



o/c
East Coast Railway
Office of the
Sr.Divl.Mech.Engr.(Diesel)
Diesel Loco Shed
Visakhapatnam,
Date 21.12.2016
WITHOUT PREJUDICE

No. WDS/29/MCBG /2016-18

To

M/s Medha Servo Drives Pvt. Ltd.,
P-4/5 B, I.D.A. Nacharam,
Hyderabad -- 500 076

//LETTER OF ACCEPTANCE//

Dear Sir,

- Sub :- "Overhauling for actuator unit of Micro Controlled Based Governor of Medha make in sch M-48 & M-96 fitted in Diesel Electrical Locomotives".
- Ref :- (i) Your letter No. MEG:ECOR:VSKP:5052/16 date.23.07.2016
(ii) DMW/PTA Rate contract No.21/13/5000/1/312809 Dt.09.07.2014 & Extended validity letter no.21/13/5000/1/312809 dt. 31.03.2016

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The work of "Overhauling for actuator unit of Micro Controlled Based Governor of Medha make in sch M-48 & M-96 fitted in Diesel Electrical Locomotives" for a period of two years is awarded at a value of Rs59,93,988/- (Rupees Fifty nine lakh ninety three thousand nine hundred and eighty eight only) including service tax as applicable.

Name of Work	:	"Overhauling for actuator unit of Micro Controlled Based Governor of Medha make in sch M-48 & M-96 fitted in Diesel Electrical Locomotives"..
Total value of the Contract	:	Rs59,93,988/- (Rupees Fifty nine lakh ninety three thousand nine hundred and eighty eight only) including service tax
Period of contract	:	02(Two) years from the date of issue of LOA.
Quantity	:	38 nos under M-48 and 32 nos under M-96 (Details of locomotives are at Annexure-II)
Rate	:	Rs. 42500/- for overhauling of one Actuator unit under M-48 Schedule and Rs.1,27,500/- for overhauling of Actuator unit under M-96 Schedule + service tax @ half of 15% on 70% of the overhauling rate (clause No.25.0) for overhauling of actuator under M-48 & M-96 Schedule. The rates accepted are inclusive of all other taxes and incidental charges leviable by the Government of India or the State Government and other local bodies' policy during contract period except Service tax.
Place of work	:	At Diesel Loco Shed, Visakhapatnam and as per the clause 4.0 of Annexure 'I'.
Consignee	:	SSE(D)/Diesel Loco shed, Visakhapatnam
Inspection by	:	Sr.DME (D)/VSKP or his authorized representative.
Scope of work	:	As per DMW Rate contract agreement (copy enclosed as Annexure -'III')

For MEDHA SERVO DRIVES PVT. LTD.

Sr. Manager (Marketing)

Sr.DME(D)/VSKP

Security deposit : An amount of Rs. 2,99,699/- (Rupees Two lakh ninety nine thousand six hundred and ninety nine only) should be deposited in the name of FA&CAO / E.Co.Rly / BBS payable at Visakhapatnam in the form of Cash Receipt issued by Divl. Cashier/WAT or DD or FDR of any nationalized bank and should submit it on or before execution on the agreement.

Warranty Bank Guarantee : The Security Deposit will be released after the expiry of Contract / maintenance period and as per the clause 14.0
WBG to be deposited against 10% of total value of the order(i.e Rs. 5,99,399/- (Rupees Five lakh ninety nine thousand three hundred and ninety nine only)) in favour of FA & CAO / E.Co.Rly / BBS valid for warranty period of the last MCBG overhauled plus 6 months on non-judicial paper of requisite value.

Bill passing Authority : Sr. DME(D), Diesel Loco Shed, Visakhapatnam
Bill paying Authority : Sr. Divisional Finance Manager/VSKP
Payment and Other conditions : As per DMW Rate contract agreement for overhauling of Actuator unit (copy enclosed as Annexure -I')

ANNEXURES ENCLOSED

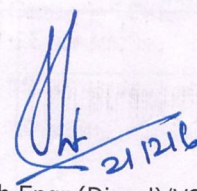
- Annexure-I:** Scope of work, terms and conditions, rate sheet.
- Annexure-II:** List of Overhauling of total actuator units of Micro Controlled Based Governor of Medha make covered in Sch. M-48 & M-96 schedules.
- Annexure-III:** Maintenance Schedule (Clause 3.1 to 3.4.6 above also to be seen in reference).
- Annexure-IV:** List of items generally replaced during overhauling of Actuator unit of M/s Medha make MCBG in M48 & M96 schedule.
- Annexure-V:** Proforma of Bank Guarantee.

General conditions of contract and standard specification with up to date correction slips applicable to this contract and binding on the contractors. Until a formal agreement is executed for this work, the acceptance letter will form a binding contract between you and the Railway Administration.

You are requested to attend this office immediately to execute the agreement along with security deposit .Warranty Bank guaranty etc.

Please acknowledge the receipt of this letter.

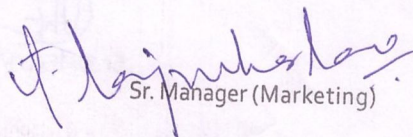
Encl: Copy of all terms and conditions of RC agreement of DMW/PTA.

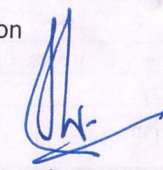

Sr.Divl.Mech.Engr.(Diesel)/VSKP
East Coast Railway
For and on behalf of the President of India.

