

Indian Railways
CHITTARANJAN LOCOMOTIVE WORKS
CHITTARANJAN

CONDITIONS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR

“Roof Mounted Air Conditioning System without trough for Electric Locomotives of Indian Railways”

No. CLW/ELDO/AMC/Cab AC/01 Rev '0'
Issued on:

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| CONDITIONS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR ROOF MOUNTED AIR CONDITIONING SYSTEM WITHOUT TROUGH FOR ROLLING STOCK OF INDIAN RAILWAYS FOR ELECTRIC LOCOMOTIVES | Prepared by | Checked by | ELECTRIC LOCO DESIGN OFFICE CHITTARANJAN LOCOMOTIVE WORKS, WEST BENGAL, INDIA | | | | | |
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AMENDMENT SHEET

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GUIDELINES REGARDING ANNUAL MAINTENANCE OF ROOF MOUNTED AIR CONDITIONING SYSTEM WITHOUT TROUGH FOR ELECTRIC LOCOMOTIVES OF INDIAN RAILWAYS

1.0 GENERAL

This annual maintenance contract agreement is required to be entered between Supplier of Roof Mounted Air Conditioning System without trough for Rolling Stock of Indian Railways for Electric Locomotives and CLW/BLW/PLW or ZRs 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 comprehensive maintenance requirement of Roof Mounted Air Conditioning System without trough fitted in Electric Locomotives.

2.0 DEFINITIONS

Throughout this document, the terms:

- a) **IR:** means Government of India Ministry of Railways, Railway Board, New Delhi or its nominees.
- b) **CLW:** means Chittaranjan Locomotive Works, Chittaranjan.
- c) **BLW:** means Banaras Locomotive Works, Varanasi.
- d) **PLW:** means Patiala Locomotive Works, Patiala.
- e) **RDSO:** means Research Design & Standard Organization, Lucknow for the purpose of consultation regarding up gradation.
- f) **ZRs:** means Zonal Railways.
- g) **Tenderer:** means the firm/company submitting the offer for annual maintenance of Roof Mounted Air Conditioning System without trough for Rolling Stock
- h) **Contract:** means the contract for annual maintenance of Roof Mounted Air Conditioning System without trough fitted on Electric locomotives at loco sheds of Indian Railways proposed to be entered into between IR and the firm, against the tender.
- i) **Contractor:** means the firm / company or its wholly owned subsidiary in India on whom the order for annual maintenance of Roof Mounted Air Conditioning System without trough for Electric Locomotives is to be placed.
- j) **Sub-contractor:** means any person, firm or company from whom the contractor may obtain any services for maintenance of Roof Mounted Air Conditioning System without trough for Electric Locomotives.

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- k) User Railway:** means Zonal Railway or Divisional Railway which has placed the contract on firm in terms of this agreement.
- l) Designated Shed:** shall be the shed so designated by the user railway, within the zone of that user railway, where the locomotives shall be brought for maintenance including the maintenance of Roof Mounted Air Conditioning System without trough for Electric Locomotives.
- m) Nominated Officer:** means the person nominated by user Railway for the purpose of execution of contract.
- n) GCC:** shall mean General Conditions of Contract (Works), of the concerned zonal railways.

3.0 SCOPE

3.1 Comprehensive Annual Maintenance Contract (CAMC) of Roof Mounted Air Conditioning System without trough for Electric locomotives of Indian Railways consisting of all equipment such as Blower Motor, Condenser motor, Compressor, all types of MCBs & MPCBs, switches, transformer, contactor etc.

3.1 Annual Maintenance for OEM make Roof Mounted Air Conditioning System without trough for Electric Locomotives in working condition to be jointly certified by the Contractor & user Railways to be covered in the aforesaid AMC. For this purpose, AMC contract shall begin when:

- a) In case of Electric Locomotives built at CLW/BLW/PLW immediately w.e.f. next day when the warranty period expires.
- b) In case a) if the AMC is awarded beyond the warranty period, the joint inspection & OEM recommended rectification, if any, at the cost of IR shall be required before the commencement of the AMC.

3.2 The contract shall be comprehensive in nature wherein preventive as well as breakdown maintenance of Roof Mounted Air Conditioning System without trough is to be attended by the contractor including the arrangement of spares, tools, consumables, technical expertise and manpower. The replaced consumables, tools, items will be contractor's property. The contractor shall remove the same from the shed's premises with due authority.

The respective firm shall submit the preventive maintenance schedule as per their design to the zonal railways for approval and all maintenance activity shall be carried out as per the schedule approved by railways.

