/RHA(IC), SSE/Sig/NRE/DAJ(IC) & SSE/Sig/N/SDAH(IC) for information & necessary action please. Engineer, Railway, Sealdah

Encl : As above

for, Sr.DSTE/SDAH

Copy to : Sr.DFM/SDAH for information Please.

Encl : As above

for, Sr.DSTE/SDAH

Tender No. DSTE/T/35/18-19/REV
SCHEDULE OF THE WORK

Division :- Sealdah
Department :- S&T

Name of the Work :-

Comprehensive AMC for AVO-make UPS installed at various locations in Sealdah Division for Three Years.

(List of UPS given in Annexure-A)

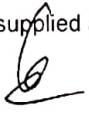
Sl. No.	Description	Qty.	Unit	Unit Rate in Figure (in Rs)	Unit Rate in Word (in Rs)	Total in Rs.
1	COMPREHENSIVE ANNUAL MAINTENANCE OF AVO-MAKE, ONLINE UNINTERRUPTED POWER SUPPLY (UPS) SYSTEM OF 6 KVA (WITHOUT BATTERY). THIS INCLUDES PERIODIC PREVENTIVE MAINTENANCE AS WELL AS RECTIFICATION OF ALL TYPES OF FAILURES OF THE SYSTEM. FOR THE PREVENTIVE MAINTENANCE AND FAILURE RECTIFICATION, ALL THE REQUIRED COMPONENTS AND MATERIALS PERTAINING TO THE SYSTEM, WILL BE SUPPLIED AND TRANSPORTED TO THE SITE BY THE CONTRACTOR AT HIS OWN COST.	6	NO	14990.00	Fourteen thousand nine hundred ninety only	89940.00
2	COMPREHENSIVE ANNUAL MAINTENANCE OF AVO-MAKE, ONLINE UNINTERRUPTED POWER SUPPLY (UPS) SYSTEM OF 1 KVA (WITHOUT BATTERY). THIS INCLUDES PERIODIC PREVENTIVE MAINTENANCE AS WELL AS RECTIFICATION OF ALL TYPES OF FAILURES OF THE SYSTEM. FOR THE PREVENTIVE MAINTENANCE AND FAILURE RECTIFICATION, ALL THE REQUIRED COMPONENTS AND MATERIALS PERTAINING TO THE SYSTEM, WILL BE SUPPLIED AND TRANSPORTED TO THE SITE BY THE CONTRACTOR AT HIS OWN COST.	15	NO	2580.00	Two thousand five hundred eighty only	38700.00
TOTAL AMC COST FOR 1 YEAR =						128640.00
TOTAL COST OF AMC FOR 3 YEARS =						385920.00
GST @ 18% ON TOTAL VALUE =						69465.60
GRAND TOTAL VALUE =						455385.60

General Note :-

- The Intending tenderer must understand the work before quoting. The submission of Tender shall be deemed to have been done after careful study and examination of all papers as well as the work site and understanding the implications thereof.
- Quoted rates will be inclusive of carrying cost of all materials & tools for the work, including loading & unloading at work sites, involved in and concerned with the Schedule of Work, and excluding GST. The GST should be shown separately on total cost.
- Payment for AMC will be made on completion of every quarter (i.e. three months) @ 25% of the contractual amount for the year on the basis of the firm's performance certificate issued by Sr.DSTE or his authorised representative.
- AMC can be terminated at any time by the Railway without showing any reason and the payment upto the date of termination will be released to the contractor by Railway.
- The message of failure or breakdown to be communicated by the Railway by FAX/Letter/Mobile/ Telephone/email. The authorised & trained service Engineer of the firm should attend the breakdown or failure within 1/2 (half) an hour after getting message of failure from the Railway. For other failures (not affecting train movement) service Engineer of the firm shall report to respective station within 02 (Two) hours after getting message of failure from the Railway.
- The payment & deduction will be made as below :-
 - Full payment for the month will be due to the firm only when down time is less than 12 hours is ensured.
 - In the event of down time being more than 3 hours but up to 5 hours per failure, 1/2(half) % of monthly maintenance charges will be deducted every one hour down time in excess of 3 hours. If down time goes beyond 5 hours, the deduction will be 1% of monthly maintenance charges every one hour in excess of 5 hours.
 - In the event of down time being more than 12 hours per month, 1% of monthly maintenance charges will be deducted for every one hour down time in excess of 12 hours.
 - No payment for the month will be made to the firm if down time is more than 24 hours for that month.
 - One percent of maintenance charges payable monthly to the contractor for every hour or part thereof will be deducted in case of the failure of IPS affecting train movement continues beyond one hour during maintenance.
 - Monthly maintenance charges will be calculated for one month on pro-rata basis from the AMC charges of whole year.
- The periodic preventive maintenance/inspection to be done once in a month within tolerance of (+) 2 days.