Copy to:

- (i) Sr.DFM/WAT
- (ii) DME(D)/VSKP, ADME (D) /VSKP for information and necessary action
- (iii) SSE(D/E), for information and necessary action
- (iv) SSE (Tender) – for records

For MEDHA SERVO DRIVES PVT. LTD.


Sr. Manager (Marketing)


Sr.Divl.Mech.Engr.(Diesel)/VSKP
East Coast Railway

Overhauling of MCBG actuator unit

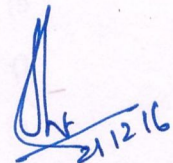
1.0 GENERAL:

This maintenance contract agreement is entered between OEM of Micro Controlled Based Governor (MCBG) i.e. M/s Medha Servo Drives Pvt. Ltd./Hyderabad and Diesel Loco Shed, Visakhapatnam, E.Co.Railway for and on behalf of President of India. The above contract covers the Overhauling Contract for Actuator Unit of Micro Controlled Based Governor to RDSO SPEC.NO.MP-0.17.00.02(REV.02) MARCH 2010 (Model MEG-601 of M/s Medha /Hyderabad) fitted on ALCO 16-Cylinder 251 series D-E locomotives.

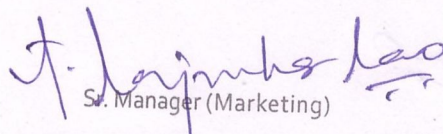
2.0 DEFINITIONS:

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 Overhauling Contract for Actuator Unit of Micro Controlled Based Governor (MCBG) fitted on Alco/DLW 16 Cylinder 251 series D-E locomotives.
- e. 'Contractor' means the firm or company on whom the order for Overhauling Contract for Actuator Unit of Micro Controlled Based Governor (MCBG) fitted 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 Controlled 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.
- k. OC- Overhauling contract.


21/12/16
Sr.DME(D)/VSKP

For MEDHA SERVO DRIVES PVT. LTD.


Sr. Manager (Marketing)

3.0 SCOPE:

3.1 Overhauling by OEM of Actuator Unit of Micro Controlled Based Governor (MCBG) fitted on ALCO 16-cylinder 251 series D-E Locomotives. The removal/fitment of actuator unit, transporting the actuator unit from the Diesel Loco Shed, Visakhapatnam to the contractor's workshop and back to the Diesel Loco Shed, Visakhapatnam shall be done by the contractor. The contractor shall arrange to provide an Actuator Units for each Actuator Unit removed by him for this period, the removed unit is being overhauled.

3.2 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-IV (Annexure-IV 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 property of Diesel Loco Shed, Visakhapatnam, E.Co.Railway. The contractor should hand over these items to Diesel Loco Shed, Visakhapatnam.

3.3 Micro Controller Based Governor which has been procured by Indian Railways and which has completed warranty term of 4 years for Actuator unit from the date of commissioning/last overhauling will be covered under this Overhauling Contract for Actuator Unit

3.4 Broad Scope of Work for MCBG's due for M48/M96 schedule:

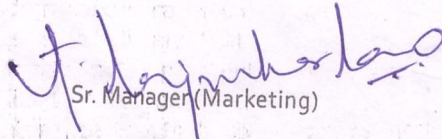
3.4.1 By the shed:

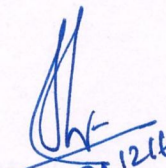
Authorized representative of DLS/VSKP will inform M/s Medha Servo Drives Pvt. Ltd., Hyderabad as and when loco available for Overhauling of Actuator unit of MCBG.

3.4.2 By the OEM:

- a) Before collecting the MCBG from the shed, a joint note shall be made between the shed and the representative of the OEM, recording the condition of MCBG and its major parts esp. EM Clutch in the Actuator Unit, LVDT, different modules and VFD etc stating whether any of the major parts warrants replacement or not. Such joint note should be signed at a level not less than an officer from the shed. For this itemized intensive visual or bench tests, necessary gadgets may be allowed from the OEM or provided by the shed.
- b) It shall be the responsibility of the OEM to confirm that the subset offered for rehabilitation/up-gradation qualifies fully for rehabilitation & upgrade, if the same are reused after necessary repairs/qualification. The OEM shall certify that the condition of components offered, is not a factor in the ultimate service life that is expected from the rehabilitated / upgraded MCBG that has been attended by OEM in M48/M96 schedule & that this service life fulfills standards of OEM for new MCBG.
- c) The S.No. of actuator unit shall be noted by shed and OEM, along with recording the general condition & Performance of the MCBG.
- d) OEM shall make his own arrangements, at his own cost and risk, for packing, to and fro transportation of MCBG actuator unit to Diesel Loco Shed.
- e) Random checks can also be made by DMW/Shed/RDSO to crosscheck the scope of repairs assessed initially and that actually done.
- f) OEM shall claim payments from associate finance against bills and inspection reports duly verified by consignee at sheds' premises.
- g) Maintenance inputs to be given to MCBG by OEM in M48/M96 schedule shall be of the standards offered by the OEM on new MCBG's & the OEM shall so certify it.
- h) Following activities will be carried out by OEM, it may be ensured that all the hardware assessed defective in initial joint note with firm or claimed to have been replaced by the firm at its end, should be returned to respective shed for proper accountal.

For MEDHA SERVO DRIVES PVT. LTD.


