

- iv) IS: 2974 (Pt.V para 3.1) for impact type machines other than hammers

11.2 APPROVAL OF GA DRAWING:

To be governed by Time Schedule in clause 7 of section - I and following stipulations.

- 11.2.1 General Arrangement Drawings will be sent by the 'Contractor' to the Consignee as per Delivery Schedule Chart given in clause 7 of section I of this specification. The 'Contractor' should ensure that drawings sent to consignee are complete in all respects as specified in technical specification. The GA drawings shall be approved by the consignee and given back to the contractor, as per aforesaid delivery schedule chart.

- 11.2.2 **Delays in submission of drawings by Contractor will be added to the delay in supply of machine.** In case submission of GA drawing is delayed beyond stipulated time as per time schedule and LD will be levied as clause 11.2.2.1 (Clause 1002 of COFMOW Bid documents part-I). Thus, the number of days delay in submission of GA drawing plus the number of days delay in supply of machine together will be taken as the delay in supply of machine, for the purpose of calculations of LD as per clause 11.2.2.1. However, if the contractor supplies the machine before original delivery period as per AT the number of days by which machine has been supplied earlier than original delivery period that many days will be subtracted from the delay in submission of GA drawings and LD will be levied accordingly. Delays in approval of the drawings by consignee will not be on account of Contractor, except as detailed below.

11.2.2.1 Failure and Termination (Based on Clause 1002 of COFMOW Bid Documents Part - I)

If the Contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Purchaser may without prejudice to his other rights :—

- 9.6 Recover from the Contractor as agreed pre estimated liquidated damages and not by way of penalty a sum equivalent to 2 per cent of the price of any stores (including elements of taxes, duties, freight etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period subject to max. of 10% of the contract value. Provided, however, that if the delay shall have arisen from any cause which the Purchaser may admit as reasonable ground for further time, the Purchaser may in his discretion allow such additional time as he may consider to have been required by the circumstances of the case and shall forego the whole or such part, as he may consider reasonable of his claim for such loss or damages as aforesaid; or
- 9.7 Cancel the contract or a portion thereof and if so desired purchase or authorise the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall, be final, readily procurable) at the risk and cost of the Contractor. It shall, however, be in the discretion of the Purchaser to obtain or not the Performance Guarantee Bond from the firm/firms on whom the contract is placed at the risk and expense of the defaulting firm. However, in respect of contracts where performance guarantee bond of 10% of contract value has been taken, risk purchase clause will not be applicable and in case of default by such firms, the performance guarantee bond submitted shall be forfeited for in part or full and the quantities unsupplied shall be procured independently without risk and cost of the original contractor and adverse performance of defaulting firm will be taken into account in future tender cases on merit.

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Where risk purchase action is taken under sub-clause (b) above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account provided the purchase, or, if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or as extended within nine months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within nine months from the date of cancellation of the contract. The Contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Purchaser. It shall not be necessary for the Purchaser to serve a notice of such purchase on the Contractor.

- 11.2.3 In case Consignee finds some deficiencies in the Drawings and returns the same for rectification to the 'Contractor', the contractor must return the rectified drawings within 30 days from the date of issue of letter by Consignee. This period will not be counted towards LD calculation. The consignee shall ensure that all deficiencies in the Drawings shall be pointed for clarifications to the firm together at one time only instead of piecemeal multiple reference.
- 11.2.4 A repeat back reference(s) by Consignee to Contractor pointing out further defects/deficiencies in the Drawings, will be considered a delay on account of the contractor, unless and until clearly certified by consignee as being on their own account, for special circumstances like change in location, review of arrangement etc. Thus, Contractors must take utmost care in ensuring completeness as per requirements of the Consignee.
- 11.2.5 Deleted.
- 11.2.6 Deleted.
- 11.2.7 If an order has been placed on the firm, the firm will have to advise the consignee well in advance regarding requirement of road permit and assistance required from the consignee, if any, so that delay on this account is avoided. **Firm should also visit the site before dispatch of machine to assess the condition of path to be used for movement of trailer.**

11.3 DISPATCH OF THE MACHINE FROM MANUFACTURER WORKS:

- 11.3.1 The supplier should normally dispatch the machine only after the foundation is ready for installation and commissioning of the machine on arrival.
- 11.3.2 Deleted.
- 11.3.3 The packing and marking of crane components shall be as stipulated in clause 11.3.3.1 (Based on Clause 1400 of Section I of COFMOW Bid Documents Part – I) and Clause 11.3.3.2 (Based on Clause 1600 of Section II of COFMOW Bid Document Part I). However structural parts viz box girder, platform, crab chassis, and carriages and maintenance cabin being voluminous in sizes may be supplied without packing. While all other mechanical and electrical parts should be supplied suitably packed.

11.3.3.1 Packing (Based on Clause 1400 of Section I of Bid Documents Part – I)

- (i) The items tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (including monsoons) before they are put to actual use. It is, therefore, imperative that packing for every item is decided by taking into consideration, inter-alia, the above vital factors, so as to eliminate damage/deterioration of items in transit / transshipment / handling or during storage.
- (ii) The specifications of the packing proposed shall be indicated. The size and weight of each package shall also be indicated.

