

agent would be required to submit BG of suitable amount. In case the entire machine has to be taken back, a Bank Guarantee for the cost of the machine would have to be submitted. The bank guarantee should be of adequate value so as to cover the cost of the assembly/sub-assembly/paid up cost of the machine.

## 12.8 Turn-Key contracts (Clause 3700 of COFMOW Bid Documents)

3701. The supplier shall arrange certification of Foundation by a RCC Consultant, who should be a Chartered Engineer registered with the Institution of Engineers, that: -

- a) The design of the machine foundation &
- b) Construction of the foundation.

is in accordance with the latest version of the relevant part of the Indian Standard for Code of Practice for design & construction of machine foundation as specified in IS:2974.

The original certificate issued by the consultant for certification of both the design & construction of the foundation and a copy of his registration certificate from the Institution of Engineers shall be submitted by the supplier to the consignee.

3702. The supplier shall stand a warranty for the foundation along with the machine. He shall arrange to rectify any defects (e.g. sinking or cracking) occurring during the warranty period in the foundation. He shall also be responsible for uprooting and reinstalling the machine if so required for carrying out the repairs to the foundation. The warranty period would be extendable by the time period for which the machine remains out of commission due to the defect in the foundation or a period of one year, whichever is more.

3703. The payment for the construction of the foundation and installation & Commissioning of the machine would be released only after submission of a certificate as required vide Para-3701 above, which has to be certified by the consignee. This certification shall be done while issuing the PTC for the machine.

3704. Detailed specifications of the quantity and quality of the material etc. of the turnkey work is to be specified by the firm along with the offer so that these can be incorporated in the contract to ensure right quality as well as quantity of the material etc.

## 13.0 SERVICE FACILITY IN INDIA AND TECHNICAL SUPPORT

13.1 The tenderer will clearly spell out in the offer the facilities available with him or his agent for providing adequate after-sales service in India during warranty period in the appropriate section of Annexure 'A' of Section III. The complete details such as organization for after sales service, availability of technically competent engineers and warehousing facilities for spares should be clearly indicated. Bidders not offering complete servicing/repair facilities in India to ensure quick response to maintenance/ servicing calls are not likely to be considered.

13.2 After the warranty period and AMC period, if any, the manufacturer or his agent shall agree to provide service supports for trouble shooting and obtaining spare parts. The manufacturer shall be obliged to provide spare parts required by the Purchasers for a period of 12 years from the date of delivery of the machine at the ultimate destination to safeguard against obsolescence.

13.3 Tenderer who are OEM, shall undertake to supply spare parts for a period of expected life of machine. Other tenderers shall submit undertaking from OEM for supply of spare parts for a

  
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AWM-II

  
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period of expected life of the machine.

- 13.4 During warranty period, the supplier or his authorized agent shall attend for break down as soon as possible, but in no case later than 72 hours of receipt of intimation of the breakdown.


#### 14.0 BOUGHT OUT ITEMS

- 14.1 The bidder shall furnish along with the offer a list of all critical items/ sub- assemblies which are bought out by the bidder and proposed to be used, along with the manufacturer's name, brand model etc. The successful bidder may be required to produce invoices to ensure genuineness of such products / verification by the Inspecting agency.
- 14.2 The bidder should clearly indicate that in case of components/sub-assemblies taken from reputed companies such as Vickers, Rexroth, RITTAL, THK, and Shenburger etc., the parent company has already entered into contract with their Indian units/affiliates for undertakings repairs/after sales service during warranty and post warranty.

