

## **EXPRESSION OF INTEREST**

**FOR**

**Partnering with BHEL**

**ON**

**Design, Development, Manufacture, Testing and Commissioning of Propulsion System (Traction Converter, Auxiliary Converter and TCMS), for Semi High Speed Train Sets (Train 18) of 160 Kmph**

**Issued by:**

**Bharat Heavy Electricals Limited,**

**Mysore Road, Bangalore -560026 (hereinafter referred to as 'BHEL')**

**also**

**having registered office at**

**BHEL House, Siri Fort New Delhi-110049, INDIA**

**DISCLAIMER**

All information contained in this EOI provided / clarified are in good interest and faith. The information contained in this Expression of Interest document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of BHEL, is provided on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and subsequent selection pursuant to this EOI. This EOI is not an offer by BHEL to the prospective Bidder(s) or any other person. This EOI is neither intended nor shall it be construed as creating or requiring any ongoing or continuing relationship or commitment with any party or person. This is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this EOI document, the interested firms shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Agencies are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the EOI document is complete in all respects and firms submitting their interest are satisfied with the EOI Document in all respects.

The issue of this EOI does not imply that BHEL is bound to select and shortlist Bidder(s) for next stage or to enter into any agreement(s) with any Bidder(s). BHEL reserves all right to reject any applications submitted in response to this EOI document at any stage without assigning any reasons thereof. BHEL also reserves the right to withhold or withdraw the process at any stage. Neither BHEL nor its employees and associates will have any liability any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document or any matter deemed to form part of this EOI document, the information and any other information supplied by or on behalf of BHEL. BHEL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance/use of any statements/information contained in this EOI by the Bidder. BHEL is not making any representation or warranty, express or implied, as to the accuracy or completeness of any information/statements made in this EOI.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BHEL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Bidder and BHEL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Application, regardless of the conduct or outcome of the EOI.

## **1.0 INTRODUCTION**

This Expression of Interest (Eoi) seeks response from Design Consultants/Original Equipment Manufacturer (OEMs) who are involved in designing or have past experience in designing or manufacturing of Propulsion System (Traction Converter, Auxiliary Converter and TCMS) of Semi High Speed Train Sets.

## **2.0 ABOUT BHEL**

Bharat Heavy Electricals Limited (BHEL) is a Central Public Sector Enterprise, wherein Government of India is holding 63.06% of its equity. It is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing companies of its kind in India having a turnover of about USD 5 billion. The company is engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable Energy, Oil & Gas and Defence with over 180 product offerings to meet the needs of these sectors.

Since its inception in 1964, BHEL has been the solid bedrock of evolution of India's Heavy Electrical Equipment industry. BHEL has a mammoth 20,000 MW per annum capability for manufacturing of power generation equipment. A widespread network of 17 manufacturing units, 2 repair units, 4 regional offices, 8 service centres, 1 subsidiary, 4 overseas offices, 6 joint ventures, 15 regional marketing centres and current project execution at more than 150 project sites across India and abroad corroborates the humongous scale and size of its operations.

With key focus on project execution, the worldwide installed base of power generating equipment supplied by BHEL has exceeded 178 GW. BHEL's equipment that account for about 60% of the country's total generation from thermal utility sets (coal based), stand a testimony to its valuable contribution towards nation building. BHEL's global competitiveness has established its footprint in all the inhabited continents with references in 82 countries.

The high level of quality & reliability of BHEL products is a testimony to its adherence to international standards by acquiring and adapting some of the best technologies from leading companies in the world including General Electric, Siemens AG, Mitsubishi Heavy Industries Ltd. etc., together with technologies developed in its own R&D centres. BHEL invests more than 2.5% of turnover on R&D and innovation.

BHEL has been designing and manufacturing rolling stock for rail and urban transportation. BHEL has also been manufacturing Motors, Power electronics and Controllers for various transportation applications at its various factories. BHEL also has a Battery Packaging facility for space applications.

In transportation sector, BHEL is into the manufacture of complete electric and diesel electric locomotives and electrical assemblies/components including traction motors, traction transformers, power & auxiliary converters and controls, gear wheels etc.

At Jhansi plant, we manufacture complete Electric Locomotives up to 6000 HP rating for mainline application of Indian Railways, Diesel Electric Locomotives from 350 HP to 3100 HP rating. Till date, we have supplied more than 400 nos. of main line electric locomotives for Indian Railways and more than 350 nos. of diesel electric locomotives for shunting operations to different industries. We are currently executing an order for manufacture of complete Electric Locomotive of 6000 HP. Our Jhansi plant with an installed capacity of 75 nos. locomotives per year. At Jhansi, we have complete state-of-the-art facilities for manufacturing, fabrication and testing of bogies, loco shells, under frames and other mechanical components of locomotives. We have recently developed India's first state-of-the-art WAG7 Electric Locomotive with regenerative capabilities. We have also developed India's first Traction Motor for 9000HP Electric Locomotives.

At Bhopal and Bengaluru plants, among electrical propulsion equipment, we manufacture and supply traction motors, traction transformers, power converters (IGBT/GTO) & controls, auxiliary converters (IGBT/GTO) and vehicle control units for electric locomotives, diesel electric locomotives, EMUs, DEMUs & and metros trains of Indian Railways. Our manufacturing range includes conventional DC drive, IGBT based 3-phase drive equipment up to 6000HP rating. BHEL has also been in the forefront of providing maintenance and spares/replacement support to Indian Railways for their locomotive fleet. We have full-fledged service team stationed at major centers in the country.

