



CONTRACT AGREEMENT

FOR

Procurement of Three Phase Electric Loco Simulator in Motion
(WAG-9, WAP-5 and WAP-7)

Contract Agreement No.- 2023/RS(WTA)-537/Simulator/874/4

Dated : 06/05/2024

PURCHASER:

MINISTRY OF RAILWAYS (RAIL MANTRALAYA)
RAIL BHAWAN, RAISINA ROAD,
NEW DELHI-110001, INDIA

SUPPLIER:

M/S JMV LPS
W-50, SECTOR-11, NOIDA-201301, INDIA



Signature

Signature

Signature

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GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS(RAILWAY BOARD)
RAIL BHAWAN, RAISINA ROAD,
NEW DELHI – 110 001.

Telephone/Fax:+ 91 11 23073191

Email id: drsm@railnet.rb.gov.in

Contract No. 2023/RS(WTA)-537/Simulator/874/4

Dated 06/05/2024

M/s JMV LPS
W-50, Sector 11,
Noida-201301.
Ph. 917217889815, 0120-4590000,
9910398002
Email: info@jmv.co.in

M/s Transurb
Tour du Sablon, rue Joseph Stevens 7,
B-1000 Brussels, Belgium.

Dear Sirs,

DEVELOPMENTAL ORDER

Sub: Contract No. 2023/RS(WTA)-537/Simulator/874/4 dated 06/05/2024 for procurement of one no. of Three Phase Electric Loco Simulator in Motion (WAG-9, WAP-5 and WAP-7) to be procured by Ministry of Railways against e-tender No.WTA-537 opened on 03/11/2023.

With reference to Tender No. 2023/RS(WTA)-149/Tender/537, your offer and counter offer dated 12.02.2024, which was accepted vide your letter No. dated 19.02.2024 and subsequent advance acceptance letter No. 2023/RS(WTA)-149/Tender/537 dated 26/02/2024, it is hereby advised that the President of India has accepted your offer subject to the following conditions and also the conditions stipulated in the enclosed Bid Document to WTA-537.

1.0 TERMS & CONDITIONS:

S.N.	Items	Description
1.1	Purchaser	The President of India
1.2	Name & Address of Firm	M/s JMV LPS W-50, Sector 11, Noida-201301 INDIA
1.3	Principal OEM	M/s Transurb Tour du Sablon, rue Joseph Stevens 7, B-1000 Brussels, Belgium.
1.4	Item Description	Three Phase Electric Loco Simulator in Motion (WAG-9, WAP-5 and WAP-7)

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		on turnkey & DDP (Delivered Duty Paid) basis along with Concomitant Accessories & Works with AMC for a period of 8 years after expiry of warranty period of 2 years.	
1.5	Specification	COFMOW/Loco Simulator 2022 (with AMC) Rev.0	
1.6	Quantity	1 no.	
1.7	Price (inclusive of freight & GST@18%)	Item	Price
		Three Phase Electric Loco/ EMU-MEMU Simulator in Motion (As per clause 3.2, item 1 of the specification)	Rs.7,24,77,506.00
		Concomitant Accessories & Works (As per clause 3.2, item 2 to 15 of the specification)	Rs.2,07,07,858.00
		Turnkey Charges viz. Foundation, Installation & Commissioning etc.	Rs.2,07,07,858.00
1.8	AMC	AMC charges quoted by the firm for a period of 8 years after expiry of warranty period of 2 years is as under: Rs.40,36,320/- with inclusive of GST @18%	
1.9	Total value of order inclusive of AMC:	Rs.11,79,29,542/- (RUPEES ELEVEN CRORE SEVENTY NINE LAKH TWENTY NINE THOUSAND AND FIVE HUNDRED FORTY TWO ONLY)	
1.10	Order Type	Developmental Order	

2. **CONSIGNEE :** Locomotive Simulators:

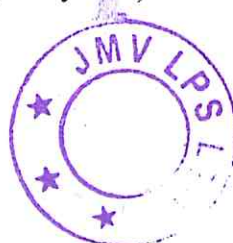
S. No.	Railway	Consignee
1.	ER	Sr.DEE/OP/ Howrah

3. **DELIVERY SCHEDULE:** As per Time Schedule Chart attached as Annexure-I of the Specification.

4. **DELIVERY TERMS:** On DDP (Delivery Duty Paid) basis.