S.No.	Sub-assembly	Make
1.	Hydraulic system	Rexroth/Vickers/Yuken/Atos/Parker
2.	Air conditioner for Control cabinet	RITTAL/Warner Finley/Kelvin
3.	Lubrication System	Cenlub/Dropco/Vogel/ Rexroth
4.	Electrical Control Cabinet	RITTAL/ Siemens or of other reputed make with IP55 Protection level
5.	Servo Controlled Voltage Stabilizer	Servomax/Consul/ Aplab/Unity Controls Pvt Ltd/ Neelkanth Power Solutions
6.	Ultra Isolation Transformer	Servomax/Consul/ Aplab/Unity Controls Pvt Ltd/ Neelkanth Power Solutions
7.	A.C. Motors	NGEF/BBL/ABB/KEC/Crompton/ Siemens/ Allen Bradley
8.	Proximity Switch	Elap/Schneider/Omron/Scanner
9.	Contactors	Siemens/BCH/ABB/Schneider/L&T
10.	Limit switches	BCH/Siemens/L&T/Teknic/Euchener/ Honeywell,USA
11.	Push button	Teknic/Siemens/ Schneider/BCH
12.	'O' Rings & rubber seals	Merlin/Parker/Busak/Hunger/Merkel/Soloseal/ Walkersolo/Halite
13.	Cable/wire	Siemens/Indramat/Hubershnuer/ Finolex/Havells/KEI
14.	PLC	Siemens/Fanuc/Mitsubhishi/ Messung/Hitachi/ ABB/ Allenbradley/Schneider
15.	Air circuit breaker	Siemens/L&T
16.	Connectors	Harting/Kontakt/L&T/Omron
17.	Hydraulic seamless tubes	Parker/Maharashtra Seamless / Indian seamless
18.	MCCB	Schneider/ABB/ Siemens/L&T/C&S

  
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SSE/PM

  
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AWM-II

  
SSE/MTS

  
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- 15.0 COLOUR:** The machine and its accessories shall be painted in Apple Green Colour No.281 to IS:5-1978, (if any specific colour code standardized by BIS is available, the same be given). The machine can also be painted in equivalent RAL/DIN/other International Standards. If there is a standard color scheme of the manufacturer, the same can also be considered and may be specified.
- 16.0 WARRANTY (Warranty obligations to be fulfilled by firm during warranty period).**  
The following conditions regarding maintenance and reliability shall apply: -
- 16.1** Warranty Period shall be 24 months (Two Years) from date of commissioning of machine/plant and shall be comprehensive in nature. **If the offer is found with less than 24 months or ambiguous/uncertain on warranty conditions, the tender is liable to be rejected.**
- 16.2** The tenderer shall warrant and submit undertaking regarding the following,
- The machine shall be designed for a life of 20 years with regular maintenance and all the structural members of the machine and the foundation shall be guaranteed for 20 years against cracks breakages and etc. during the course of normal operations.
  - The supplied machine/plant is free from defects and faults in design, material, workmanship and manufacture and is of the highest grade and in full conformity and consistency with the contract specifications and with the international and national established standards applicable for Manufacturing, Operation and Maintenance of the supplied machine/plant.
  - Warranty covers the complete machine/plant along with all concomitant accessories, any other accessory, electrical components, bought out assemblies/parts of machine, including Civil Construction Work done by the firm (if any) e.g., Foundation, etc. and that the firm shall repair/replace any part/component/accessory found faulty at any stage during warranty period promptly and to the satisfaction of purchaser.
- 16.3** Comprehensive Warranty provisions on part of contractor shall cover, **Comprehensive Preventive Maintenance and Comprehensive Breakdown Maintenance**, as part of warranty obligations. Scope of Work required to be done by contractor in respect of the aforesaid provisions of comprehensive warranty is given in clause 16.4 and 16.5 respectively.
- 16.4 Comprehensive Preventive Maintenance:**
- 16.4.1** Comprehensive Preventive Maintenance is to be done periodically by supplier firm as per quantity and periodicity given in clause 16.12 and Scope of Work of preventive maintenance schedule given in **Annexure – 'J'** of Section III. of this specification.
- 16.4.2** ***Tenderers are required to provide expected plant down time for carrying out preventive maintenance schedule work as per Annexure – 'J'.***
- 16.4.3** Preventive maintenance schedules shall be conducted on weekends/public holidays as far as possible or any other day through mutual agreement with consignees so as to maximize machine/ plant availability for railway.
- 16.4.4** Penalty will be levied on the contractor as per clause 16.6, if preventive maintenance is not done/partially done or delayed by contractor as per "Quantity & Periodicity given in clause 16.12 and Scope of work given in Annexure – 'J' for the applicable schedule".