**More details about the entire range of BHEL's products and operations can be obtained by visiting our web site [www.bhel.com](http://www.bhel.com).**

### **3.0 PURPOSE**

- 3.1 BHEL is a regular supplier of traction propulsion equipment to Indian Railways' production units for manufacturing of EMUs by them.
- 3.2 Indian Railway is on a rapid expansion and modernisation drive for its rolling stock to increase the average speed of operations and to enhanced safety and comfort of passengers. In this regard they intend to switchover from existing EMU Stock having operation speed potential of 120 KMPH to EMU / Train Sets having operational speed of 160 KMPH.
- 3.3 **Indian Railways has floated tender no: 08210075** for Design, Development, Manufacture, Supply, Integration, Testing and Commissioning of IGBT based 3-phase propulsion, control and other equipment for train sets suitable for operation on 25 KV AC OHE system conforming to RDSO specification No. RDSO/PE/SPEC/EMU/0196-2019 (Rev.0) along with addendum/corrigendum including CMAC for 58 Rakes with quantity distribution tentatively as 30 nos. of 16 car rakes for ICF, 14 nos. of 16 car RAKES for MCF and 14 nos. of 16 car rakes for RCF. Additional spares are applicable as per ICF NIT/ Tender No. 08210075. All tender documents are uploaded in IREPS website. Link:  
<https://www.ireps.gov.in/epsn/nitViewAnonyms/rfq/nitPublish.do?nitId=3591385&activity=viewNIT>

Bidder may please note that, as per ICF tender total quantity of rakes is 58. However, Order split is also applicable for the ICF Tender. For details of split, please refer ICF Bid Document Cl. 11.0.

- 3.4 The intent of this Expression of Interest hereinafter referred to as the “EOI” is to invite applications from interested organizations / companies who are willing to Partner on pre-bid basis with BHEL for identified scope of bidder for execution of contracts for the above mentioned Train Sets as per ICF tender 08210075. The scope of partnership for the EOI is as below:

S.N.	Item	Scope of Partnership
1.	Equipment supply of Traction Converter (TC), Auxiliary Converter (AC) with battery charger and TCMS for sets ordered on BHEL by I.R. along with software.	As per detailed scope division at section 4.0.
2.	Engineering package along with partial equipment supply of Traction Converter (TC), Auxiliary Converter (AC) with battery charger and TCMS (Bidder may propose supply of prototype & critical components)	As per detailed scope division at section 4.0.

Proposed scope of activities under partnership agreement are elaborated under Cl. 4.0.

- 3.5 Interested organizations / companies/parties may submit their proposal for either Sl.no. 1 or 2.
- 3.6 BHEL shall select suitable partner(s) who meet Pre-Qualification Criteria (PQR)/ Annexure -2 for the intended business tie-up and shall enter into exclusive Memorandum of Understanding (MoU), Pre-bid tie-up with selected partner(s) as per agreed business association.
- 3.7 The chosen partner(s) shall also be required to enter into **mutually exclusive pre-bid tie up arrangement** with BHEL to provide due support for fulfilling the contractual obligations of BHEL to the customer i.e. Indian Railways. Preference shall be given to the bidders who are willing for **consortium bidding** as per the tender requirements. Also the selected bidder, after entering into a mutually exclusive agreement with BHEL, cannot quote directly or enter into any kind of joint arrangement with any other party for the above mentioned Train Sets tender.

- 3.8 All items applicable for ICF Tender No. 08210075 other than Sl. No. 3.4 are in BHEL's scope. However, bidder has to carry out system engineering for the project and hence, shall provide inputs for procurement of other items which may include specifications, drawings etc. The responsibility of engineering for these items shall rest with BHEL.
- 3.9 Bidders should quote for AMC support for a period of 8 years after 2 years of warranty. The price to be quoted per rake for each year separately.
- 3.10 Bidder to provide AMC spares list along with prices to support for 8 years after warranty period of 2 years. BHEL shall order AMC spares separately based on the requirement.
- 3.11 Bidder to quote for testing & troubleshooting kit for power modules of main and auxiliary converter/inverter.

#### 4.0 SCOPE OF ACTIVITIES FOR MENTIONED TENDER:

*Indicative scope split for items in EOI proposal* R -> Responsible, S -> Support

S. N.	Scope	M/s BHEL	M/s Bidder	Bidder Acceptance/ Clarification
1.	System Engineering including performance calculation, equipment and component selection, sizing, rating calculations, weight balancing, cable rating finalization etc.	S	R	
2.	<b>Layout of equipment for traction chain equipment</b>	S	R	
3.	Train Schematics (HV/MV/LV Power, control & Communication), harness and wiring chart	S	R	
4.	Preparation of documents such as design documents, test protocols and type test reports <b>based on inputs from bidder.</b>	R	S	
5.	RDSO/ICF approval of design documents	R	S	
6.	Development of DDU (Driver Display Unit) software	S	R	
7.	Hardware Design and software for Traction converter	S	R	

S. N.	Scope	M/s BHEL	M/s Bidder	Bidder Acceptance/ Clarification
8.	Design parameters / characteristics for BHEL to design and manufacture the Traction Motor & Traction Transformer	S	R	
9.	<b>Manufacture of Traction convertor</b>			
	a) Equipment supply by bidder (Cl. 3.4.(1))	S	R	
	b) Engineering package along with partial equipment supply (Cl. 3.4.(2))	S	R	For equipment supplied by bidder only
10.	Hardware Design and software for Auxiliary converter	S	R	
11.	<b>Manufacture of Auxiliary convertor with battery charger</b>			
	a) Equipment supply by bidder (Cl. 3.4.(1))	S	R	
	b) Engineering package along with partial equipment supply (Cl. 3.4.(2))	S	R	For equipment supplied by bidder only
12.	Hardware Design, software and Communication interface for TCMS	S	R	
13.	TCMS Interface/ integration with propulsion system and with other subsystems (Viz., Brakes, Doors, HVAC, PAPIS - Public Address and Passenger Information System, CCTV, remote monitoring system etc.)	S	R	
14.	<b>Manufacture of TCMS</b>			
	a) Equipment supply by bidder (Cl. 3.4.(1))	S	R	
	b) Engineering package along with partial equipment supply (Cl. 3.4.(2))	S	R	For equipment supplied by bidder only