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- (iii) The packing advices should bring out the weight, dimensions and size of each bundle/ package. Where it is not possible to give weight of the bundles/packages, the Contractor must indicate the volume of the bundles/packages, the details of contents of each bundle/package, number of bundles/packages and total weight of the items supplied.

11.3.3.2 Packing and Marking (Based on Clause 1600 of Section II of COFMOW Bid Doc. Part – I)

- (i) The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination. He shall decide the packing for the stores by taking into account the fact that the stores will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (Including Monsoons) before being put to actual use.
- (ii) Unless otherwise provided in the contract, all packing cases, boxes, tins, drums and wrappings in which the stores are supplied by the Contractor, shall be considered as non-returnable and their cost as having been included in the contract price. Containers used for transportation are returnable.
- (iii) Each package shall contain a packing note specifying the name & address of the Contractor, the number and date of the acceptance of tender and the designation of the Purchase Officer issuing the supply orders, the description of the stores and the quantity contained therein.
- (iv) **Marking:** The marking of all goods supplied shall comply with the requirement of the Indian Acts relating to merchandise marks or any amendment thereof and of the rules made thereunder. The following marking of the materials is required:
- (a) The following particulars should be stencilled with indelible paint on all the materials/packages:
- Contract No.
 - Specification No.
 - Item No.
 - Port Consignee (if applicable)
 - Abbreviated Consignee Marks
- (b) Deleted.
- (v) **Inspection of Packing/Marking:** The inspection officer may reject the stores, if the stores are not packed and/or marked as aforesaid and in case, where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract, such rejection of stores by the inspecting officer shall be final and binding on the contract.

12.0 INSTALLATION, COMMISSIONING AND PROVING TESTS: (ON TURNKEY BASIS)

- 12.1 **Joint Check** – The contractor or his agent would be required to carry out a joint check at consignee's end, along with the consignee, before unpacking is done, to avoid subsequent complaints regarding short shipment/transit damages. It is necessary that this joint receipt inspection be done immediately on receipt of the machine by consignee & bidder's representative to avoid commissioning delays due to shortages/transit damages. After receipt of the machine as above a Joint Receipt Inspection note (JRI) as per Annexure-C of Section-III shall be prepared by the consignee and the firms representative indicating the tentative time schedule for various activities of installation and commissioning. For

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पत्राचार: कोयंबटूर, महाराष्ट्र

Indian manufacturers, JRI note shall accompany the bill for 80% payment.

- 12.1.1 Penalty for Delay in supply of machine/plant:** Penalty as per clause 11.2.2.1 (basis clause 1002 of COFMOW Bid Documents Part – I) will be levied.

12.2 RESPONSIBILITIES OF CONSIGNEE AND BIDDER

12.2.1 The consignee shall be responsible for-

- Provision of a clear covered (except where shed is in the scope of contract) site for construction of foundation as per the schedule to ensure its readiness before arrival of machine at site.
- In case where construction of shed is also in the scope of contractor the consignee shall ensure site is encroachment & encumbrance free.
- Electricity, water and compressed air for installation and commissioning of machine shall be provided free of cost.
- Wherever a road mobile crane has to be arranged by the supplier for material handling, a clear approach for it up to the site has to be provided.
- Clear covered space for storage of material/equipment required for working/ construction of foundation and installation of the machine etc.

12.2.2 The bidder shall be responsible for-

- Design & Construction of foundation, flooring of sufficient thickness, civil works (in line with scope of supply) suiting local soil conditions at the site in compliance with clause 12.2.3 (basis clause 3700 (3701 to 3704) of COFMOW Bid Document Part-I).
- Advise consignee in time regarding schedule for requirement of clear site for construction of foundation and other infrastructure, resources & facilities required.
- Construction of foundation as well as flooring (if required) of sufficient thickness suiting local soil conditions, for machine shall be completed by the bidder at the site provided by the consignee before receipt of the machine at their premises.
- Provision of all tools and equipment, technical and unskilled manpower, material handling accessories/ equipment and material for installation and commissioning.
- Unloading of the machine on receipt (both imported and indigenous machine) and its movement to the site of installation including provision of road mobile crane.
- The bidder should ensure the proper earthing for the machine and its peripherals/accessories.

12.2.3 Turn-Key contracts: Clause 3700 (3701 to 3704) of COFMOW Bid Document Part-I.

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

- The design of the machine foundation &
- 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.

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3702. The supplier shall stand a warranty for the foundation alongwith 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 alongwith the offer so that these can be incorporated in the contract to ensure right quality as well as quantity of the material etc.