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AWM-II



SSE/MTS



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- 16.5 Comprehensive Breakdown Maintenance:** The supplier firm shall provide comprehensive breakdown maintenance as part of warranty obligation during warranty period.
- 16.5.1 The firm shall ensure that in case a failure/breakdown of supplied machine/plant is reported by a consignee (through E-mail, Letter, Telephonic Call, or any prevalent mode of communication) qualified service engineer of the contractor shall visit the consignee and resolve the breakdown issue within response time of 48 Hours (Two Days).
- 16.5.2 This period of two days (excluding date of complaint) 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 annually. In case, the number of failures exceed one during any quarter or four during any year of warranty period, grace period of only one day will be permissible for such additional failures.
- 16.5.3 The machine shall at all times give contractual out-put and accuracy. Any deficiency or break down for a total of 02 hr. or more for a day would be treated as failure for the day.
- 16.5.4 If Breakdown maintenance and Preventive Maintenance is being done simultaneously by firm, downtime due to preventive maintenance schedule will be added to applicable grace period.
- 16.5.5 **Penalty** will be levied on the contractor as per clause 16.6, for breakdown period on hours' basis (including holidays) after discounting for the grace period.
- 16.6 Penalty Clause:**
- 16.6.1 The Purchaser, without prejudice, shall be entitled and it shall be lawful on his part to forfeit the amount of the Guarantee Bond furnished in respect of Warranty Bank Guarantee in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respects of the warranty provisions.

Penalty will be calculated and levied on the contractor at the end of warranty period, by deduction and recovery of pre-decided percentage of WBG, as given in the table below.

(A) Penalty on Preventive Maintenance Work not done by contractor as per quantity and periodicity given in clause 16.12 and "Scope of work" given in Annexure 'J'.		
Per instance of Quarterly Preventive Maintenance Schedule not done/Partially done.	10%	of Warranty Bank Guarantee.
Per instance of Annual/ Yearly Preventive Maintenance Schedule not done/Partially done.	20%	of Warranty Bank Guarantee.
(B) Penalty on breakdown period of machine/plant on hours' basis		
Breakdown Period		Applicable Penalty
Up to 500 hours in entire duration of warranty of 02 years		Nil
Exceeding 500 hours to 1200 hours in entire duration of warranty of 02 years		25% of WBG amount
Exceeding 1200 hours to 2100 hours in entire duration of warranty of 02 years		50% of WBG amount
Exceeding 2100 hours in entire duration of warranty of 02 years		100% of WBG amount.

  
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AWM-II

  
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(C) If the contractor fails to fulfil warranty obligations, as mentioned in clause 16 and its sub-clauses, to the satisfaction of purchaser, railway may take other actions like noting adverse performance of the contractor and/or agent for future tenders of all over Indian Railways and their offer in the subsequent tenders will not be considered for placement of any order for next 02 years.

- 16.6.2 Total penalty applicable of contractor will be the sum of, penalty due to preventive maintenance work not done/partially done by firm and penalty due to breakdown hours of machine exceeding the limit given in table in clause 16.6 above.
- 16.6.3 Total Penalty amount cannot exceed 100% of WBG.
- 16.7 The tenderer will clearly spell out in the offer the facilities available with him or his agent for providing adequate after-sales service in India during warranty period. The tenderer will also indicate the organisation located at various places in India and the availability of trained staff, maintenance spares etc. at different centres in the country. In the case of imported machines, presence of qualified service engineering personnel with the supplier or his agent will be essential and the bidder should certify in the offer that such service team will be available. This information should be provided by the bidder in relevant clause of Annexure – A of Section – III.
- 16.8 Foreign suppliers who do not have registered office / maintenance facilities in India may authorize an Indian agent, who shall be responsible for maintenance and break down support. In such case, Indian agent should have experience of maintaining at least 5 machines during past 5 years preceding the tender opening date. The tenderer should submit documentary evidence towards the experience of the Indian agent, along with the offer.
- 16.9 All spares required for the maintenance of these machines should be made available to consignee for ware-housing in India for a period of two years from the date of delivery of the machine at ultimate destination.
- 16.10 After the warranty period, the manufacturer or his agent shall agree to provide service supports for trouble shooting and obtaining spare parts. The manufacturer shall be obliged to provide spare parts required by the Purchasers for a period of 10 years from the date of commissioning of the machine at the ultimate destination to safeguard against obsolescence.
- 16.11 The following information must be furnished by the Tenderer/Manufacturer regarding facilities for after sale service available in India.
- (i) Whether similar types of machines have been sold earlier by the manufacturer through the agents in India, if so the machine model number and details of the customers to whom the machines were sold should be furnished.
- (ii) Whether any trained engineers are available in India either with the firm or with their agents to attend to after sale problems of;
- (a) Control equipment
- (b) Machine and
- (c) Location where these engineers are available in India.
- (iii) If reply to (ii) above is in negative, the nature of after sale service proposed to be provided by the manufacturer during the warranty period and later. The number of service engineers and

