



CONTRACT AGREEMENT

FOR

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

Contract Agreement No.- 2023/RS(WTA)-537/Simulator/874/5

Dated : 28/05/2024

PURCHASER:

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

SUPPLIER:

M/S MEL SYSTEM AND SERVICES LTD,
173, DEVELOPED PLOTS ESTATE, PERUNGUDI,
CHENNAI-600 096.

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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/874/5

Dated 28/05/2024

M/s MEL System and Services Ltd.
173, Developed Plots Estate, Perungudi,
Chennai-600 096.
Ph.91-9840930565, 044-24961904
Email: accounts@melss.com

DEVELOPMENTAL ORDER

Sub: Contract No. 2023/RS(WTA)-537/Simulator/874/5 dated 28/05/2024 for procurement of Three Phase Electric Loco Simulator in Motion (WAG-9, WAP-5 and WAP-7) and EMU-MEMU Simulator in Motion, 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 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 Manufacturer	M/s MEL System and Services Ltd. 173 Developed Plots Estate, Perungudi, Chennai-600 096. E-mail id - accounts@melss.com Tele No.-91-9840930565, 044-24961904
1.3	Item Description	Three Phase Electric Loco Simulator in Motion (WAG-9, WAP-5 and WAP-7) 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.
1.4	Specification	COFMOW/Loco Simulator 2022 (with AMC) Rev.0

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1.5	Quantity	1 no.	
1.6	Price per no. (inclusive of GST@18%)	Three Phase Electric Loco/ EMU-MEMU Simulator in Motion (As per clause 3.2, item 1 of the specification)	Rs.8,24,29,541/-
		Concomitant Accessories & Works (As per clause 3.2, item 2 to 15 of the specification)	Rs.2,95,00,000/-
		Turnkey Charges viz. Foundation, Installation & Commissioning etc.	Rs.1/-
1.7	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.7.5 lakh per year with inclusive of GST @18% Totaling Rs.60,00,000/- for 8 years with inclusive of GST @18%	
1.8	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).	
1.9	Order Type	Developmental Order	

2. **CONSIGNEE:** Principal, Zonal Electric Traction Training Centre, Southern Railway, Avadi, Chennai.
3. **DELIVERY SCHEDULE:** As per Time Schedule Chart attached as Annexure-I of the Specification.
4. **DELIVERY TERMS:** On DDP(Delivery Duty Paid) basis.
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 MEL System and Services Ltd., 173 Developed Plots Estate, Perungudi, Chennai-600 096.
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 division 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 MEL:**

Beneficiary's Name:	M/s MEL SYSTEMS AND SERVICES LTD
Bank's Name	STATE BANK OF INDIA
Branch	SME BRANCH, GUINDY, CHENNAI-600032 Ph. No.- 044-22501124
Account Number	10565628472
IFSC Code	SBIN0004327
MICR Code	600002114

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. GSTIN 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-'B' listed below to monitoring the 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-'C' 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. 0505624BG0000564 dated 06.03.2024 for INR 1,11,92,954/- valid upto 31.05.2026 with claim period upto 30.11.2026, executed by State Bank of India, TFCPC, State Bank Building, 157 Anna Salai, Chennai-600002 is received. The performance bank guarantee shall remain in full force and in effect during the period that will be taken for satisfactory performance and fulfillment in all respects of the contract. As and when an amendment

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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.

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

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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) 28/05/24
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/874/5

New Delhi, dated 28/05/2024

Copy to:-


1. **Principal Financial Adviser:** Southern Railway, Chennai.
2. **Principal Directors of Audit:** Southern Railway, Chennai.
3. **Sr. Divisional Financial Manager:** Sr. Divisional Finance Manager, Chennai division, Southern Railway- He/She 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
For MEMBER FINANCE / RAILWAY BOARD



Copy to:-

1. **The Chief Electrical Loco Engineer:** Southern Railway, Chennai.
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. The Principal, Zonal Electrical Traction Training Centre, Avadi, Chennai-600109. (Consignee Code-022957)
5. EDEE(RS)
6. DDF(S)-III.
7. FS-III Branch, Railway Board.


(SUNIL KUMAR VERMA)
DIRECTOR, RAILWAY STORES (M)
RAILWAY BOARD

CONTRACT NO. 2023/RS(WTA)-537/ Simulator/874/5

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

Signature.....

For & on behalf of.....

M/s MEL System and Services Ltd.
173 Developed Plots Estate, Perungudi,
Chennai-600 096.
Ph.91-9840930565, 044-24961904
Email: accounts@melss.com

WITNESS.....

Signature.....

Dated:.....





Consignee Particulars

SOUTHERN RAILWAY- Electric Loco Simulator- 1 no.

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

Consignee and Postal Address	The Principal, Zonal Electrical Traction Training Centre, Avadi, Chennai-600109. Consignee Code-022957
Station	AVADI
Indent No. and Date	626303 Dated- 12/12/2019
Allocation	RRSK
Chargeable Head of Account	294176-04
Plan Head	41
Item No. of Sanction and year	PB item No.1177/2018-19/NR,1171/2019-20/SR
Accounts Officer of the Consignee	Sr. Divisional Finance Manager/Chennai Division.

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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																												

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