



भारत सरकार
रेल मंत्रालय

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS**

एल्को/डीएलडब्ल्यू 16सिलेंडर 251सीरीज डी-ई लोकोमोटिव पर प्रयोग हेतु माइक्रो कन्ट्रोलर आधारित गवर्नर (एमसीबीजी) के कन्ट्रोल यूनिट की वार्षिक अनुरक्षण संविदा(ए.एम.सी.) एवं एक्चुएटर यूनिट की ओवरहालिंग संविदा(ओ॰सी॰) की विशिष्टि

**SPECIFICATION OF ANNUAL MAINTENANCE CONTRACT (AMC) OF
CONTROL UNIT AND OVERHAULING CONTRACT (OC) OF ACTUATOR
UNIT OF MICRO CONTROLLER BASED GOVERNOR (MCBG) USED ON
ALCo/DLW 16 CYLINDER 251 SERIES D-E LOCOMOTIVES**

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SPECIFICATION OF ANNUAL MAINTENANCE CONTRACT (AMC) OF CONTROL UNIT AND OVERHAULING CONTRACT (OC) OF ACTUATOR UNIT OF MICRO CONTROLLER BASED GOVERNOR (MCBG) USED ON ALCo/DLW 16 CYLINDER 251 SERIES D-E LOCOMOTIVES

1.0 GENERAL:

This maintenance contract agreement is required to be entered between OEM of MCBG and Diesel locomotive Works for and on behalf of President of India for use and operation by the Zonal Railways at Headquarter/ Divisional level under the supervision of Zonal Railways. The above contract covers the maintenance inputs to be given to MCBG by OEM under AMC and OC of actuator unit of Micro Controlled Based Governor (MCBG) used on ALCo. /DLW 16 cylinder 251 series D-E Locomotives.

2.0 DEFINITIONS:

Throughout this document, the terms:

- a) **MCBG:** Means the Micro Controlled Based Governor.
- b) **'IR'** means Government of India, Ministry of Railways, Railway Board, New Delhi or its nominees.
- c) **'DLW'** means Diesel Locomotive Works, Varanasi - 221004.
- d) **'Tenderer'** means the firm/company submitting the offer for annual maintenance of Micro Controlled Based Governor (MCBG) fitted on ALCo. /DLW 16 cylinder 251 series D-E Locomotives.
- e) **'Contractor'** means the firm/company submitting the offer for annual maintenance of Micro Controlled Based Governor (MCBG) used on ALCo. /DLW 16 cylinder 251 series D-E Locomotives has been placed.
- f) **'Sub-contractor'** means any person, firm or company from whom the contractor may obtain any services for maintenance of Micro Controlled Based Governor (MCBG).
- g) **User Railway** - means the Zonal Railway or Divisional Railway which has placed the contract on firm in terms of this agreement.
- h) **Designated Shed** - shall be the shed so designated by the user railway where the locomotives shall be brought for maintenance including the maintenance of Micro Controller Based Governor (MCBG).
- i) **'Nominated Officer'** means the person nominated by Zonal Railway for the purpose of execution of contract.
- j) **'Loco Hours'** is the total number' of hours in service/breakdown for any locomotive.