Sr. Manager (Marketing)

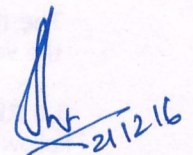

Sr.DME(D)/VSKP

3.4.3. for MCBG in M48/M96 schedule:

- a) Visual Checks for physical condition of the Equipment. Replacement of the physically damaged and hence functionally unsuitable parts.
- b) Replacement of the items with limited life as per the scheduled maintenance.
- c) Fault data downloading and analysis for identifying the faulty components. Identification and replacement of components which may fail in future by proper analysis of the Fault Data pack. This will help bring down online failures of Locos.
- d) Addressing any shortcoming / deficiency in the System reported by Shed.
- e) Dis-Assembly of the complete Actuator Unit. Replacing of the old grease.
- f) Re-assembly. During this process if any parts other than standard schedule items are found worn-out / deteriorated, they will be replaced free of cost. Checking and resetting the alignments in the gearbox and rack shaft to ensure peak performance.
- g) Re-calibration of the Rack Position Sensor.
- h) Checking of all the Pressure Sensors for their performance including temperature cycling to ensure optimum performance at all temperatures.
- i) Re-calibrating and rechecking if any parameters are found to be out of limits in the Actuator Unit.
- j) The Components that will be replaced during the schedule are mentioned in Annexure-IV
- k) Software up-gradation and related Training for the Shed staff will be done free of cost.
- l) Hardware up-gradation will be on chargeable basis.

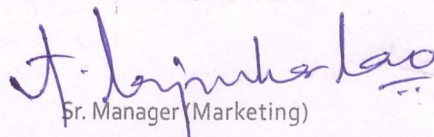
3.4.4 Testing and inspection:

- i) The rehabilitated MCBG shall conform to RDSO spec. no. MP 0.17.00.02 Rev. 02 March 2010 or latest if any.
- ii) Notwithstanding anything that is stated in the RDSO specifications, the tenderer shall comply with all the changes and modifications that are suggested by RDSO for the approved product or on the basis of their testing.
- iii) The tenderer shall certify that the rehabilitated Actuator Units are conforming the same quality standards as that of new MCBG of same configuration with respect to performance and service life. The periodicity of overhauling of the rehabilitated Actuator Unit will not be less than that of the new Actuator Unit.
- iv) The tenderer will provide Work Test Certificate for each and every rehabilitated Actuator Unit at the time of delivery.
- v) Final inspection by consignee on receipt of material.


21/2/16

Sr.DME(D)/VSKP

For MEDHA SERVO DRIVES PVT. LTD.


Sr. Manager (Marketing)

3.4.5 Delivery period:

(i) The cycle time of collection and returning the overhauled unit shall not be greater than 10 days for M48 Schedule.

OEM will supply a spare MCBG to the shed as a replacement to the MCBG removed if it is not in a position to return the removed MCBG in the specified period.

(ii) Following documents are to be supplied by OEM along with the MCBG after attending MCBG in M48 schedule at its works:

- a) List of items other than M48 schedule items referred at 1.3/1.4 replaced during M48 schedule.
- b) Reasons for replacement of the components and the record of tests carried out to prove that the components need replacement.
- c) Bill for (a) above.
- d) List of software upgrades loaded to the MCBG.
- e) List of items replaced as hardware upgrade.
- f) Certificate from OEM to confirm that the subset offered for rehabilitation/up-gradation qualifies fully for rehabilitation & upgrade, if the same are reused after necessary repairs/qualification.
- g) Certificate from OEM to certify that the condition of components offered, is not a factor in the ultimate service life that is expected from the Rehabilitated/upgraded MCBG that has been attended by OEM in M48/M96 schedule & that this service life fulfills standards of OEM for new MCBG.

3.4.6 Warranty: The supplier shall provide a warranty for the satisfactory performance for a period of 4(four) years for all the components of Actuator unit/PRS box of MCBG governor from the date of commissioning. Any damage or unsatisfactory performance due to design or manufacturing inadequacies noticed during the above period shall be rectified or component/equipment replaced by the supplier free of cost. The replaced component/equipment shall also be covered under warranty for the balance period of warranty of the original MCBG.

4.0 PLACE OF WORK of OC:

ALCO 16-cylinder 251 series D-E Locomotives are based at DLS/VSKP. 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 CONTR ACT

This contract is for trouble free operation of Micro Control Based Governor of ALCO locomotive and shall be executed by Sr. Divl. Mech. Engineer (Diesel), Visakhapatnam, E.Co.Railway.

The user Railway, i.e. East Coast Railway nominated officer who shall be responsible for making the contract (Liasion) with the firm 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 and the verification of contractor's bill for payment.

6.0 RESPONSIBILITIES OF PARTIES

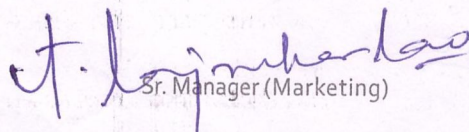
Following are the responsibilities of Railways and the Contractor.

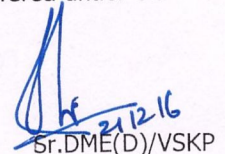
6.1 RAILWAYS:

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

For: MEDHA SERVO DRIVES PVT. LTD.


Sr. Manager (Marketing)


Sr. DME(D)/VSKP

6.1.3 Diesel Loco Shed, Visakhapatnam, E.Co.Railway shall nominate the Officer/ Supervisor for supervision of the above activities.