3.3 Contractor will have to ensure good working condition of Roof Mounted Air Conditioning System without trough for Electric Locomotives as per RDSO specification No. RDSO/2007/EL/Spec/0055 Rev-2 or latest and is to be kept in good working condition during the period of maintenance contract. Any defect noticed needs to be repaired at the earliest. The contract shall cover

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comprehensive maintenance of Roof Mounted Air Conditioning System without trough for Electric Locomotives. Replacement of Components if require shall be carried out one to one replacement as per RDSO specification.

- 3.4** The locomotives going out of the manufacturers' warranty for Roof Mounted Air Conditioning System without trough, shall only be included under the annual maintenance contract. The warranty period for the equipment shall be governed by the original supply contract against which the equipment are supplied to Indian Railways. True copies of such documents shall be furnished by the contractor.

4 PLACE OF WORK

Electric Locomotives are based / proposed to be based at Loco Sheds under various Zonal Railways. The contractor shall arrange required men and material at the designated sheds.

The maintenance / breakdown repairs shall normally be carried out by the contractor through its nominated Service Engineers at designated shed only. However, in case of failure on equipment under AMC, at any location within that zonal railway the maintenance /breakdown repair may be carried out at trip sheds also.

5 AUTHORITY FOR OPERATION OF CONTRACT

This contract is for trouble free operation of Roof Mounted Air Conditioning System without trough for by the user loco sheds/Zonal Railways. Based upon this agreement, the contract shall be signed by the user loco shed at Zonal HQ and shall be executed under the overall supervision of Zonal Railway.

The User Railway shall nominate an officer who shall operate the contract for maintenance of the equipment and who shall be responsible for making the contract (Liaison) with the firm at the defined address by telephone/E-mail/fax or in person immediately when the preventive maintenance breakdown is to be attended as required. The nominated Railway officer shall also be responsible for supervision of the contractor's works for the verification of the contractor's bill for payment.

6 RESPONSIBILITIES OF PARTIES

The following are the responsibilities of Railways and the Contractor.

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6.1 RAILWAYS

- 6.1.1 The Railway authority shall permit the contractor to work on Roof Mounted Air Conditioning System without trough fitted on Electric Locomotives under preventive maintenance or break down.
- 6.1.2 User Railways shall nominate the Officer/ Supervisor for supervision of the work done by the contractor under the contract.
- 6.1.3 The User Railway shall issue the necessary road permit and other related statutory forms/documents to facilitate movement of materials and men (even if temporary) to the working staff/service engineer for their entry on the platform and other railway premises. Necessary documents to facilitate movement of materials shall be given by the shed.
- 6.1.4 The necessary space, electricity, and water connection shall be provided by railways 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 shall be no separate exclusive security systems for the space/facility provided to the contractor by Railways. This shall be applicable at all designated base sheds.
- 6.1.5 The user railway shall make the locomotives available for the maintenance.
- 6.1.6 Railways shall mention the details of the locomotives including the locomotive nos. covered under annual maintenance 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 shall accordingly shifted to new site/base after as mutually agreed between firm & railways.
- 6.1.7 The nominated Railway Officer shall intimate the firm by Telephone/E-mail/ Fax or in-person mentioning the loco numbers and location of the locos along with the time of call. He shall maintain a register of such calls made for reference of both the parties.
- 6.1.8 In case the failure of equipment is attended by the contractor at a station other than the base maintenance shed, the service engineer shall give a declaration indicating the attendance and clearance time to the concerned Railway official at the location, which shall be countersigned by the Railway official. The same shall be submitted to the designated shed along with the site report for records.
- 6.1.9 The owning shed and the firm shall jointly arrive at the no. of locos that are falling due for AMC at the start of every month and a record shall be kept for this purpose.

6.2 CONTRACTOR

- 6.2.1 All the work including checks shall be carried out on the stable conditions at the designated shed.