S. N.	Scope	M/s BHEL	M/s Bidder	Bidder Acceptance/ Clarification
15.	Software for CST (Combined System Test) and TCMS testing	S	R	
16.	Setting up of test facility for CST and TCMS testing	S	R	<b>BHEL has state of art CST test facility at Bhopal and the same can be utilized.</b>
17.	<b>Combined system testing</b>	<b>S</b>	<b>R</b>	<b>To be conducted at BHEL, Bhopal under RDSO inspection</b>
18.	<b>TCMS testing at test bed</b>	<b>S</b>	<b>R</b>	<b>To be conducted at BHEL, Bhopal under RDSO inspection</b>
19.	Setting up of office at User railway	R	NA	
20.	Installation & Erection of equipment	R	S	
21.	Pre-commissioning of prototype rake at ICF	R	S	
22.	Commissioning of prototype rake at User Railway including system integration.	R	S	
23.	Static and dynamic testing at user railway	S	R	Static Testing - At ICF/RCF/MCF plants of Indian Railways  Dynamic Testing – at designated user railway, to be informed later
24.	Vehicle testing trial of prototype rake	R	S	
25.	Installation, Erection & commissioning of series TRAIN SETS	R	S	
26.	O&M manual and other customer docs	R	S	
27.	Training to end customer	R	S	
28.	Commissioning of series TRAIN SETS	R	S	



S. N.	Scope	M/s BHEL	M/s Bidder	Bidder Acceptance/ Clarification
29.	Warranty support	R	S	
30.	After Sales support/ CAMC (Comprehensive Annual maintenance Contract)	R	S	AMC is for 8 years after 2 years of warranty
31.	Technical support for designed life of equipment (Traction Converter, Auxiliary Converter and TCMS)	S	R	
32.	<b>Design parameters / characteristics for BHEL to design and manufacture the Traction Motor &amp; Traction Transformer</b>	<b>S</b>	<b>R</b>	

Please note that the list is not exhaustive and additional activities may be added if deemed necessary to meet tender requirements as per mutual agreement.

**Bidders can indicate suggested scope division in case of any difference from the one indicated above, however the same shall be subject to BHEL evaluation and acceptance. Detailed scope to be finalised in partnership agreement.**

## 5.0 INSTRUCTION TO BIDDERS:

### 5.1 Offer to be submitted in Three (I,II & III) parts:

**Part-I Bid:** The following documents are to be submitted as part of Part I bid.

1. General Information (**As per Annexure-1**)
2. Pre-Qualification Requirements (**As per Annexure-2**)
3. Business Proposal model – Whether quoting under category-1 or Category-2 of Section no. 3.4.

#### **Part-II:**

1. Technical Offer comprising of following:
  - i. Technical Offer
  - ii. Clause wise comments for RDSO Spec no: RDSO/PE/SPEC/EMU/0196-2019 (Rev.0) along with addendum/corrigendum for Bidders' quoted scope
2. Response to Questionnaire (**As per Annexure-3**)
3. Commercial Offer for proposed partnership (Unpriced)

**Part-III:** Password Protected Price Offer for Proposed partnership.

*Note: Password to be provided after requested by BHEL through written communication.*

BHEL shall verify & evaluate General information, Pre-qualification requirements submitted by all interested Bidders.

After evaluation, BHEL shall scrutinize Business proposal, technical offer & unpriced commercial offer of eligible Bidders.

**BHEL shall request for password for Priced offer from the bidders who are successful after evaluation of technical and unpriced commercial offer. The bidders have to provide commercial offer within 3 days after BHEL request.**

**Evaluation criteria for Bidders is as mentioned in Annexure-4.**

**Commercial terms are as per Annexure-5.**

- 5.2 Reputed business entities may submit their offer in Part I & Part II (refer 5.1 above) by Post / e-mail so as to reach us on or before 13:00Hrs on **8<sup>th</sup> November, 2021** at the following address:

Mr. Kathavarayan T, Senior Deputy General Manager and  
Mr. Shyam Sundar V P, Additional General Manager  
Bharat Heavy Electricals Limited,  
Electronics Division, PB No 2606,  
Mysore Road, Bangalore -560026,  
India.

Email: [kathavarayan@bhel.in](mailto:kathavarayan@bhel.in) Phone: +91 9945568518

Email: [vpshyam@bhel.in](mailto:vpshyam@bhel.in) Phone: +91 9443293840

- 5.3 The details submitted by the Bidder(s) shall be complete in all respects and BHEL may seek clarifications/additional information as considered necessary. Such clarifications/additional information must be provided within 5 days of BHEL request.
- 5.4 The EOI process involves seeking willingness of interested parties and selecting one or more party (ies) amongst all who make an application in response to this EOI.
- 5.5 Any request for further information or clarification on the EOI document may be submitted to the above mentioned official within 07 days from date of issue of EOI.
- 5.6 Responses to EOI are to be submitted in English only. Supporting documents, as required, should also be in English language. In case of some documents being available in languages other than English, the Bidder shall necessarily provide duly authenticated translated version of the same in English.
- 5.7 Duly authorized representative of the Bidder(s) shall sign on each page of the document. Response to EOI should be prepared in such a way so as to provide a straight forward, concise description of Bidder's capabilities.
- 5.8 Notwithstanding anything contained in this EOI, BHEL reserves the right to accept or reject any Application and to annul the EOI Process in whole or part, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- 5.9 BHEL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the EOI. Any such verification or lack of such verification by BHEL shall not relieve the Bidder of his obligations or liabilities hereunder nor will it affect any rights of BHEL.
- 5.10 The EOI process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bangalore shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the EOI process.
- 5.11 All costs incurred for participation in the EOI shall be borne by the Bidder(s).