3.0 SCOPE:

- 3.1 Annual Maintenance by OEM for Micro Controlled Based Governor (MCBG) fitted on ALCo. /DLW 16 cylinder 251 series D-E Locomotives. The Scope will include Control unit, Pressure sensor box, interconnecting cables with end connectors/lugs between sub assemblies of MCBG, cable between locomotive TB and MCBG, cable between engine speed sensor and MCBG and upgradation of software of MCBG. Actuator Unit is excluded from the Scope of AMC.
- 3.2 Overhauling by OEM of Actuator Unit of Micro Controlled Based Governor (MCBG) fitted on ALCo/DLW 16 cylinder 251 series D-E Locomotives. The removal/fitment of actuator unit, transporting the actuator unit from the diesel shed to the contractor's workshop and back to the diesel shed shall be done by the contractor. The contractor shall arrange to provide an Actuator Unit for each Actuator Unit removed by him for the period the unit is being overhauled.
- 3.3 The contract for AMC shall be comprehensive in nature wherein preventive as well as Breakdown Maintenance of MCBG is to be attended including the arrangement of spares, tools, consumables, technical expertise and manpower. The replaced consumable/tools/items will be contractor's property. They shall remove the same from the shed's premises with due authority.
- 3.4 The overhauling contract of Actuator Unit shall be comprehensive in nature wherein overhauling of the Actuator Unit is to be done including the replacement of parts mentioned in Annexure-1 (Annexure-1 is applicable to a particular OEM M/s Medha Servo Drives Pvt. Ltd., Hyderabad), arrangement of tools, testing arrangement, technical expertise and manpower. The replaced consumable/tools/items will be contractor's property. They shall remove the Actuator Unit to be overhauled from the shed's premises with due authority. Work of overhauling of Actuator Unit will be done at contractor's premises.
- 3.5 Under AMC, the maintenance and support by the contractor shall consist of four 'three monthly preventive schedule' per year of the MCBG for trouble free services of the locomotives as prescribed by the OEM, including attention to the locomotives when they touch the shed at 20/30 days interval. It shall include all extra and out of course attentions including breakdown, if any required, to ensure trouble free operation of the locomotive.

4.0 PLACE OF WORK

4.1 AMC

ALCo./DLW 16 cylinder 251 series D-E Locomotives are based at all Diesel Sheds. However, contract will cover any other shed/place nominated during the currency of the contract. Also, the contractor may be required to attend to a locomotive MCBG at a place not listed in the contract at no extra cost.

4.2 OC

ALCo./DLW 16 cylinder 251 series D-E Locomotives are based at all Diesel Sheds. However, contract will cover any other shed/place nominated during the currency of the contract. Also, the contractor may be required to do the removal of and fitment of actuator unit to a locomotive at a place not listed in the contract at no extra cost.

5.0 AUTHORITY FOR OPERATION OF CONTRACT

This contract is for trouble free operation of Micro Controlled Based Governor by the Zonal Railway/ Divisional railway. Based upon this agreement, the contract will be signed by the user Railways at Zonal HQ and will be executed under the overall supervision of Zonal Railway.

The User Railway shall nominate an officer who shall be responsible for making the contract (Liaison) with the contractor at the defined address by telephone/telex/ fax or in person immediately when the preventive maintenance/ breakdown is to be attended to as required.

The nominated Railway Officer will also be responsible for supervision of the contractor's works for the verification of contractor's bill for payment.

6.0 RESPONSIBILITIES OF PARTIES:

Following are the responsibilities of Railways and the Contractor.

6.1 RAILWAYS

- 6.1.1 The Railway authority shall permit the contractor to work on the Micro Controlled Based Governor of the locomotives under preventive maintenance or break down.
- 6.1.2 The Railway authority shall permit the contractor to work on the Actuator Unit to be offered under OC.
- 6.1.3 User Railways shall nominate the Officer/Supervisor for supervision of the above activities.
- 6.1.4 The User Railway shall issue the necessary identity card (even if temporary) to the working staff/service engineer for their entry on the platform and other railway premises. However this Identity Card will not be taken as a travel authority.
- 6.1.5 The necessary space, electricity, and water connection shall be provided free of cost as required for at the nearest possible point of the site. In addition, a lockable room to store the tools and tackles shall be provided free of cost by the IR to the contractor. However, there will be no separate exclusive security systems for the space/facility provided to the contractor.
- 6.1.6 The user Railway shall make the locomotives fitted with MCBG available for the maintenance/overhauling under AMC and OC respectively.
- 6.1.7 Railway shall mention the details of the MCBGs including the locomotive nos. covered under Annual Maintenance Contract/Overhauling Contract for the reference of both the parties. In case the base maintenance designated shed of the locomotive is shifted to any other location, than those specified in the scope, the scope of AMC/OC shall accordingly be shifted to new site/base.
- 6.1.8 The nominated railway officer shall intimate the contractor by Telephone/ Telex/ Fax or in-person mentioning the loco numbers and location of the locos along with the time of call. He shall maintain the register of such calls made for reference of both the parties.