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5. **QUANTITY VARIATION CLAUSE:** Not applicable
6. **INSPECTION AUTHORITY:** Inspection will be done by RDSO, with inspection and testing details as indicated in the Specification.
7. **MANUFACTURER:** M/s Transurb
Tour du Sablon, rue Joseph Stevens 7, B-1000
Brussels, Belgium
8. **INSURANCE** Since the contract is placed on DDP basis, the insurance charges upto consignee premises is to be borne by the firm.
9. **PAYING AUTHORITY:** Payment will be arranged by Sr Divisional Financial Manager (Sr. DFM) of the concerned divisions to whom the simulator is allocated and installed.
10. **PAYMENT PROCEDURE:** As per clause 14 of the Bid Document. LC Opening Charges @ 0.45% on CIF to be paid by the firm.
11. **PAYMENT TERMS :** As per clause 12 of Instructions to Tenderers of Bid Document Part-II.
12. **Bank Details of M/s JMV:**
Name of the Bank: ICICI Bank Limited.
Name of the Branch: SECTOR-62, NOIDA-201301
Account No: 158005003822
IFSC Code: ICIC 0001580
MICR Code: 110229152
13. **SUBMISSION OF BILLS :** As per Bid Document.
14. **PRICE:** The above prices are firm & fixed and will not subject to variation on any account.
15. **STATUTORY VARIATION CLAUSE:** Applicable on documentary evidence.
16. GSTN Numbers of Indian Railways in various States is available on the website; https://indianrailways.gov.in/GST/Tin_Numbers.pdf. Contractor (s) is/are advised to go through the same and comply.
17. The consignee shall issue a certificate as per Annexure-'N' of the Technical Specification, listed below certifying the performance of the firm during warranty period of the machine. The appraisal shall be submitted within one month of completion of original warranty period to ensure extension of warranty period, if required.
18. The consignee is requested to send the warranty complaint proforma duly filled in to Railway Board or to the concerned as per Annexure-'II', listed below to monitoring the

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attention to the complaint by the supplier and also to evaluate the firm's response and machine performance

19. The supplier shall also furnish mile stone chart duly filled in as per Annexure-'III' listed below within one month of issue of Contract and also submit monthly progress report thereafter to Railway Board or to the concerned..
20. **PERFORMANCE BANK GUARANTEE:** In terms of provisions contained in Clause-20 of Section - II of Bid Documents Part-II, Performance Bank Guarantee No. 0386NDLG00026924 for INR 1,13,89,322.00 (Rs. One Crore Thirteen Lakh Eighty Nine Thousand Three Hundred and Twenty Two Only) valid upto 27/05/2027 with claim period upto 27/05/2028 executed by ICICI Bank Limited, Express Building, 9/10, Bahadur Shah Zafar Marg, Delhi-ITO, New Delhi-110002 is received. The performance bank guarantee is being forwarded to Sr. DFM/Howrah Division, Eastern Railway and shall remain in full force and in effect during the period that will be taken for satisfactory performance and fulfilment in all respects of the contract. As and when an amendment is issued to the contract extending the delivery period, the Contractor, shall, within fifteen (15) days of receipt of such an amendment furnish an amendment to the Performance Bank Guarantee rendering the same valid for the additional corresponding period.
21. **Warranty Bank Guarantee:** To be submitted as per clause 10.9 of Special Conditions of Contract of Bid Document
22. Please acknowledge receipt of this contract and return one copy duly accepted and each & every page initialled by an authorised person within 15 days of its receipt. For this purpose, you are advised to use speed post/courier service or send them through your local office so as to ensure return of copy by the target date.
23. **FOR CONSIGNEE**
 - a) The consignee on receipt of machine/plant/stores, the same shall be verified with the challan and record his receipt duly certified by Gazetted Officer as under on all the copies of the challan submitted by the supplier.
 - b) The box has been opened and material has been received in complete and in good condition as per contract.

The copies of challan shall be disposed as given below.

- i) One copy as his office copy.
- ii) One copy to the Paying Authority
- iii) One copy to the supplier as acknowledgement.

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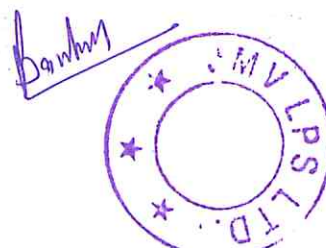


- c) Where 20% payment is to be made after the successful installation and proving test of the machine, the consignee should in addition issue Proving Test Certificate on the Proforma as per 'Annexure-M' of specification as evidence of successful commissioning of the machine and carrying out of the Proving Test to his entire satisfaction. The Proving Test Certificate in original to be furnished to:
- i) The Supplier
 - ii) Paying Authority
- d) Consignee will also get the site ready well in time for installation and commissioning of machine as per the specification.
- e) Authority to sign the Certificate: To be signed by a Gazetted Officer not below the rank of J.A. Grade. May be signed by a Senior Scale Officer if he is the Shop Incharge. The Officer must sign under his own seal and not on behalf of any senior officer. The consignee should advise the supplier within 45 days the damage/shortage, which has occurred in transit.
- f) Consignee should fill all the information asked in Proving Test Certificate as per Annexure-M (PTC) and no column should be left blank.
24. Other terms & conditions of the contract as detailed in Bid Document (copy enclosed) and Technical Specification(copy enclosed) which are an integral part of the contract.
25. The contract is issued by order and in the name of the President of India.

Yours faithfully,

Sunil Kumar Verma
(SUNIL KUMAR VERMA) 15/2/20
DIRECTOR, RAILWAY STORES (M)
RAILWAY BOARD
FOR & ON BEHALF OF PRESIDENT OF INDIA

Encl: 1. Bid Document.
2. Annexure- I- III.
3. Technical Specification.