  
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AWM-II

  
SSE/MTS

  
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their location may also be specified;

- (iv) What inventory of spare parts for the control equipment and the machine will be maintained by the manufactures directly or with their agents in India for the warranty period requirement. The location of proposed warehouse for maintaining the inventory and the approximate value of such inventory may also please be indicated, along with the list of such spares.
- (v) Whether repairable parts assemblies like printed circuit boards will be repaired in India or sent to the manufacturer abroad during the warranty period and the modalities for the same.

16.12 Scheme of Preventive Maintenance Schedule (PMS) to be done during warranty period will be as follows.

Schedule Type	Quantity	Periodicity of Preventive Maintenance Schedule
Quarterly Preventive Maintenance Schedules	Total 6 Quarterly Preventive Maintenance schedules will have to be done by contractor during complete warranty period.	First Quarterly Preventive Maintenance Schedule – 30 Days after commissioning Rest of Preventive Maintenance Schedules – To be done within first 15 days of the month from starting of quarter.
Annual/ Yearly Preventive Maintenance Schedules	Total 2 Annual/ Yearly Preventive Maintenance schedules will have to be done by contractor during complete warranty period.	Within first 15 Days of 4 <sup>th</sup> Quarter of Each year.

#### 17.0 COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:

CAMC is not part of scope of supply being an optional requirement and but included in commercial evaluation criteria vide clause 5 of section - I. Therefore, the option to award CAMC shall remain with the consignee after completion of warranty period. In case consignee wants to exercise the option of entering into CAMC after warranty, then the bidder will be bound to enter into CAMC at the rates finalized in tender stage.

The detailed terms and conditions of CAMC shall be as given in following clauses:

- 17.1 The duration of CAMC shall be 5 years from the date of expiry of warranty.
- 17.2 Tenderers are required to quote for a Comprehensive Annual Maintenance Contract of the machine for a period stipulated in clause 17.1 above duly noting that,
- (a) Rates for CAMC will remain applicable for 7 years and 6 months and not subject to any variation except any statutory changes in taxes and duties as compared to quoted rates. Any delay in submission of CAMC BG by firm shall not form basis of expiry of CAMC rates which have been finalized in tender and made part of purchase order.
- (b) Rates quoted by firm shall be inclusive of all spares, material and labor costs (except consumables such as Diesel/Fuel, lubricating oils or coolant) for carrying out, works mentioned

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page 6 of 10

SSE/MTS

SSE/BG CRS

in scope of work of CAMC in clause 17.6 and related clauses.

17.3 CAMC shall be operated, managed and paid by the consignee. A separate agreement/contract for CAMC would be done with the firm as per procedure given in clause 17.4.

17.4 Procedure for Start of CAMC:

17.4.1 If the consignee chooses to exercise the option of entering into CAMC,

- Supplier firm will be asked by consignee to submit CAMC Bank Guarantee as per clause 17.11. After receipt of CAMC BG, same will be verified from issuing bank and legal vetting of BG by Railway's Legal deptt. will be obtained (if needed). Upon successful verification and legal vetting, LOA for CAMC will be issued to firm.
- Upon receipt of LOA, supplier firm will be required to enter into agreement with the consignee as per format given in Annexure – 'K' of section III of this specification. The terms and conditions of agreement shall be as per clause 17 of Section II of this specification.
- All necessary expenses towards CAMC Agreement will be borne by contractor.
- Only when aforesaid agreement for CAMC is done and supplier firm takes over the machine under its charge for CAMC, Ten Percent Warranty Bank Guarantee Bond submitted by firm against warranty Guarantee/ 20% payment (in case firm has not submitted WBG and requests for 20% payment after expiry of warranty period) will be released after deduction of penalty (if any) against warranty obligations (as per clause 16.6 of section II of this specification).