6.1.9 In the event of failure of the Locomotive at a station other than the base maintenance (Designated) shed of the Locomotive, the concerned Railway official will give intimation to the nearest regional office or the contractor who shall coordinate to get the break down call attended. This, however, does not absolve the nominated service engineer of the contractor at the base shed from making his own direct communication with the regional office and organizing attention.

6.2 CONTRACTOR

6.2.1 The contractor shall post a service engineer for the execution of this contract at the designated shed/sheds. Railways shall have no objection to the Service engineer attending preventing maintenance of other systems for which contract has been given to the same contractor.

6.2.2 The service Engineer will carry out preventive maintenance on locos at all days and times including Sundays and Gazetted holidays depending upon availability of locomotive in the shed. Preventive maintenance shall be carried out in coordination with the shed and within the time the maintenance of other systems of the locomotive is in progress.

6.2.3 The breakdown will be rectified within 6 hours, the loco is available in the shed.

6.2.4 Service engineer will be available in the shed during working hours to attend breakdown calls/ preventive maintenance. Backup arrangement will be made by the contractor in the absence of service engineer.

6.2.5 The contractor shall keep all the necessary tools, testing equipment / Spare Parts, Sub-Assemblies & Consumables in the ready stock in the contractor's premises at the location of the designated shed of maintenance or their workshop or in the nearest office. IR shall, however, provide a lockable room to the contractor at the designated shed.

6.2.6 The contractor will furnish the standard (OEM recommended) list of spares, consumable & tools to be stocked by the contractor at the designated shed with this tender for all types of Locomotives and different fleet size.

6.2.7 It will be responsibility for contractor to ensure minimum recommended stock of all spares, consumables and tools are available with him & those used up during maintenance are replenished quickly to avoid delay in Locomotive repair time. The railway official has the authority to check spares, consumables & tools and insist of updation of stocks in case of discrepancies

6.2.8 The service engineer nominated for the repair on the shed duty shall observe all safety and security rules prevailing at the place of work.

6.2.9 The contractor shall maintain all such records/ log-books prescribed by the Railway & produce for inspection by the Railway whenever required.

7.0 PROGRESS REPORT

The regular observations and quarterly progress report of the user railways will be sent to DLW for future centralized reference.

8.0 VALIDITY OF CONTRACT

The above contract shall be valid for one/two /three years from the date of issue of the contract or from the date of expiry of warranty of the Locomotive whichever later. All the repairs/'two monthly' and 'four monthly' preventive checks due within the date of expiry of contract shall, however be completed by contractor & the contract will be treated as valid till such completions of the work. Any extension of the contract shall be for a minimum period of one year or multiple thereof.

9.0 RATES

9.1 ANNUAL MAINTENANCE CONTRACT:

The rates to be quoted for comprehensive AMC covering both the break down & preventive maintenance (including spares and service) per Locomotive per year consisting of control unit of one Micro Controlled Based Governor in figures and in words.

9.2 OVERHAULING CONTRACT OF ACTUATOR UNIT:

The rates to be quoted for Overhauling per actuator unit in figures and in words.

10.0 OWNERSHIP OF THE REJECTED & OLD COMPONENTS

The ownership of the rejected or defective replaced components/parts is of the Contractor against the replacement made by them on Micro Controlled Based Governor to make it operative.

11.0 PENALTY :

Penalty shall apply to complete MCBG including Actuator Unit. The cumulative maximum penalty shall be limited to 20% of the billing amount.

11.1 PENALTY FOR DELAY IN ATTENDING AND RECTIFYING THE BREAKDOWN CALLS:

Problems reported would be advised to the contractor's representative at the nominated place on contact phone no. (which contractor shall apprise at the time of award of contract). The contractor will be required to attend such problems/failures within:

- (i) Twelve hours at the designated shed if the breakdown call is given during the working days of the week after normal working hours.
- (ii) Twenty four hours on Gazetted holidays (Govt. of India) and Sundays from the time of call of breakdown.