No. 2023/RS(WTA)-537/ Simulator/874/4

New Delhi, dated 06/05/2024

Copy to:-

1. **Principal Financial Adviser:** Eastern Railway, Kolkata.
2. **Principal Directors of Audit:** Eastern Railway, Kolkata.
3. **Sr. Divisional Financial Manager:** Howrah Division/ Central Railway, Howrah. He is the Paying Authority. Recovery of Liquidated Damages should be ensured if there is delay in delivery of item with reference to schedule stipulated in clause 3 of the contract.
4. ADAI (Railways), Rail Bhawan, New Delhi.



For MEMBER FINANCE / RAILWAY BOARD

No. 2023/RS(WTA)-537/ Simulator/874/4

New Delhi, dated 06/05/2024

Copy to:-

1. **The Chief Electrical Loco Engineer:** Eastern Railway, Kolkata.
2. The Executive Director(Standards)Electrical, RDSO / Lucknow.
3. The Executive Director, Enforcement Directorate, Ministry of Finance, Loknaya Bhawan, Khan Market, Lodi Road, New Delhi-110 003.
4. Sr. Crew Controller/HWH, Eastern Railway, Howrah Division, Howrah – 711101, West Bengal.
5. EDEE(RS)
6. DDF(S)-III.
7. FS-III Branch, Railway Board.



(SUNIL KUMAR VERMA) 9/5/24

DIRECTOR, RAILWAY STORES (M)
RAILWAY BOARD

ENCL: AS ABOVE.



CONTRACT NO. 2023/RS(WTA)-537/ Simulator/874/4

WE ACCEPT THE CONTRACT ON THE TERMS AND CONDITIONS MENTIONED IN THIS CONTRACT.

Signature.....

For & on behalf of.....

M/s JMV LPS

W-50, Sector 11,

Noida-201301.

Ph. 917217889815, 0120-4590000, 9910398002

Email: info@jmv.co.in

WITNESS.....

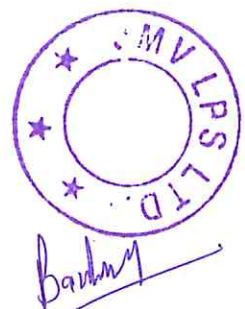
Signature.....

Dated:.....



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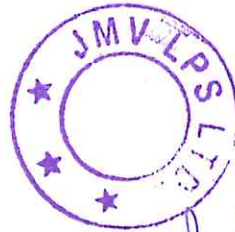


Consignee Particulars

Supply to be made to the following consignee as per further particulars given below:

EASTERN RAILWAY

Consignee and Postal Address	Sr. Crew Controller/HWH, Eastern Railway, Howrah Division, Howrah – 711101, West Bengal
Station	Howrah Stn., Eastern Railway.
Indent No. and Date	162600078 dt 22.10.2021
Allocation	CAP
Chargeable Head of Account	RRSK
Plan Head	PH-41
Item No. of Sanction and year	ER PBI No. 822 of 2020-21.
Accounts Officer of the Consignee	Sr. DFM/HWH.



FORMAT FOR WARRANTY COMPLAINTS

1. Machine Name :
2. Consignee/Railway :
3. Tender No.& Contract No :
4. Name of the supplier :
5. Machine commissioned on :
6. Machine PTC issued on :
7. Warranty period expires on :
8. Complaint details :
 - a. Complaint No. :
 - b. Ref. of earlier similar complaint if any :
 - c. First call made on :
 - d. No. of letters/Fax/Calls made with date :
 - e. Service engineer reported on :
 - f. Action taken by the firm :
 - g. Machine made operational on :
 - h. Any defect is still pending :
 - i. Total Breakdown hours for present complaint :
 - j. remarks (if any) :

Signature_____

Name_____

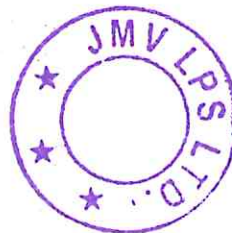
Designation: Dy. CEE/Sr. DEE

Office Stamp

(Complaint lodged by)

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ANNEXURE- III

S. No	Name of Activity	January				February				March				April				May				Contd...				Dec.			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
01.	Issue of Advance Acceptance(A/A)																												
02.	Issue of contract(AT)																												
03.	Preparation of GA/foundation drawings																												
04.	GA drawings approved																												
05.	Procurement of raw material(casting, forgings etc.)																												
06.	Procurement of sub assemblies and other bought out items																												
07.	Procurement of electrical																												
08.	Machining of castings/forgings and heat-treatment																												
09.	Fabrication																												
10.	Sub-assembly stages																												
11.	Final assembly																												
12.	Internal Testing																												
13.	Inspection																												
14.	Packing & despatch																												
15.	Receipt of material and joint inspection																												
16.	Foundation preparation if turn-key contract																												
17.	Erection and commissioning																												

Signature

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