6.1.4 Diesel Loco Shed, Visakhapatnam, E.Co.Railway shall issue the necessary identity card 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 Diesel Loco Shed, Visakhapatnam, E.Co.Railway to the contractor. However, there will be no separate exclusive security systems for the space/facility provided to the contractor.

6.1.6 Diesel Loco Shed, Visakhapatnam, E.Co.Railway shall make the locomotives fitted with MCBG available for overhauling under OC .

6.1.7 Railway shall mention the details of the MCBGs including the locomotive nos. covered under 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 OC shall accordingly be shifted to new site/base.

6.1.8 The nominated railway officer shall intimate the firm 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 case of failure of the actuator unit of MCBG is attended by the contractor at a station other than Diesel Loco Shed, Visakhapatnam, E.Co.Railway, 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 Diesel Loco Shed, Visakhapatnam 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 Diesel Loco Shed, Visakhapatnam. 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 Diesel Loco Shed, Visakhapatnam or their workshop or in the nearest office. Diesel Loco Shed, Visakhapatnam shall, however, provide a lockable room to the contractor .

6.2.6 The contractor will furnish the standard (OEM recommended) list of spares, consumable & tools to be stocked by the contractor at the Diesel Loco Shed, Visakhapatnam .

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 avoid delay in Locomotive repair time. The railway official has the authority to check spares, consumables & tools and insist of up-dation of stocks in case of discrepancies

For MEDHA SERVO DRIVES PVT. LTD.

Overhauling of MCBG actuator unit

Sr. Manager (Marketing)

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 Diesel Loco Shed, Visakhapatnam, E.Co.Railway will be sent to DMW/PTA for future centralized reference.

8.0 VALIDITY OF CONTRACT

This OC takes effect with signing of the agreement between Diesel Loco Shed, Visakhapatnam, E.Co.Railway and OEM (M/s Medha Servo Drives Pvt. Ltd./Hyderabad). The validity of the contract is two years from the date of issue of LOA.

9.0 OWNERSHIP OF THE REJECTED & OLD COMPONENTS

The ownership of the rejected or defective replaced components/parts is of the Diesel Loco Shed, Visakhapatnam, E.Co.Railway against the replacement made by them on Micro Controlled Based Governor to make it operative.

10.0 PENALTY:

The cumulative maximum penalty shall be limited to 20% of the billing amount.

10.1 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.

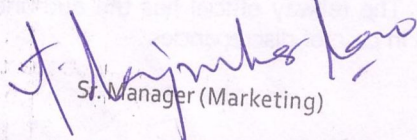
10.2 PENALTY FOR DOWNTIME:

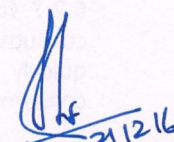
For this purpose, downtime will be calculated as percentage of total loco hours under contract for the month. In case the contractor fails to maintain the contracted availability requirements, a penalty shall be levied as under

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.

For MEDHA SERVO DRIVES PVT. LTD.


Sr. Manager (Marketing)


Sr.DME(D)/VSKP

Overhauling of MCBG actuator unit

10.3 PENALTY FOR LOCOMOTIVE UNDER REPAIR:

For this purpose the maximum of the figure of locomotives under repair everyday at 00.00 hrs on Micro Controlled Based Governor 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.

11.0 PAYMENT

11.1 For Overhauling of Actuator unit, 100% payment shall be released to the successful tenderer against Works Test certificate on receipt and acceptance of the material by the Consignee i.e. Sr. DME (Diesel) of the Diesel Loco Shed, Visakhapatnam. The acceptance certificate shall be issued by Sr. DME (Diesel) of the Diesel Loco Shed on submission of Warranty Bank Guarantee (WBG). WBG to be deposited by the successful tenderer against 10% of the total value of the order valid for warranty period of the last MCBG i.e. overhauled under that supply order plus 6 months on Non-Judicial Stamp Paper of requisite value. On submission of this WBG and after receipt of the AMC & overhauled MCBG, to be certified by Sr. DME (Diesel) of the Diesel Loco Shed, the BG shall be returned to the successful tenderer.

11.2 Firm shall claim payments from the Senior Divisional Financial Manager/Visakhapatnam against bills and inspection reports duly verified by consignee.

11.3 A bill for OC will be submitted by the contractor after successful delivery of Overhauled Actuator Unit for MCBG to the Sr. DME (Diesel) of the Diesel Loco Shed, Visakhapatnam and it will be certified by the nominated officer for completion of work and after calculation of penalties as stipulated in para 10.0. 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.

11.4 The bills submitted by the contractor for payment must accompany-

The certificate of maintenance & delivery of Overhauled Actuator Unit for MCBG issued by nominated Officer. The above bill shall bear the individual MCBG number of the locomotives overhauled by the firm.

12.0 THE RECORDS TO BE MAINTAINED BY NOMINATED OFFICER.

12.1 Diesel Loco Shed, Visakhapatnam, E.Co.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 Diesel Loco Shed, Visakhapatnam.

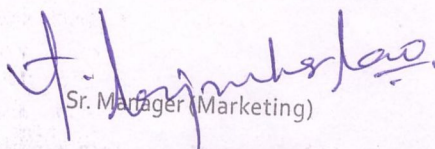
12.2 Diesel Loco Shed, Visakhapatnam, E.Co.Railway shall maintain records of maintenance contract stating the Actuator Unit numbers to be overhauled under this OC.