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- 8 After rectification of the breakdown/failure by the firm, the authorised representative of Sr.DSTE/SDAH will inspect and certify the rectification of the same.
- 9 Care should be taken to avoid damage to existing gears during the work. Any damages to the Railway property shall be made good by the contractor at his own cost.
- 10 The work will be done in presence of Sr.DSTE/SDAH or his authorised representative.
- 11 The performance of the equipment should be inspected by the firm's representative and record should be made in the standard format to ensure proper functioning of the system. During the time of billing, stationwise record should be submitted. Inspection should be carried out in presence of Sr.DSTE/SDAH or his authorised representative.
- 12 Railway authority should give the assurance to perform the job of rectification at any time deputing authorised competent servant of Railway at the affected station.
- 13 Also the UPS system will be handed over to the firm in its operational condition by the Railway when the firm will approach to take work under AMC.
- 14 During the period of maintenance contract no third party will be allowed to undertake any repairing/ servicing on the system unless the firm performing the annual maintenance, gives prior consent.
- 15 During AMC period all the materials required for the satisfactory functioning of the system, have to be supplied and transported at site by the contractor at his own cost.


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Divl. Signal & Telecom Engineer
Eastern Railway, Sealdah

List of AVO-make UPS in Sealdah Division, proposed for AMC

Sl. No.	Location of UPS	Capacity of UPS	Quantity	Under SSE/Signal (IC)
1	Hut No.1 in DDJ - BLYH Auto Section	6 KVA	2 Nos.	SSE/Signal/RR/IDJ (IC)
2	Hut No.2 in DDJ - BLYH Auto Section	6 KVA	2 Nos.	SSE/Signal/RR/IDJ (IC)
3	Hut No.3 in DDJ - BLYH Auto Section	6 KVA	2 Nos.	SSE/Signal/RR/IDJ (IC)
4	L.C. Gate No. 59/C/3/E/FLU	1 KVA	1 No.	SSE/Signal/RHA (IC)
5	L.C. Gate No. 59/C/8/E/STB	1 KVA	1 No.	SSE/Signal/RHA (IC)
6	L.C. Gate No. 62/C/E/BDZ	1 KVA	1 No.	SSE/Signal/RHA (IC)
7	L.C. Gate No. 14/C/E/MAJ	1 KVA	1 No.	SSE/Signal/RHA (IC)
8	L.C. Gate No. 74/A/E/MIJ	1 KVA	1 No.	SSE/Signal/RHA (IC)
9	L.C. Gate No. 3/C/E/BT	1 KVA	1 No.	SSE/Signal/North/SDAH (IC)
10	L.C. Gate No. 4/C/E/BT	1 KVA	1 No.	SSE/Signal/North/SDAH (IC)
11	L.C. Gate No. 10/S/E/BT	1 KVA	1 No.	SSE/Signal/North/SDAH (IC)
12	L.C. Gate No. 18/S/E/LBTL	1 KVA	1 No.	SSE/Signal/North/SDAH (IC)
13	L.C. Gate No. 19/B2/E/HRO	1 KVA	1 No.	SSE/Signal/North/SDAH (IC)
14	L.C. Gate No. 38/A/E/CQR	1 KVA	1 No.	SSE/Signal/North/SDAH (IC)
15	L.C. Gate No. 39/B/E/BSHT	1 KVA	1 No.	SSE/Signal/North/SDAH (IC)
16	L.C. Gate No. 40/C/E/BSHT	1 KVA	1 No.	SSE/Signal/North/SDAH (IC)
17	L.C. Gate No. 51/B2/E/HNB	1 KVA	1 No.	SSE/Signal/North/SDAH (IC)
18	L.C. Gate No. 17/C/E/BNJ	1 KVA	1 No.	SSE/Signal/North/SDAH (IC)


 DSTE/SDAH
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