- 12.3 **Consignee will provide only 230 V $\pm 10\%$, single phase, 50 Hz $\pm 3\%$ AC supply at a single point (mains). All types of cables, connections, circuit breakers etc. required for connecting power supply point to different parts of the machine/control cabinets, shall be the responsibility of the bidder. Requirement of grounding/earthing with required material shall also be incorporated by the bidder during construction of foundation.**

Electrical work like laying of power/electrical cables & earthing wires from mains to machine control panel (up to 20 meters) as well as within the machine, with supply of all materials shall also be carried out by the supplier.

12.4 **COMMISSIONING OF MACHINE/ PLANT:**

- (a) The supplier shall demonstrate machine performance for successful commissioning at the consignee's works. The M&P shall be deemed to be "commissioned" at consignee premises on the date when it is tested and meets with the specified capabilities/functions according to the technical specifications.

A Joint Commissioning Note (JCN) to this effect shall be made as per the format at Annexure-D of Section-III. After issue of JCN the performance shall be watched for a period of one month, after which the PTC shall be issued.

- (b) In the interest of early commissioning, the supplier shall ensure that minimum amount of assembly is necessary at site. Site welding and riveting shall be avoided as far as possible. The supplier, before proceeding with design details, shall satisfy himself about the site conditions so as avoid any difficulty at the time of erection and commissioning of machine.

- (c) **Penalty shall be levied as per clause 12.6 (Based on Clause 0400 of Section II of COFMOW Bid Documents Part – I) given below, if the supplier firm fails to commission the machine within time schedule agreed in the contract (Delivery Schedule Chart of Clause 7 of Section I of this specification.**

- 12.5 If an assembly/sub-assembly requires to be taken back to the manufacturer's premises for repair/replacement either before commissioning or during warranty, the manufacturer or his 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.

- 12.6 **PENALTY FOR DELAY IN COMMISSIONING (Clause 0400 of Section – II of COFMOW Bid**

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Documents Part – I)

- (a) The Contractor or his agents shall commission the machine within the stipulated time as shown in the contract (Delivery Schedule Chart). The time schedule includes the time for installation in cases where installation is also to be undertaken by the supplier. The time allowed for commissioning of machine by the contractor or his agent shall be deemed to be the essence of the contract.
- (b) In case of delay in commissioning of the machine on the part of Contractor, the Purchaser shall be entitled to recover and the Contractor shall be liable to pay pre estimated liquidated damage at the rate of 2% of the total contract value of machine not commissioned (except in cases where commissioning & performance of machine is inter- dependent on each other in turnkey contracts) for each and every month or part thereof for which commissioning is delayed. Provided always that the entire amount of liquidated damages to be paid under the provision of this clause shall not exceed 10% of the total contract value. After expiry of 5 months period from the date of default i.e. from the date of commissioning provided in the contract, purchaser will be at liberty to invoke the PG Bond submitted by the supplier.
- (c) Continuance of commissioning work after expiry of stipulated time will also not absolve the contractor from the liquidated damages as stated above.
- (d) The decision of the Purchaser, whether the delay in commissioning has taken place on account of reasons attributed to the contractor shall be final.

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 CAMC 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 15 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 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. **The make of steel for the platform and other structure should be of TISCO/JINDAL/AIL/ESSAR.**

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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 COMPREHENSIVE WARRANTY:

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,

- (a) The machine shall be designed for a life of 15 years with regular maintenance and all the structural members of the machine and the foundation shall be guaranteed for 15 years against cracks breakages and etc. during the course of normal operations.
- (b) 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.
- (c) 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, Pit, Control Room, 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 – 'F'** 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 – 'F'.*

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 Quarterly Preventive maintenance schedules shall be planned such that the weighbridge shall not fall out of calibration and validity of Certification for weighment granted by State Authority does not exceed the due period.

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16.4.5 Penalty will be levied on contractor as per clause 16.6, if preventive maintenance is not done/partially done by contractor as per "Quantity & Periodicity given in clause 16.12 and Scope of work given in Annexure – 'F' for the applicable schedule".

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 'F'.	
Per instance of Quarterly Preventive Maintenance Schedule not done/Partially done.	10% of WBG
Per instance of "Certification & Stamping of weighbridge from State Authority" not done by contractor.	10% of WBG
(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

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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.
(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.

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प्लान्ट यौं कारखाना, इजतनगर
Izatnagar

- (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 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 Maintenance Schedules	Total 8 Quarterly Preventive Maintenance schedules will have to be done by contractor during complete warranty period. It also includes, Calibration of weighbridge by firm 2 nd year of warranty period and Certification and stamping of weighbridge from State Authority	<i>First Quarterly Maintenance Schedule – 30 Days after commissioning</i> <i>Rest of Preventive Maintenance Schedules – To be done within first 15 days of the month from starting of quarter.</i>

17.0 COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:

CAMC is a part of scope of supply and included in commercial evaluation criteria vide clause 5 of Section-I. 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 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:

- (a) Firm shall submit a Bank Guarantee (BG) as per clause 17.10, 90 days before expiry of warranty period. Consignee will verify the BG with issuing bank and obtain legal vetting of BG by Railway's Legal

SSE/M&P

SSE/MTS

SSE/PM

SSE/WRS

Dy. CME/Plant

AWM-IV

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