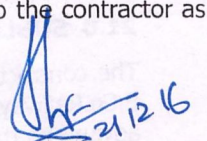
12.3 The nominated officer shall keep the register/ record for the previous bills paid for each Actuator Unit to avoid duplicity of payments at any time.

13.0 PAYING AUTHORITY

The payment against this contract shall be made by the Senior Divisional Financial Manager/ Visakhapatnam, E.Co.Rly against bills & inspection reports duly verified by consignee. 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.

For MEDHA SERVO DRIVES PVT. LTD.


Sr. Manager (Marketing)


21/12/16
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14.0 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 Diesel Loco Shed, Visakhapatnam. The Diesel Loco Shed, Visakhapatnam may forfeit the S.D. in case of the failure of contractor in execution of the contract.

15.0 WARRANTY FOR OC

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

16.0 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.

17.0 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 East Coast Railway. 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 Diesel Loco Shed, Visakhapatnam. E.Co.Railway. 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 thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

18.0 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.

19.0 JURISDICTION OF THE COURTS

The courts of the place where the contract has been entered into by the Diesel Loco Shed, Visakhapatnam. E.Co.Railway and the contractor shall alone have the jurisdiction to decide any dispute arising out of or in respect of the contract.

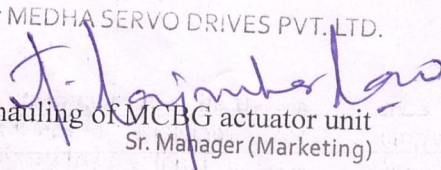
20.0 FAILURE

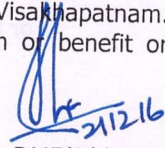
If the contractor fails in the performance of the contract (except in case of force majeure & having been allowed a reasonable time to complete the obligation), the Diesel Loco Shed, Visakhapatnam. E.Co.Railway may without prejudice to his other rights, cancel the contract or a portion thereof and if 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.

21.0 SUBLETTING AND ASSIGNMENT

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

For MEDHA SERVO DRIVES PVT. LTD.


Overhauling of MCBG actuator unit
Sr. Manager (Marketing)


Sr.DME(D)/VSKP

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 Diesel Loco Shed, Visakhapatnam. E.Co.Railway shall be entitled to cancel the contract.

22.0 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.

23.0 CONTRACT ISSUING AUTHORITY

This contract is issued on OEM of Micro Controlled Based Governor (i.e.M/s Medha Servo Drives Pvt. Ltd, Hyderabad) & shall remain valid for two years (i.e. 20.10.2016) from the date of Signing of the agreement unless otherwise extended or terminated.

24.0 In addition to above, the General Conditions of Contract and as amended from time to time, will apply.

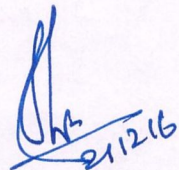
This concludes the contract and is issued for and on behalf of the president of India.

25.0 SERVICE TAX:

Actual service tax (without interest) is applicable if any will be reimbursed subject to production of authentic documentary evidence of this tax having been actually paid to the Government of India by contractor during execution of work or before passing of final bill.

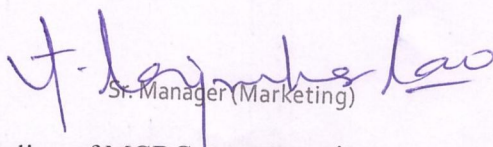
The documentary evidence must indicate agreement No/Acceptance letter No. along with name of work duly indicating the amount of service tax actually paid by the contractor to the Government of India and this should be produced either during the currency of the contract or before passing the final bill.

Half of 15% on 70% of the overhauling cost will be reimbursed on production of documentary evidence.



Sr.DME(D)/VSKP

For MEDHA SERVO DRIVES PVT. LTD.

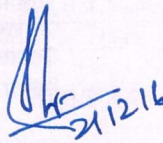


Sr. Manager (Marketing)

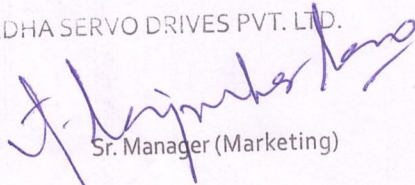
Overhauling of MCBG actuator unit

26.0 Rate sheet for overhauling of MCBG actuator unit

Type of Sch.	Rate per Loco	No.of locos	Total cost in Rs
M-48	42500	38	16,15,000
M-96	127500	32	40,80,000
Total overhauling cost in Rs.			56,95,000
Service tax @ Half of 15% on 70% of total overhauling cost (pl.refer clause 25.0)			2,98,988
Grand total in Rs.			59,93,988


21/2/16
Sr.DME(D)/VSKP

For MEDHA SERVO DRIVES PVT. LTD.