BHEL

**Annexure-1**

**General Information to be submitted by Bidders**

1. Name of the Company:
2. Legal status of the Company:
3. Brief description of the Company including details of its business groups/subsidiaries/affiliates:
4. Date of Incorporation:
5. Date of Commencement of Business:
6. Full address including Telephone nos. / Fax nos.:

Registered Office:

Head Office:

Address for communication:

Contact Details:

Office Address in India, if any:

Place of address where local content is added:

7. Documents to be enclosed:
  - a) Technical Credentials – Relevant Product/System catalogues, Experience /Reference List, Copies of Customer Certificates, Engineering strengths, quality accreditations, etc.
  - b) Financial Credentials – Copies of Audited Financial statements (Annual Reports) for last 3 years, Credit Rating, Market share (Domestic/International), Segmental Revenue in the applied category(ies).

(Sign & Company Seal)

Authorized signatory

**Annexure-2**

**Pre-Qualification Requirements**

S.N.	Requirement	Bidder's Response	Supporting document
1	Be a Designer / Design Consultant / OEM for complete/partial propulsion system installed in Train Sets with service speed of 160 kmph or more.		Self-certification
2	Must have executed at least ONE (01) project, supplying the complete/partial propulsion system installed in Train Sets with service speed of 160 kmph or more and the executed project must be running successfully anywhere across the world in the last FIVE (05) years from the date preceding submission of this EOI.		Copies of Purchase order & completion certificate for orders executed by bidder shall be provided.
3	Has sufficient engineering/design/manufacturing capabilities for design, development, manufacturing, testing and commissioning of proposed scope of work.		Self certification
4	Has not been blacklisted / banned business dealings by Ministry of Railways or any Government Department of India.		Declaration on company's letter head.
5	No previous contract has been terminated either in full or part due to Bidder's failure.		Declaration on company's letter head.
6	Has not suffered insolvency / bankruptcy.		Declaration, Copy of Audited Balance sheet.
7	Respondent must have positive net worth as of last three financial years.		Declaration, Copy of Audited Balance sheet.
8	a) Bidders (Category 1 of section no 3.4) who are supplying only equipment to BHEL, are required to meet Indian local content of minimum 40% for their scope		
	b) Bidders (Category 2 of section no. 3.4.) who are giving engineering package along with partial equipment supply are required to meet Indian local content as per GOI circular P-45021/2/2017-PP(BE-11) dated 16/09/2020		
9	Must submit confirmation abiding Rule 144 (xi) of GFR 2017 for Bidder's scope.		

(Sign & Company Seal)

Authorized signatory

**NOTE:**

1. Any other documents considered relevant to meet PQR and to support evaluation criteria are to be submitted.
2. Bidders with deviations to the above mentioned PQR are also encouraged to submit their proposal. However acceptance/suitability of such responses shall rest with BHEL and same decision shall be final and binding.
3. BHEL qualifies for the tender no. 08/21/0075 using its own credentials.

**Annexure-3**

**Engineering Package & Requirements of Business Association**

Sl.no.	Query description	Yes/No	Bidders Acceptance/Clarification
<b>1)</b>	<b>Traction and Auxiliary convertor:</b>		
1.1	Bidder shall agree for Technology transfer Bidder shall mention any pre requisite condition to be fulfilled by BHEL for Technology Transfer.		
1.2	All the design documents to be shared with BHEL including components and electronics cards. (Including Temperature simulations for various equipment, Harmonic estimation and control, Battery and Battery charger capacity calculations, Auxiliary Load calculation and Any other studies required by the RDSO specification). Calculations regarding performance / equipment sizing and rating requirements for Traction and Auxiliary convertor to meet RDSO specification shall be carried out by Bidder. Complete methodology and software if any used shall be shared with BHEL. All the documents will be shared with BHEL for review and submission to customer.		
1.3	Manufacturing information of converter and the electronic cards should be shared with BHEL including design data viz., drawings/ data sheets of components, testing firmware, GERBER file etc., Type test and routine test information at component level and at the equipment level to be provided.		
1.4	Complete software documentation (Application Software, Firmware and all tools) including source code for Traction and Auxiliary converters shall be provided by the bidder. Bidder to provide Traction and Auxiliary converter software required to maintain the trains by BHEL. Bidder shall provide Traction & Auxiliary Convertor software details, documents and training for tuning and controls		