Any delay by the contractor in reporting to attend breakdown will affect the running of the train services and may cause loss of revenue to the user Railway. Therefore the user, Railway will recover from the contractor as agreed damages and not by way of penalty a token sum of Rs.1,000/ in each case of delay stipulated above.

11.2 PENALTY FOR DOWNTIME:

For this purpose, downtime will be calculated as percentage of total loco hours under contract for the month. In case the contractor fails to maintain the contracted availability requirements, a penalty shall be levied as under.

Down Time	Penalty
5% or less	Nil
5% - 7%	2% of the total monthly proportionate bill
7% - 10%	5% of the total monthly proportionate bill
More than 10%	20% of the total monthly proportionate bill

However for the first 3 months of the contract period no penalty shall be applicable and during this period the contractor will build up the necessary systems & infrastructure.

11.3 PENALTY FOR LOCOMOTIVE UNDER REPAIR:

For this purpose the maximum of the figure of locomotives under repair everyday at 0.0 hrs on Micro Controller Based Governor system account over a period of a month will be worked out. This maximum figure shall not exceed 5% of the total no. of locomotives under maintenance contract during the particular month or else penalty shall be levied as under:

Max number of Locos Down	Penalty
5% or less	Nil
5% - 10%	2% of the total monthly proportionate bill
More than 10%	10% of the total monthly proportionate bill

However, this shall be applicable only when the loco population under the maintenance contract increases to 20 nos.

12.0 PAYMENT

- 12.1** For the purpose of contract, a locomotive will be considered as covered under the AMC from the month, first attention is given to it, after its warranty cover is over.
- 12.2** The total yearly payment for AMC shall be made in four equal installments and such installments of the payment shall be made in advance against the Bank guarantee submitted by the contractor of the equal amount valid for 15 months. The contractor shall be allowed the advance payment in the beginning of the each quarter for the number of maintenance schedules which are planned to be carried out in that quarter duly certified by the nominated officer.
- 12.3** The total payment for OC shall be made in one installment and such installment of the payment shall be made in advance against the Bank guarantee submitted by the contractor of the equal amount valid for 12 months.
- 12.4** A bill for AMC will be submitted by the contractor quarterly and it will be certified by the nominated officer for completion of maintenance and after calculation of penalties as stipulated in para 11.0. On account of penalty or non performance of a planned

scheduled maintenance, such dues, if any, shall be deducted from the next payment as above.

12.5 A bill for OC will be submitted by the contractor and it will be certified by the nominated officer for completion of the overhauling and after calculation of penalties as stipulated in para 11.0. On account of penalty such dues, if any, shall be deducted from the next payment as above.

12.6 The bills submitted by the contractor for payment must accompany:

12.6.1 The certificate of maintenance of the locomotives issued by nominated Officer.

12.6.2 The above bill shall bear the individual locomotive number of the locomotives maintained by the contractor for each quarter covered under this AMC.

12.6.3 Current and valid ITCC.

12.7 The contractor shall submit the Bank Guarantee (BG) for the amount equal to the payment to be made for each three monthly installments in case of AMC and one installment in case of OC in the prescribed format. This Bank Guarantee will be submitted in favour of FA& CAO of the User Railway and will remain valid for min. 15 months from the date of issue of Bank Guarantee. This Bank Guarantee is submitted in lieu of the advance payment to be made by the Railways to the contractor. The Bank Guarantee shall be released after issue of No Dues Certificate from the Nominated Officer.

The B.G of the amount as advised by the user Railway(s) shall be submitted by the contractor from any nationalized bank in f/o of the paying authority. The Railway reserves the right for making adjustments/recoveries outstanding against the contractor under this contract by the way of encashment of this B.G.

13.0 THE RECORDS TO BE MAINTAINED BY NOMINATED OFFICER.

13.1 The user Railway & the contractor will jointly sign the list of locos to be covered under this contract. Any modification will also be jointly signed, as proposed by the user Railway.