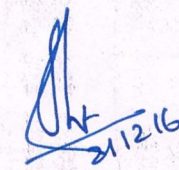

Sr. Manager (Marketing)

Overhauling of MCBG actuator unit

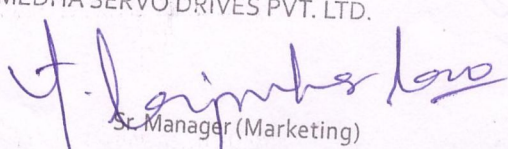
ANNEXURE-II

**List of MCBG Actuator units going to be due for M48/ M96 Schedule from 21
OCT 2016 to 20 Oct 2018**

OCT 2016 to 20 Oct 2016										
SL NO	AU NO	Date of Comn/ Mfg	LAST FITTMENT DETAILS			LAST DETAILS		SCH	NEXT SCH DUE	
			DATE	LOCO NO	SCH	SCH	DATE	SCH	DATE	
1.	1002	01-02-2001	10.04.15	13525	YLY	M 48	05-08-2013	M 96	05-08-2017	
2.	1071	01-01-2014	22.05.12	16235	TR	M 48	27-04-2012	M 96	27-04-2016	
3.	1073	22-08-2009	22.08.13	13085	TR	M 48	19-08-2013	M 96	19-08-2017	
4.	1202	01-09-2006	10.03.15	14933	YLY	M 48	23-10-2013	M 96	23-10-2017	
5.	1226	01-08-2006	06.10.15	14675	YLY	M 48	26-03-2012	M 96	26-03-2016	
6.	1235	15-06-2007	18.01.16	16185	YLY	M 48	18-05-2012	M 96	18-05-2016	
7.	1325	22-09-2007	30.10.15	16236	POH	M 48	07-05-2012	M 96	07-05-2016	
8.	1408	24-04-2009	24.08.15	13567	YLY	M 48	10-09-2013	M 96	10-09-2017	
9.	1419	06-12-2007	09.10.15	16239	POH	M 48	27-04-2013	M 96	27-04-2017	
10.	1426	04-04-2008	14.06.15	16249	POH	M 48	17-04-2013	M 96	17-04-2017	
11.	1457	01-10-2007	11.01.15	13140	YLY	M 48	21-07-2013	M 96	21-07-2017	
12.	1533	01-12-2007	06.03.15	13431	YLY	M 48	19-08-2013	M 96	19-08-2017	
13.	1545	02-07-2008	26.08.13	16244	TR	M 48	19-08-2013	M 96	19-08-2017	
14.	1573	09-06-2008	21.11.13	16379	YLY	M 48	28-10-2013	M 96	28-10-2017	
15.	1819	01-09-2008	05.02.16	13241	YLY	M 48	10-09-2013	M 96	10-09-2017	
16.	1883	01-10-2008	21.02.15	14828	POH	M 48	19-08-2013	M 96	19-08-2017	
17.	1893	29-03-2009	09.01.16	16315	POH	M 48	21-07-2013	M 96	21-07-2017	
18.	1959	27-08-2009	16.04.15	16238	TR	M 48	28-10-2013	M 96	28-10-2017	
19.	1996	29-08-2009	02.01.15	14913	YLY	M 48	28-10-2013	M 96	28-10-2017	
20.	2096	01-01-2008	19.08.13	14808	TR	M 48	19-08-2013	M 96	19-08-2017	
21.	2097	01-01-2009	13.04.16	13252	YLY	M 48	21-07-2013	M 96	21-07-2017	
22.	2099	01-01-2009	14.02.15	13429	YLY	M 48	28-10-2013	M 96	28-10-2017	
23.	2100	01-01-2009	30.12.15	13569	YLY	M 48	14-09-2013	M 96	14-09-2017	
24.	2101	01-01-2009	22.06.15	13210	YLY	M 48	10-09-2013	M 96	10-09-2017	
25.	2102	01-01-2009	24.08.14	16242	POH	M 48	21-07-2013	M 96	21-07-2017	
26.	2103	01-01-2009	10.10.15	13568	YLY	M 48	10-09-2013	M 96	10-09-2017	
27.	2105	01-01-2009	13.07.15	13200	YLY	M 48	05-08-2013	M 96	05-08-2017	
28.	2107	01-01-2009	03.02.15	13428	YLY	M 48	17-12-2013	M 96	17-12-2017	
29.	2108	01-01-2009	12.09.14	16240	YLY	M 48	05-08-2013	M 96	05-08-2017	
30.	2110	01-01-2009	20.03.15	13139	YLY	M 48	19-08-2013	M 96	19-08-2017	
31.	2171	12-09-2009	25.04.15	16245	TR	M 48	17-12-2013	M 96	17-12-2017	
32.	2182	01-02-2009	09.01.14	13430	TR	M 48	17-12-2013	M 96	17-12-2017	
Total M96=32										


21/12/16
Sr.DME(D)/VSKP

For MEDHA SERVO DRIVES PVT. LTD.


Sr. Manager (Marketing)