17.4.2 If the consignee chooses not to exercise the option of entering into CAMC:

WBG of firm can be released by consignee after deduction of penalty (if any) against warranty obligations (as per clause 16.6 of section II of this specification).

17.5 The tenderer must provide CAMC services at the consignee location without any precondition. OEM Supplier firm shall be responsible for maintenance of complete machine/plant along with all concomitant accessories, any other accessory, electrical components, bought out assemblies/parts of machine, including Civil Construction Work done by the firm (if any) e.g., Foundation, STP, ETP plant, etc.

17.6 Scope of Work under CAMC: It shall include,

17.6.1 Comprehensive Preventive Maintenance: Firm shall perform Preventive Maintenance as per Quantity and Periodicity mentioned in clause 17.7 (c) and scope of work given in Annexure – 'J' of Section 'III' of this specification. Conditions regarding preventive maintenance to be done by firm are given in clause 17.7 and its sub-clauses.

17.6.2 Comprehensive Breakdown Maintenance: Firm shall repair/replace any part/component/accessory found faulty at any stage during CAMC period promptly and to the satisfaction of purchaser. Conditions regarding breakdown maintenance to be done by firm are given below in clause 17.8 and its sub-clauses.

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AWM-II

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Page 7 of 10

SSE/MTS

SSE/BG CRS



**17.6.3 Other Works:** Any repair/work which is not specifically mentioned in the scope of work above but required or otherwise considered to be necessary for proper function/safety of the machine/plant shall be considered to be included in the scope of work/scope of supply.

**17.7 Conditions for Comprehensive Preventive Maintenance:**

- (a) Each Preventive Maintenance Schedule should be done within 1<sup>st</sup> fortnight, preferably on Saturday/ Sunday or public holiday (if any falls in the calendar fortnight), so as to maximize machine/ plant availability for railway.
- (b) In case preventive maintenance is carried out along with breakdown maintenance schedule; machine/plant downtime due to preventive maintenance will be added to the grace period allowed for breakdown attending.
- (c) Scheme of Preventive Maintenance Schedule (PMS) to be done during CAMC period will be as follows.

Schedule Type	Quantity	Periodicity of Preventive Maintenance Schedule
Quarterly Preventive Maintenance Schedules	<b>Total 15 Quarterly Preventive Maintenance schedules</b> will have to be done by contractor during complete CAMC period.	Quarterly Preventive Maintenance schedule shall be carried out every 03 months within first 15 days of the commencement of the Quarter.
Annual/ Yearly Preventive Maintenance Schedules	<b>Total 5 Annual/ Yearly Preventive Maintenance schedules</b> will have to be done by contractor during complete CAMC period.	Annual/ Yearly Preventive Maintenance schedule shall be carried out within first 15 days of every 4 <sup>th</sup> Quarter

- (d) Penalty will be levied on the contractor as per clause 17.10, in case preventive maintenance scheduled work is not done/partially done or delayed by contractor as per "Quantity & Periodicity given in clause 17.7 (c) and Scope of work given in Annexure – 'J' for the applicable schedule".

**17.8 Conditions for Breakdown Maintenance:**

- (a) The tenderer shall ensure that in case a failure is reported by a consignee, qualified service engineers visit the site within 02 days from the date of complaint on calendar days' basis. This period of 2 days (excluding date of complaint) 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, grace period of only 1 days will be permissible for such additional failures. Complaints shall be lodged by consignee by fax, e-mail or per bearer at address given by the tenderer. The responsibility to keep the failure reporting address details will rest with the tenderer.
- (b) In all cases of plant failure except as mentioned in clause 17.8 (c), any spare part or material necessary to restore the plant to proper working order after any breakdown will be arranged by

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SSE/PM

Dy. CME/Plant

AWM-II

SSE/MTS

SSE/BG CRS

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- the tenderer as a part of CAMC and no charges whatsoever will be payable by railways.
- (c) 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 CAMC to restore the plant to working order.
- (d) In case of damage to the plant as mentioned in para 17.8 (c), any spare parts and material necessary to restore the plant to proper working order shall be arranged by the tenderer and charged on actual basis duly certified by authorized railway official in the next quarterly bills. The rates charged for such spare parts shall be based upon the spare part rate list provided by tenderer in compliance of clause 5.1 of Section II or any other valid document. The tenderer shall furnish documents to support the rates charged for spares supplied by them in situation mentioned in clause 17.8 (c).
- (e) Penalty will be levied on the contractor as per clause 17.10, in case breakdown maintenance work is not done.