	updates / changes required to maintain the trains by BHEL.		
1.5	Bidder shall provide manufacturing information of traction & auxiliary converter and its application/ testing software. Type test and routine test information at component level and at the equipment level to be provided for converter.		
1.6	Bidder shall support in manufacturing, CST, System testing, Erection/ installation, commissioning, Train level customer testing etc.		
1.7	Reliability and component obsolescence: Bidder shall provide following a) RAMS and MTBF Calculations as per specification b) Warranty obligation c) Fine tuning of the equipment to address the reliability issues d) Support for addressing component obsolescence Failure of equipment during warranty obligation shall be formulated during the detailed scope discussions. However, any warranty obligations arising out of inadequacy of design should be with the Bidder. Bidder should provide support for any fine tuning required to meet the reliability/ customer requirement		
<b>2)</b>	<b>TCMS hardware and Software:</b>		
2.1	Bidder shall agree for Technology transfer Bidder shall mention any pre requisite condition to be fulfilled by BHEL for Technology Transfer.		
2.2	Bidder shall provide all necessary details to meet customer requirement as mentioned RDSO specification related to TCMS e.g. software logic, software validation, software quality plan, safety analysis etc. mentioned in RDSO specification clause 1.7 & 4.9 .		
2.3	Design and manufacturing information of TCMS electronic cards should be shared with BHEL including design data viz., drawings/ data sheets of components, testing firmware, GERBER file etc. Type test and routine test information at component level and at the equipment level		
2.4	Complete software documentation (Application Software, Firmware and all tools) including source code for TCMS shall be provided by bidder. Bidder should provide application software (including		

	DDU), diagnostic tools, S/W information/ documentation and training for TCMS required to maintain the trains by BHEL. Bidder shall provide update and support for TCMS Hardware, software and Firmware.		
2.5	Bidder shall provide complete details to BHEL to enable to establish TCMS software simulation facility and carryout TCMS software simulation testing in Lab environment for validation.		
2.6	Bidder scope shall include integration of TCMS with other systems like traction system, brake system, door system, Passenger Information system etc as mentioned in RDSO specification.		
2.7	Bidder shall support in manufacturing, CST, System testing, Erection/ installation, commissioning, Train level customer testing etc.		
2.8	Reliability and component obsolescence: Bidder shall provide following e) RAMS and MTBF Calculations as per specification f) Warranty obligation g) Fine tuning of the equipment to address the reliability issues h) Support for addressing component obsolescence Failure of equipment during warranty obligation shall be formulated during the detailed scope discussions. However, any warranty obligations arising out of inadequacy of design should be with the Bidder. Bidder should provide support for any fine tuning required to meet the reliability/ customer requirement.		
3)	Bidder shall provide Interface related information regarding Traction motor, Traction transformer or any other equipment interfacing with Traction, Auxiliary convertor & TCMS as required.		
4)	List of details required to submit commercial offer for Traction, Auxiliary Convertor, and TCMS to be provided along with questionnaire response in advance. Supplier to consider TCMS components like VCU Controller, Ethernet switches, Gateways, Repeaters, Connectors etc. based on his Network Architecture and RDSO specification requirements.		



Annexure-4

Evaluation Criteria

1. Price bid:

Price bid will be invited only from shortlisted Bidders, meeting the pre-qualification criteria and conforming to all Railway tender technical requirements for equipment in Bidder's scope. BHEL's decision regarding shortlisting of Bidders shall be final and binding. Shortlisted bidders shall submit their price bids (Part III) within 3 working days from the date of communication from BHEL.

2. Evaluated price:

**Total cost to BHEL** for the equipment (required to meet complete ICF tender 08210075 scope of propulsion equipment) as per Cl. 3.4 of EOI shall be considered as basis of evaluation and finalization of EOI partner after applying loading factors in section 3.

For each equipment, i.e Traction Converter, Auxiliary Converter & TCMS, per set cost will be evaluated bidder wise.

**Per set cost is calculated as below:**( For evaluation purpose only)

For Traction converter: Total cost for the equipment (required to meet complete tender scope) divided by **464**, which is nos. of TCs required as per Tender.

For Auxiliary converter: Total cost for the equipment (required to meet complete tender scope) divided by **232**, which is nos. of ACs required as per Tender.

For TCMS: Total cost for the equipment (required to meet complete tender scope) divided by **58**, which is nos. of TCMS required as per Tender.

**AMC- Per rake AMC support charges for 8 years after 2 years of warranty.**

Bidder's quoted price shall Include supply of main equipment, spares, tools, service (engineering, documentation, testing, freight, installation/ commissioning, AMC support of equipment), training and other costs applicable for finalized bidder's scope as per scope matrix. The pricing indicated by bidder shall be inclusive of cost for support

for integration of Bidder's equipment with rest of equipment forming part of Train Set tender.

**As Order Splitting is applicable for Indian Railways Train sets tender 08210075 in accordance with Cl. No. 11.0 of IR tender bid document, the scope of business association with bidder shall be for the finalized order quantity on BHEL by Indian Railways.**

**3. Final selection of partner(s):**

Bidders shall be ranked based on evaluated price as indicated in Cl. 2 of Annexure – 5. Bidders shall be ranked from Lowest (L1) to Highest (H1). The bidder ranked L1 will be selected for pre-bid tie up, for the agreed scope of partnership.

Loading criteria Table-A

<b>BIDDER'S QUOTED SCOPE</b>	<b>Loading factor on quoted price for non-inclusion of complete scope</b>	<b>Remarks</b>
Equipment supply of Traction Converter (TC), Auxiliary Converter (AC) with battery charger and TCMS for sets ordered on BHEL by I.R. along with software.	5.0%	Evaluated price: Includes supply (main equipment +spares), service (engineering, documentation, testing, freight, installation/ commissioning, AMC of equipment), training and other costs for finalized bidder's scope as per scope matrix quoted by Bidder.
Engineering package along with partial equipment supply of Traction Converter (TC), Auxiliary Converter (AC) with battery charger and TCMS (Bidder may propose supply of prototype & critical components)	NIL	Loading factor will be applied on the per set derived cost for bidder's scope.

Loading criteria (Related to consortium bidding with BHEL)

- For bidders accepting consortium bidding along with BHEL to participate in the tender, **no loading will be applied.**
- For bidders not accepting consortium bidding along with BHEL to participate in the tender, loading will be applied @ 2% on the per set cost for bidder's scope equipment.