Overhauling of MCBG actuator unit

SL NO	AU NO	Date of Comn/ Mfg	LAST FITTMENT DETAILS			LAST SCH DETAILS		NEXT SCH DUE	
			DATE	LOCO NO	SCH	SCH	DATE	SCH	DATE
33.	3330	02-01-2012	07.08.14	16054	YLY	DOC	02-01-2012	M 48	02-01-2016
34.	3333	20-04-2012	07.08.14	14908	YLY	DOC	20-04-2012	M 48	20-04-2016
35.	3336	18-03-2012	03.07.15	16051	TR	DOC	18-03-2012	M 48	18-03-2016
36.	3340	21-02-2012	11.03.15	14921	YLY	DOC	21-02-2012	M 48	21-02-2016
37.	3343	06-02-2012	20.01.16	13242	YLY	DOC	06-02-2012	M 48	06-02-2016
38.	3889	23-06-2014	25.03.15	13117	YLY	DOC	23-06-2014	M 48	23-06-2018
39.	3985	01-06-2014	22.04.16	11511	YLY	DOC	01-06-2014	M 48	01-06-2018
40.	3987	04-09-2014	04.09.14	11537	PC	DOC	04-09-2014	M 48	04-09-2018
41.	4044	01-09-2014	27.10.15	11536	TR	DOC	01-09-2014	M 48	01-09-2018
42.	4097	05-10-2013	27.07.15	16691	YLY	DOC	05-10-2013	M 48	05-10-2017
43.	4152	01-07-2014	23.05.16	11515	YLY	DOC	01-07-2014	M 48	01-07-2018
44.	4158	01-06-2014	10.05.16	11512	YLY	DOC	01-06-2014	M 48	01-06-2018
45.	4160	01-06-2014	04.04.16	11513	YLY	DOC	01-06-2014	M 48	01-06-2018
46.	4166	01-07-2014	03.06.16	11514	YLY	DOC	01-07-2014	M 48	01-07-2018
47.	4223	01-09-2014	01.09.14	11535	DOC	DOC	01-09-2014	M 48	01-09-2018
48.	4310	11-07-2014	13.02.16	18932	TR	DOC	11-07-2014	M 48	11-07-2018
49.	4317	23-03-2014	20.03.15	14827	POH	DOC	23-03-2014	M 48	23-03-2018
50.	4319	15-03-2014	04.12.14	14911	YLY	DOC	15-03-2014	M 48	15-03-2018
51.	4323	27-03-2014	18.04.16	16436	POH	DOC	27-03-2014	M 48	27-03-2018
52.	4326	31-03-2014	28.03.16	13082	YLY	DOC	31-03-2014	M 48	31-03-2018
53.	4327	18-03-2014	10.07.14	13286	POH	DOC	18-03-2014	M 48	18-03-2018
54.	4329	27-03-2014	25.03.14	18935	TR	DOC	27-03-2014	M 48	27-03-2018
55.	4330	09-05-2014	18.12.15	13150	TR	DOC	09-05-2014	M 48	09-05-2018
56.	4331	24-03-2014	19.06.14	14866	YLY	DOC	24-03-2014	M 48	24-03-2018
57.	4332	17-05-2014	02.12.15	14869	POH	DOC	17-05-2014	M 48	17-05-2018
58.	4333	02-04-2014	25.07.14	14520	YLY	DOC	02-04-2014	M 48	02-04-2018
59.	4337	11-06-2014	29.08.15	14650	YLY	DOC	11-06-2014	M 48	11-06-2018
60.	4338	12-05-2014	18.12.15	14823	DOC	DOC	12-05-2014	M 48	12-05-2018
61.	4341	15-04-2014	15.04.14	14513	YLY	DOC	15-04-2014	M 48	15-04-2018
62.	4345	22-06-2014	09.08.15	14879	POH	DOC	22-06-2014	M 48	22-06-2018
63.	4351	14-06-2014	01.05.16	14089	TR	DOC	14-06-2014	M 48	14-06-2018
64.	4354	12-04-2014	11.04.14	14615	YLY	DOC	12-04-2014	M 48	12-04-2018
65.	4367	07-07-2014	07.06.16	14044	YLY	DOC	07-07-2014	M 48	07-07-2018
66.	1019	01-11-2003	08.12.15	13055	YLY	M 96	08-11-2013	M 48	08-11-2017
67.	1882	22-10-2009	28.11.15	14674	YLY	DOC	22-10-2009	M 48	22-10-2013
68.	3308	30-03-2012	21.02.16	16009	TR	DOC	30-03-2012	M 48	30-03-2016
69.	3305	01-02-2012	12.12.15	13219	YLY	DOC	01-02-2012	M 48	01-02-2016
70.	3319	27-12-2011	12-11-15	13228	YLY	DOC	27-12-2011	M 48	27-12-2015
Total M48=38									

Sr.DME(D)/VSKP

For MEDHA SERVO DRIVES PVT. LTD.

Sr. Manager (Marketing)

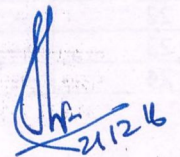
Overhauling of MCBG actuator unit

Annexure – III

SCOPE OF WORK IN OC(OVERHAULING CONTRACT) FOR MICRO CONTROLLED BASED GOVERNOR OF M/s MEDHA MAKE FITTED IN 16 CYLINDER D-E SERIES DIESEL ELECTRIC ALCO LOCOMOTIVES

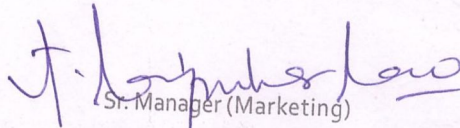
I. The activities to be carried out during OC (Overhauling Contract) of MCBG Actuator unit are as given below.

- a) Visual checks for physical condition of the Equipment, Replacement of the physically damaged and functionally unsuitable parts.
- b) Replacement of the items with limited life as per the scheduled maintenance. List of items to be replaced in the overhauling contract of 4 years (M48 Scheduled) and 8 years (M96 Schedule) are given in Annexure-IV
- c) Fault data Analysis for identifying the faulty components. We can also identify and replace the components, which may fail in future by proper analysis of the fault data pack. This will help bring down on line failures of Locos.
- d) Addressing any shortcoming/ deficiency in the system reported by shed.
- e) Dis-Assembly of the complete Actuator Unit. Replacing of the old grease.
- f) Re-assembly of the actuator unit as per the routine production process. During this process if any parts other than standard schedule items are found defective/ worn-out/ deteriorated minor items will be replaced on free of cost and major items will be replaced on chargeable basis duly informing to shed / Railways.
- g) Checking and resetting the alignment in the Gear Box Rack Shaft to ensure peak performance.
- h) Re-calibration of fuel rack position sensor.
- i) Checking of all the pressure sensors for their performance including temperature cycling to ensure optimum performance at all temperatures.
- j) Testing the actuator unit as per the routine test procedure.
- k) Testing the pressure sensor box as per the routine test procedure.
- l) Testing the Actuator unit in continuous ageing test setup for 24hrs.
- m) Detailed test report for the work carried out and tests conducted with test results will be submitted.