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- 6.2.2 The contractor shall post adequate no. of qualified service engineers (1 service engineer for 24x7 at sheds having fleet size 100 Locos & above) and arrange required materials exclusively for the execution of this contract at the designated shed/sheds with immediate effect.
- 6.2.3 Service Engineer shall carry out preventive maintenance on locos at all days and times including Sundays and Gazetted holidays depending upon availability of locomotive in the shed.
- 6.2.4 The contractor shall keep all the necessary tools, testing equipment/Spare Parts, Sub-assemblies & consumables in the ready stock in the firm's premises. Contractor shall have to maintain minimum 01 Loco set spares material of Roof Mounted Air Conditioning System without trough ready for every 50 Loco sets.
- 6.2.5 All components/materials required for effective and timely execution of this AMC contract may have to be moved by "Contractor" from their warehouse or any other location. Risk of loss or damage during such movement will be to the account of the contractor.
- 6.2.6 'Contractor' must keep adequate stocks of the components/ materials received from their warehouse or any other location in order to ensure minimize down time in the execution of this AMC contract.
- 6.2.7 Documents for movement of components/materials from Contractor's warehouse or any other location to the stock-points: The documents employed for the inter-state movement of the components/materials required for the execution of the present AMC must make explicit reference to the particular AMC contract apart from the locomotive reference for which the AMC is entered into.
- 6.2.8 The contractor shall furnish the standard (OEM recommended) list of spares, consumables and tools to be stocked by the contractor at the designated shed. It shall be responsibility of the contractor to keep the adequate spares, consumable and tools that may be required to service the AMC to avoid any delay in repair time. The Railway official can check the stock of spares if so desired.
- 6.2.9 The service engineer nominated for the repair on the shed duty shall observe all safety and security rules prevailing at the place of work.
- 6.2.10 The contractor shall maintain all such records/ log-books prescribed by the railways & produce for inspection by the Railways whenever required. Records may be verified /countersigned by Railway for each entry. Separate register may be maintained for preventive and breakdown maintenance.
- 6.2.11 If there is any major problem and service engineer wants to get equipment repaired at their firm, contractor has to take prior approval from concerned Sr. DEE/ Sr.DME or their nominated official.

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6.2.12 Replacement/ rectification of all defective components by the contractor shall be done as per need basis so as to maintain complete system in 100% healthiness. The contractor shall ensure 100% availability of all associated components.

7 PROGRESS REPORT

The regular observations and monthly progress report of the user railways shall be sent to CLW/BLW/PLW by the user railway for future centralized reference.

8 VALIDITY OF CONTRACT

The above contract (with rates and terms & conditions) shall be valid for **05 years** unless otherwise extended or terminated by Railways. Both the parties shall take up jointly the inventory of eligible locomotives to be maintained under this contract. For the purpose of billing and payment, AMC takes effect with signing of agreement between railway and contractor and taking up of joint inventory of eligible locomotives to be maintained.

9 PAYMENTS

9.1 Payments for maintenance obligations:

9.1.1 No payment shall be made to the Contractor for maintenance obligation during the Contract Delivery Period and Warranty period.

9.1.2 During the maintenance period after completion of warranty period, the Contractor shall be paid for its Maintenance obligations is as under:

14% (fourteen percent) of the basic rate plus applicable taxes (The basic rate of Purchase Order against on which the material was supplied) pertaining to the fleet in holding with Authority per annum, from the date of completion of Warranty Period till completion of Maintenance Period”.

9.1.3 Above amount for the performance of Contractors Maintenance obligations shall be, exclusive of all taxes. The amount payable for maintenance shall be adjusted to reflect any increase or decrease arising out of variation in WPI to be determined in accordance with the provisions of the Contract.

Price adjustment for Maintenance of Project

Lump sum payment for Maintenance shall be adjusted every quarter for changes in rates and prices of various inputs in accordance with the formula given below:

$$V = P \times (W_i - W_0) / W_0$$

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Where

V = Increase or decrease in the quarterly lump sum payment

P = Quarterly lump sum payment due to the Contractor after adjusting any reduction in payment for non-compliance of the Maintenance Requirements

W₀ = The wholesale price index (all commodities) for the month of the Base Date.

W_i = The wholesale price index (all commodities) for the first day of the quarter under consideration for determining the price adjustment.

9.2 For the purpose of contract, the AMC for any locomotive shall begin immediately from the date of entering into the contract after the warranty period of the locomotive to be covered under the AMC is over.

9.3 The total yearly payment shall be made in four equal installments and such installments of the payment shall be made against the bill submitted by the contractor every quarter which is to be certified by the nominated officer for completion of maintenance and calculation of penalties as stipulated in para 11.

9.4 In the case of theft or damage due to mishandling where contractor is not responsible for the damage. A joint investigation shall be carried out by railway nominated officials and representative of firm.

9.5 **The bills submitted by the firm for payment must accompany:**

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

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

10. OWNERSHIP OF THE REJECTED & OLD COMPONENTS

The ownership of the rejected or defective replaced components/parts vests with the contractor against the replacement made by them on equipment supplied to make it operative.

11. PENALTY:

11.1 Definition of failures and its penalties

11.1.1 In case of, the repair/replacement must be done by the end of next calendar day (i.e., 0:00 hours to 24:00 hours), subject to the availability of Loco for a minimum 4 (Four) hours period.

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If the Bidder fails to repair/replace the defective component(s) by the end of next calendar day (i.e., 0:00 hours to 24:00 hours), it shall attract penalty as defined in '**Penalty on failure of Repair/Replacement Services on Time**' item of the Clause 11.2 - titled "Penalties".