Loading criteria (Related to payment terms)

- For bidders accepting BHEL's proposed payment terms, no loading will be applied.

- b) For bidders taking deviation on BHEL's proposed payment terms, loading will be applied, which will be intimated before price bid opening.

**Annexure-5**

**Commercial Terms**

Sl. No	Commercial Term	BHEL's Condition	Response
1	Delivery Period	As per Clause 1/ Annexure 5	
2	Delivery Terms (in case of Bidder's supply)	(Door Delivery to BHEL/Ex-Works)	
3	Transit Insurance (in case of Bidder's supply)	In case of DDL, Bidder's scope.	
4	Bid security Bond ( <b>To be submitted by the successful bidders only</b> )	1% of the bid value	
5	Performance (Warranty) Bank Guarantee ( <b>To be submitted by the successful bidders only</b> )	10% of the bid value	
6	Warranty	As per Clause 6/ Annexure 5	
7	Payment Terms	As per Clause 7/ Annexure 5	
8	Price Variation Clause	As per Clause 8/ Annexure 5	
9	Inspection	By BHEL/RDSO/RITES/ICF/MCF /RCF as applicable.	
10	Validity of the offer	180 Calendar days from the date of opening of PQR.	
11	Liquidated Damages for failure in warranty:	As per Clause 11	

12	Liquidated Damages for delay in delivery:	As per Clause 12	
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### 1. DELIVERY PERIOD:

The schedule with selected EOI partner shall be finalized so as to meet Indian Railways schedule indicated below. Any change in delivery schedule as instructed by Indian railways shall be mutually complied.

Time is the essence of the Contract. The delivery schedule expressed as months stipulates hereafter a delivery date which is the date of delivery at ICF premises for 58 rakes of “16” cars:

SN	ACTIVITY	TIME FOR ACTIVITIES	CUMULATIVE TIME
1	Date of signing of contract or 30 days from date of notification of award whichever is earlier	<b>D</b>	<b>D</b>
2	Submission of OGA (Overall General Arrangement) drawings and schematics by the firm to ICF/RDSO		
	<b>(i) No change in design</b>	<b>1</b>	<b>D+1</b>
	<b>(ii) New design</b>	<b>4</b>	<b>D+4</b>
3	Approval of OGA drawings by ICF		
	<b>(i) No change in design</b>	<b>1</b>	<b>D+2</b>
	<b>(ii) New design</b>	<b>2</b>	<b>D+6</b>
4	Submission of schematics, design documents of propulsion equipment by the firm to RDSO/ICF		
	<b>(i) No change in design</b>	<b>1</b>	<b>D+3</b>
	<b>(ii) New design</b>	<b>2</b>	<b>D+8</b>
5	Approval of schematics, design documents of propulsion equipment by RDSO/ICF		
	<b>(i) No change in design</b>	<b>1</b>	<b>D+4</b>
	<b>(ii) New design</b>	<b>4</b>	<b>D+12</b>
6	Witnessing of Type tests of propulsion equipment( <b>applicable for new design only</b> )	<b>4</b>	<b>D+16</b>
7	Approval of Type tests of propulsion equipment ( <b>applicable for new design only</b> )	<b>1</b>	<b>D+17</b>
8	Witnessing of Routine tests by RDSO/ICF/RITES		
	<b>(i) No change in design</b>	<b>2</b>	<b>D+6</b>

	<b>(ii) New design</b>	<b>5</b>	<b>D+22</b>
9	Approval of Routine tests by RDSO/ICF/RITES		
	<b>(i) No change in design</b>	<b>1</b>	<b>D+7</b>
	<b>(ii) New design</b>	<b>1</b>	<b>D+23</b>
10	(i) supply of propulsion equipment in case of <b>no change in design</b>	<b>1</b>	<b>D+8</b>
	(ii) supply of propulsion equipment for prototype rakes in case of <b>new design</b>	<b>1</b>	<b>D+24</b>
11	Installation and commissioning of prototype rakes at ICF in case of <b>new design</b>	<b>3</b>	<b>D+27</b>
12	Static/dynamic trials and Oscillation trials in the user Railway- witness by RDSO/ICF in case of <b>new design</b> .	<b>3</b>	<b>D +30</b>
13	Introduction of prototype rakes into commercial service in case of <b>new design</b> .	<b>2</b>	<b>D+32</b>

**Note:**

- This item is procured for the prestigious Vande Bharat train sets of Indian Railways. Therefore, meeting the delivery schedule is of utmost importance.
- In case of failure to meet the delivery schedule, Purchaser reserves the right to levy damages on actuals/ Liquidated damages as the case may be. In case of new design, commencement of series production as per clause 1.8.12 of the specification (six months or one Lakh KMs whichever is earlier)
- Number of prototype rakes shall be two with new design. Both the prototype rakes shall be manufactured at ICF.
- Instrumentation required for commissioning and field-testing of the equipments, Special tools and essential spares are to be supplied to the ICF/MCF/RCF as per the contract in three installments. (Special Instruments as applicable to be provided by bidder on as required basis).
- In case of new design, supply of series equipment shall be required @ 5 rakes per month (IR monthly requirements) after series supply clearance which shall be provided by Railways subsequent to service trials of prototype rakes for a period of 6 months or one lakh Kilometre running of the prototype rake. However, Railway reserves the right to prepone the delivery period for series supplies based on production requirement.

**2. DELIVERY TERMS (In case of Bidder's supply):** Door Delivery to BHEL Electronics Division/Ex-Works for all applicable equipment including prototype.