**17.9 Payment of CAMC:** Normally quarterly payment (@ 1/4<sup>th</sup> of the annual quoted rates) under CAMC will be made to the tenderer within 30 days from the end of that quarter subject to submission of the following documents by the tenderer to the paying authority assigned by the consignee:

- (a) Consignee's certificate for work done as per Annexure-G of Section-III with calculation of down time and penalty applicable.
- (b) A certificate by consignee that no spare part is due with the tenderer.
- (c) Bills submitted by the tenderer & accepted by consignee.
- (d) Attested photocopy of the CAMC BG

**17.10 Penalty Clause:**

- (a) Penalty shall be calculated as %age of quarterly payment and/or @ fixed rate and will be deducted from the respective quarterly payments. Penalty calculation will be done over quarterly payment period.
- (b) Penalty will be levied on the contractor, in cases as given below.
- (i) In case Preventive Maintenance Schedule is not done/partially done or delayed,

Per instance of Quarterly Preventive Maintenance Schedule as per Annexure 'J' is delayed beyond the time period stipulated in clause 17.7(c).	Fixed penalty of Rs. 2000/- per week.
Per instance of Annual/Yearly Preventive Maintenance Schedule as per Annexure 'J' is delayed beyond the time period stipulated in clause 17.7(c).	Fixed penalty of Rs. 3000/- per week
Per instance of Quarterly Preventive Maintenance Schedule as per Annexure 'J' is Not done/Partially done.	100% of CAMC Charges

SSE/M&P

SSE/PM

Dy. CME/Plant

AWM-II

SSE/MTS

SSE/BG CRS

उप मुख्य बांशिक इन्जीनियर (प्लान्ट)  
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N.E. Rly. Mech. W/Shop. Izatnagar



Per instance of Annual/ Yearly Preventive Maintenance Schedule as per Annexure 'J' is Not done/Partially done.	100% of CAMC Charges + 20% of CAMC Bank Guarantee will be forfeited.
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- (ii) In case machine/plant availability falls below the limit of 95% calculated on working days' basis, after discounting for grace period and preventive maintenance period.

S. No	Availability Slab	Applicable Penalty
1	95% and above	Nil
2	Below 95%	2.5% of Quarterly CAMC Charges for every 1% (or part thereof) reduction in availability of plant below 95%.)

- (c) Total penalty applicable on the firm will be sum of the applicable penalties calculated as per sub clause (i) & (ii) of Clause 17.10 (b) above.
- (d) Maximum Penalty levied on contractor shall not exceed 100% of Quarterly CAMC Charges except in case of Annual/ Yearly Preventive Maintenance Schedule is not done by firm.

**17.11 Security Deposit for CAMC:** A Bank Guarantee (BG) equivalent to 5% of the combined quoted cost of equipment including accessories, shall be deposited by the contractor to the consignee, 90 days before the expiry of warranty. CAMC BG will have the validity of 5 years and 6 months. The CAMC BG will be returned on completion of CAMC period subject to satisfactory performance of the firm during warranty period.

**17.12** It is the sole responsibility of bidders to stock all spares and materials as required for smoother execution of CAMC in order to achieve response time in compliance to machine availability as per stipulated requirements.

**17.13 Failure and Termination of CAMC:**

The CAMC contract can be terminated in either of the cases given below,

- (a) Machine/Plant availability falling below 75% for two consecutive quarters.
- (b) Firm not performing/ partially performing preventive maintenance schedules as per periodicity mentioned in clause 17.7 (c) and scope of work given in Annexure – 'J' for two consecutive quarters.

Any of above situation(s) will constitute complete failure of tenderer to provide the CAMC services successfully. In such a case,

- (i) CAMC BG submitted by firm will be forfeited and
- (ii) Adverse performance of the bidder and/or agent will be noted and circulated all over Indian Railways and their offers in the subsequent tenders will not be considered for placement of any order. This will be in addition to penalty imposed vide clause 17.10.

**17.14** Other general conditions shall be governed by NER Bid Documents.

  
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AWM-II

  
SSE/MTS

  
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