- 11.1.2 The Bidder shall perform Root Cause Analysis of all failures - a detailed technical analysis report on the root cause and steps taken for avoiding such recurrence of such failure from the bidder shall be submitted within 05 working days from the date of failure.

11.2 Penalties

11.2.1 Penalty on failure of Repair/Replacement Services on time.

11.2.2 Penalties as per telescopic rate mentioned below will be imposed.

| Duration of Repair/ Replacement* | Deduction/Penalties during CAMC Period* |
|-------------------------------------|-----------------------------------------------------|
| More than 1 day & up to 7 days | @Rs.300/- per day or part thereof for each failure. |
| More than 7 days | @Rs.600/- per day or part thereof for each failure. |

*Only those Calendar Days shall be considered for deductions/penalties when Locomotive has been made available to vendor for a minimum 4 (Four) hours period.

Firm to provide detailed penalty statements for each Roof Mounted Air Conditioning System without trough as per table mentioned above. The statements will be verified randomly for payments. Firm is solely responsible for their statements. Recovery may be imposed if statements are found wrong even after payment.

No penalty /deduction of payment shall be made if failure to service /maintenance in specified schedule is due to non-availability of Loco in respective location.

12 THE RECORDS TO BE MAINTAINED BY NOMINATED OFFICER

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

12.2 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.

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

13 PAYING AUTHORITY

The payment against this contract shall be made by the Sr. Divisional Finance Manager of the user loco Shed. 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.

14 CONTRACT PERFORMANCE GUARANTEE

The contractor shall deposit Performance Guarantee at a rate of 10% of the contractual value initially valid up to (Yx12 +2) months where Y is the no. of years for which contract agreement is to be signed. This performance guarantee shall be in the form of Bank Guarantee. The user railways may forfeit the Bank Guarantee (B.G.) in case of the failure of firm in execution of the contract or in the event of breach of any terms and conditions of contract by the contractor.

15 FORCE MAJEURE CLAUSE

Force majeure shall comprise the occurrence beyond the control of the railways and the firm as the case may be. This shall include, 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 about such event with evidence of happening, where possible and mentioning 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 also not be applicable during this period.

16 ARBITRATION

16.1 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 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 shall 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 award of the 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

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thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

16.2 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

16.3 The arbitral award shall state item wise, the sum and the reasons upon which it is based.

17 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.

18 JURISDICTION OF THE COURTS

The courts of the place where the contract has been entered into by the user railway and the firm shall alone have the jurisdiction to decide any dispute arising out of or in respect of the contract.

19 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 it so desires, to enter into another contract for fulfillment of the obligation for the remaining period at the risk and cost of the contractor.

20 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 consent, this shall be deemed as the breach of contract and the user railways shall be entitled to cancel the contract without prejudice to Railways right to recover damages and taking any action including legal action as deemed fit by Railways.

21 LOCAL CONDITIONS

It shall be the responsibility of the contractor as he deems necessary to acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract and the cost of the stores. In his own interest the contractor may familiarize himself

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| CONDITIONS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR ROOF MOUNTED AIR CONDITIONING SYSTEM WITHOUT TROUGH FOR ROLLING STOCK OF INDIAN RAILWAYS FOR ELECTRIC LOCOMOTIVES | Prepared by | Checked by | ELECTRIC LOCO DESIGN OFFICE CHITTARANJAN LOCOMOTIVE WORKS, WEST BENGAL, INDIA | | | | | |
| | SSE/ D/ Elect. | SEE/Design | No. CLW/ELDO/AMC/Cab AC/01 Rev '0' | | | | | |
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with the Income Tax Act, 1961, The Companies Act, 1956, The Customs Act. 1962 and related laws in force in India amended from time to time.

22 RULING LANGUAGE

The ruling language shall be English.

23 OTHER CONDITIONS

In the proposed contract for the condition not specified therein, General Conditions of Contract for services with the latest amendments shall apply. The execution of works covered by the tender shall be governed by the General Conditions of Contract (GCC) of Indian Railways with all the latest amendments up to date. By signing the contract, it would be deemed that the contractor has kept himself informed of the provisions of the "General Conditions of Contract" including all corrections and amendments issued up to date. A copy of GCC shall be enclosed to the agreement and which shall form part and parcel of the agreement.

24 CONTRACT ISSUING AUTHORITY

- 24.1** This contract will be issued on firm by the user loco shed of Zonal Railway & shall remain valid for a Period of Five years from the date of issue of the contract unless otherwise mutually agreed to for extension or termination.
- 24.2** CLW/BLW/PLW will make payment for supply of Roof Mounted Air Conditioning System without trough for Electric Locomotives.
- 24.3** Payment for CAMC will be done by User Railways as per their requirement.

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