**3. TRANSIT INSURANCE (In case of Bidder's supply):** Transit insurance shall be within the scope of vendor

**4. Bid security Bond (To be submitted by the successful bidders only):** 1% of the value of MOU shall be provided by contractor to BHEL as bid bond in the form of bank guarantee /security deposit etc. in order to ensure the supplier's continued commitment during the validity period of the MOU.

**5. Performance (Warranty) Bank Guarantee (To be submitted by the successful bidders only):**

Warranty Bank Guarantee equivalent to 10% value shall be provided on successful commissioning. The Warranty bank guarantee (B.G) will be released after satisfactory acceptance of all the equipment after expiry of warranty period. The bank guarantee can also be released on pro rata basis provided fresh bank guarantee is submitted by the firm for the balance equipment, to be supplied.

**6. Warranty:**

*The below warranty terms are applicable for Indian Railways Tender No. 08210075. The same shall also be applicable for selected EOI partner limited to scope as per Cl. 3.4 and 4.0 of EOI.*

**General:** The bidder shall warrant that every equipment supplied is free from defects and faults in design, material, workmanship and manufacture and shall be of highest grade and consistent with the established and generally accepted standards for goods of the type ordered. The bidder shall provide Comprehensive warranty of 36 months from the date of delivery or 24 months from the date of commissioning of the Train sets whichever is earlier. To this effect, the warranty Bank Guarantee as mentioned elsewhere in the specification will be taken as security.

**Service Engineering:** The Contractor shall provide service engineering in EMU/MEMU car sheds, India or wherever the Train sets shall be maintained, with round the clock availability of qualified engineers at the nominated EMU/MEMU car shed for first 2 (two) years from the date of commissioning of Train-set and with all the spares, tools and instruments necessary to attend any defects.

**Notice of defects:** If any defect appears or damage occurs, the Purchaser or his authorized representative shall immediately notify the Contractor and shall confirm such notification of defects in writing.

**Action:** The Contractor shall immediately on receipt of the above referred notice depute his Engineer to start action for rectification of defects under warranty.

**Repair/replacement:** The contractor's liability in respect of any complaints, defects and/or claims shall be limited to the replacement/repair of defective part only to the extent that such replacement or repairs are attributable from faulty workmanship or material or design in the manufacture of the stores, provided that defects are brought to the notice of the contractor according to clause 16.1 above during the warranty period. The Contractor shall be responsible for all defects except those arising out of faulty operation or maintenance or normal wear and

tear.

The contractor shall, if required, replace or repair the stores or such portion thereof as rejected by the purchaser free of charge at the ultimate destination. The custom duties and clearance charges will be to the Contractor's account. If re-export is required it will be done by the Contractor at his cost.

In order to avoid the Motor/Driving car being out of operation for unduly long periods, the Purchaser may allow the Contractor to use the spare parts available with the consignee. The Contractor commits himself to replace these borrowed parts within a reasonable time period not exceeding 60 days.

If the contractor so desires, the replaced parts can be taken over by him or his representative in India or disposed as he deems fit at the time of replacement of stores/parts. No claim whatsoever shall lie on the purchaser for the replaced parts thereafter. The purchaser shall extend all necessary and timely assistance by way of issue of any certificate or documents required to re-export the replaced parts if so desired by the contractor.

The warranty herein contained shall not apply to any material which shall have been repaired or altered by the purchaser or on his behalf in any way without the consent of the Contractor, so as to affect the strength, performance or reliability or defects caused to any part due to misuse, negligence or Accident.

All replacement and repairs that the purchaser shall call upon the Contractor to deliver or perform under this warranty shall be delivered and performed by the Contractor within 3 months promptly and satisfactorily, by borrowing, if necessary, the components from the Consignee. The Contractor shall replace the borrowed components free of charge within a reasonable period of time not exceeding 60 days.

Prompt clearance of the warranty replacement on arrival at Port/Airport shall be the responsibility of the contractor or his representatives after payment of Customs and other duties as applicable".

The decision of the Purchaser in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.

## **7. PAYMENT TERMS:**

**7.1 Following are extracted from the Railways tender document. In the event of consortium bidding, bidder shall abide by the payment terms in toto for bidder's quoted scope. If pre-bid**



tie up does not involve consortium bidding, bidder's payment against the scope will be released within 15 days of BHEL receiving the payment from Railways after completing the applicable milestone event/s. Bidder to indicate acceptance of the payment terms indicated below for his applicable scope. In the event of any deviation, loading factor will be applied on the bidder's quoted price.

**FOR EQUIPMENTS:**

***For no change in design (Balance Rakes):***

***(a) 80% of the total value of the equipment shall be released against proof of inspection and receipt of material against following documents:-***

- 1. Proof of receipt at ICF/MCF/RCF i.e. Receipted Challan duly signed by a nominated Gazetted Officer.***
- 2. Inspection Certificate (in Original) issued by Inspecting Officer.***
- 3. Contractor's certificate that the amounts claimed in the invoice are correct in terms of the contract.***
- 4. One (1) original & three (3) copies of Contractor's invoice.***
- 5. Contractor's certificate that the materials in the invoice are for full rake set.***

***(b) Balance 20% of the total value of equipment shall be released after successful commissioning along with 100% value of supervision of installation and commissioning charges. Commissioning Certificate shall be issued by the Principal Chief Electrical Engineer (PCEE) / Integral Coach Factory, Chennai/ Modern Coach Factory, Rae Bareli/ Rail Coach Factory, Kapurthala or their authorized representative against submission of following documents:-***