13.2 The user railways shall maintain records of maintenance contract stating the locomotive numbers to be maintained under this AMC along with the date of inclusion of the locomotive under AMC.

13.3 The user railways shall maintain records of maintenance contract stating the Actuator Unit numbers to be overhauled under this OC.

13.4 The nominated officer shall keep the register/ record for the previous bills paid for each Actuator Unit to avoid duplicity of payments at any time.

13.5 The nominated officer shall keep the register/ record for the previous bills paid for each locomotive to avoid duplicity of payments at any time.

14.0 PAYING AUTHORITY

The payment against this contract shall be made by the Controlling Accounts Officer of

the user Railways. Any taxes including Income tax required to be deducted at source shall be deducted and a certificate to that effect shall be issued to the contractor as prescribed under the rules.

15.0 CONTRACT PERFORMANCE GUARANTEE

The contractor shall submit 5% as security deposit for 39 months. This performance guarantee /Security deposit shall be in the form of bank guarantee valid for a period of 39 months. The above S.D. is to be submitted to the User Railway. The user railway may forfeit the S.D. in case of the failure of contractor in execution of the contract.

16.0 WARRANTY FOR OC

Warranty period shall be 48 months from the date of overhauling of actuator unit under OC.

17.0 FORCE MAJEURE CLAUSE

Force majeure shall comprise the occurrence beyond the control of the railways and the contractor as the "case may be but not limited to the events such as explosion, flood, fire, major power failure, accident, breaches, act of God, act of public enemy, wars, riots, sabotage or any law of state or Ordinance or the order or regulation of Govt. or local public authority. In such situation, either party shall promptly notify the other party in writing for such act with proof that it is beyond their control to carry out obligation of this contract and agree for mutually acceptable course of action.

The liquidated damages shall however not be applicable during this period.

18.0 ARBITRATION

In the event of any question, dispute or differences arising under the condition of this contract which cannot be resolved by mutual discussions, such' dispute can be referred to the sole arbitrator nominated by the General Manager of user railways. The sole arbitrator appointed by the General Manager in this case shall be Gazetted Railway officer. However the person will not be one of those who have dealt with the matter related to or who in the course of their duties as railway servant have expressed view on all or any of the matter under dispute or differences. The venue of arbitration shall be at Varanasi.

The award of the sole arbitrator shall be final and binding on both the parties to this contract. Subject as after said, the arbitration act, 1996 & the rule of their under and any statutory modifications there of for the time being inforce shall be deemed to apply to the arbitration proceeding under this clause.

19.0 LAWS GOVERNING THE CONTRACT.

The contract shall be governed by the Laws of India for the time being enforced irrespective of the place of performance or payment under the contract.

20.0 JURISDICTION OF THE COURTS

The courts of the place where the contract has been entered into by the user railway and

the contractor shall alone have the jurisdiction to decide any dispute arising out of or in respect of the contract.

21.0 FAILURE

If the contractor fails in the performance of the contract (except in case of force majeure & having been allowed a reasonable time to complete the obligation), the user Railway may without prejudice to his other rights, cancel the contract or a portion thereof and if he so desires, to enter into another contract for fulfillment of the obligation for the remaining period, at the risk and cost of the contractor.

22.0 SUBLETTING AND ASSIGNMENT

The contractor shall not, save with the previous consent in writing of the user Railway, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

In the event of the contractor's subletting or assigning this contract or any part thereof without any such permission, this will be deemed as the breach of contract and the user railways shall be entitled to cancel the contract.

23.0 OTHER CONDITIONS

The manufacturer of MCBG are considered fully equipped with required man-power and technical know how along with the latest technological up gradation and developments in the field.

(Documents in proof are to be enclosed by the tenderer)

24.0 CONTRACT ISSUING AUTHORITY

24.1 This contract is issued on M/s Contractor & shall remain valid for a period of one/two/three years from the date of issue of the contract unless otherwise extended or terminated.

24.2 For the conditions not covered in this document, General Conditions of contract will apply.

This concludes the contract and is issued for and on behalf of the president of India.

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