21/2/16

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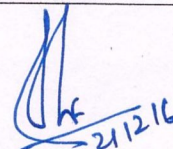
For MEDHA SERVO DRIVES PVT. LTD.


Sr. Manager (Marketing)

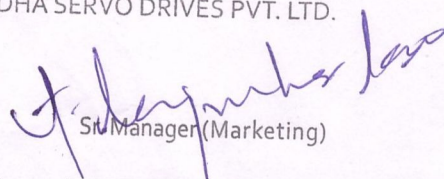
Annexure – IV

LIST OF ITEMS TO BE REPLACED IN OC (OVERHAULING CONTRACT) OF MCBG ACTUATOR UNIT IN M48 & M96 SCHEDULE

SL. NO.	ITEMS TO BE REPLACED IN M48 SCHEDULE	ITEMS TO BE REPLACED IN M96 SCHEDULE
1	Actuator unit cover gasket	Actuator unit cover gasket
2	PRS Box cover gasket	PRS Box cover gasket
3	Bellow	Bellow
4	GB side cover gasket	GB side cover gasket
5	AU Mats	AU Mats
6	Teflon seal for Motor	Teflon seal for Motor
7	Felt seal for Motor	Felt seal for Motor
8	Flange gasket	Flange gasket
9	Nylon Stopper	Nylon Stopper
10	Grease	Grease
11	EM Clutch	EM Clutch
12	Stepper Motor	Stepper Motor
13	Set of Bearings for Gear Box (6 Nos.)	Set of Bearings for Gear Box (6 Nos.)
14	Set of Bearings for Rack & Pinion Box (2 Nos.)	Set of Bearings for Rack & Pinion Box (2 Nos.)
15	End Fork Set	End Fork Set
16	Linkage AU	Linkage AU
17	---	Gear Box and Gear box cover
18	---	Gears
19	---	Rack & Pinion Box
20	---	Rack & Pinion Shaft
21	---	LOP Sensor
22	---	Fuel Rack Position Sensor (LVDT)
23	---	Worn out MS Round Connectors On Actuator unit.
24	---	All the MCBG Cables along with Cable connectors.


21/12/16
Sr.DME(D)/VSKP

For MEDHA SERVO DRIVES PVT. LTD.


Sr. Manager (Marketing)

Overhauling of MCBG actuator unit

East Coast Railway

IRREVOCABLE GUARANTEE BOND

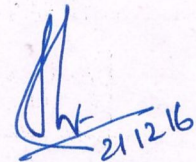
(To be used by State Bank of India / Nationlised / Scheduled Banks only)
SPECIMEN BG FORMAT FOR PERFORMANCE GUARANTEE

1. In consideration of the President of India (herein after called "The Government") having agreed to exempt M/s / Sri..... (hereinafter called 'the said contractor(S)') from the demand, under the terms and conditions of an Agreement dated made between the -----and M/s / Sri. for (herein after called "The said Agreement") of security deposit for the due fulfillment by the said contractor(S) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. /- (Rupees Only). We (Indicate name of the bank) (hereinafter referred to as "the Bank") at the request of M/s / Sri do hereby undertake to pay to the government an amount not exceeding Rs./- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reasons of any breach by the said contractor (S) of any of the terms or conditions contained in the said Agreement.

2. We, (indicate name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the government by reason of any breach by the said contractors of any of the terms or conditions contained in the said Agreement or by reason of the contractor (S) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs./-

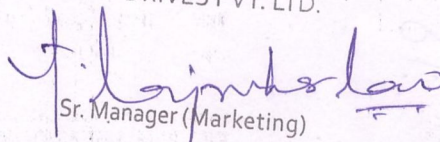
3. We undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the contractor (S) / Supplier (S) in any suit or proceeding before any Court of Tribunal relating thereto our liability under this present being absolute unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (S) / Suppliers (S) shall be no claim against us for making such payment.



Sr.DME(D)/VSKP

For MEDHA SERVO DRIVES PVT. LTD.



Sr. Manager (Marketing)

Overhauling of MCBG actuator unit

4. We (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges the Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the shall be discharged from all liability under this Guarantee thereafter.

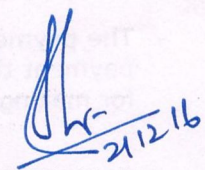
5. We (indicate name of the Bank) further agree with the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions at the said agreement or to extend time of performance by the said contractor(s) from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor's or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

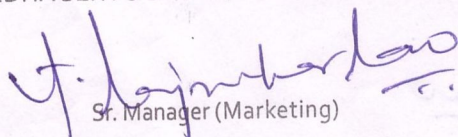
7. We (indicate the name of the Bank) lastly undertake not to revoke this agreement during its currency except with the previous consent of the Government in writing.

Dated the Day of 20.....

For (Name of the Bank)


21/12/16
Sr.DME(D)/VSKP

For MEDHA SERVO DRIVES PVT. LTD.


Sr. Manager (Marketing)