- 1. One (1) original & three (3) copies of Contractor's invoice.***
- 2. Warranty Bank Guarantee as per Annexure-4 for 10% value of the equipments.***
- 3. Contractor's certificate that the amounts claimed in the invoice are correct in terms of the contract***
- 4. Certificate regarding receipt of equipment by ICF/MCF/RCF (Acceptance note/Receipt note issued by the consignee)***
- 5. Commissioning Certificate issued by Principal Chief Electrical Engineer (PCEE) / ICF/MCF/RCF or their authorized representative as above.***

***For new design (Prototype):***

***10% payment of the value of the equipment after approval of the design/drawing against Bank guarantee, 50% of the total value of equipment after delivery of the material for full rake set, 20% of the value of the equipment after rolling out of prototype rake for trial run from ICF, Balance 20% after successful commissioning and trial run along with 100% value of the supervision of the installation and commissioning charges.***

***Detailed Payment terms as indicated below:***

***(a) 10% of the total value of the equipment (Prototype) shall be paid against submission of the following documents:***

- 1. A copy of the letter containing approval of the design/drawing from RDSO/ICF.***
- 2. One original and 3 copies of contractor's invoice.***



3. **Bank Guarantee equivalent to 10% of the value of the equipment (prototype).**
- (b) **50% of the total value of the equipment (prototype) shall be paid against submission of the following documents. The payment is to be released for complete rake set and not for part supplies. The documents required for claiming 50% payment are as under:-**
1. **Proof of receipt of material at ICF i.e., Receipted Challan duly signed by a nominated Gazetted Officer.**
  2. **Inspection Certificate (in Original) issued by the Inspecting Officer.**
  3. **One (1) original & three (3) copies of Contractor's invoice.**
  4. **Contractor's certificate that the materials in the invoice are for full rake set &**
  5. **Contractor's certificate that the amounts claimed in the invoice are correct in terms of the contract.**
- (c) **20% of the total value of the equipment (Prototype) shall be paid against submission of the following documents:**
1. **Certificate issued by the Principal Chief Electrical Engineer/ICF or his authorized representative after successful rolling out of prototype rake from ICF for trial run.**
  2. **One original and 3 copies of contractor's invoice.**
- (d) **Balance 20% of the total value of the equipment shall be paid after successful commissioning along with 100% value of supervision of installation and commissioning charges. The commissioning Certificate shall be issued by Principal Chief Electrical Engineer/Integral Coach Factory, Chennai or his authorized representative. The payment shall be subject to submission of the following documents:-**
1. **One (1) original & three (3) copies of Contractor's invoice for balance 20%.**
  2. **Commissioning Certificate issued after successful commissioning. Commissioning Certificate shall be issued by the Principal Chief Electrical Engineer/ICF or his authorized representative.**
  3. **Warranty Bank Guarantee equivalent to 10% value of the equipment (Annexure-4)**
  4. **Contractor's certificate that the amounts claimed in the invoice are correct in terms of the contract.**
  5. **Acceptance note/Receipt note issued by the consignee.**
  6. **RDSO certificate for successful trial run**

**NOTE: All payments are to be released for complete rakes and not for part supplies.**

**For items of Spares & Tools and Special Tools & Instruments and other items not forming part of Rake Set:**

- (i) **90% Payment for items of Spares & Tools shall be made against following documents:**
- a. **Delivery Challan duly signed by a nominated Gazetted Railway officer.**
  - b. **Inspection Certificate (in Original) issued by Inspecting Officer.**

- c. One (1) original & three (3) copies of Contractor's invoice.
  - d. Contractor's Certificate that the amount claimed in the invoice are correct in terms of the contract.
- (ii) Balance 10% payment shall be made on receipt and acceptance of the items and on submission of Warranty Bank Guarantee for 10% value of the spares and tools and special tools and instruments.

## **7.2 Additional payment terms**

In case of the supplier sharing design information as engineering package, the cost for equipment (if supplied) and engineering package shall be quoted separately. The payment terms for such suppliers shall be as below.

For equipment supply - Within 15 days of receiving payment from Indian Railways.

For engineering package

- a) On technical clearance of Prototype by RDSO (Refer 7.1 (a) - 80%
- c) On certificate of successful trial runs by RDSO (Refer 7.1 (b) - 20%

## **8. PRICE VARIATION CLAUSE:**

**Following PVC clause as Indian Railways tender document shall be applicable. The same shall be applicable for bidder's quoted scope for supply portion.**

The base date for calculation purpose shall be considered as two months prior to date of ICF tender (08210075) opening. The indices used will be as per IEEMA wherever applicable. In case of split ordering, the variation due to PVC shall be restricted to the minimum value of the rates offered by the firms considered for ordering i.e. in case of positive variation, the variation in price on account of price variation clause will be restricted to the lowest of maximum variation of the rates of the firms considered for ordering while it will be the highest of the maximum variation of the rates of the firms considered for ordering in case of negative variation. The formula and indices as applicable on base date are given

Power electronics (Traction Inverters and Converters)

$$P = Po/100 (16+26(C/Co)+13(Al/Alo)+9(IM/IMo)+18(FE/FEo)+ 18 (W/Wo))$$

**Wherein**

**P - Price Payable as adjusted in accordance with the variation clause**

**Po - Price quoted / confirmed.**

**C – Average LME settlement price of copper wire bars**

**Al – EC grade Aluminium rods (properzi rods) confirming to specification IS-5484-1978**

**IM –Epoxy resin: Grade CT-5900**

**FE – Wholesale price index number for 'Manufacture of Basic Metals' (Base: 2011-12=100)**

**W-All India average consumer price index number for industrial workers (Base: 2016=100)**

Note:

**1.0 Rates published by IEEMA as prevailing on the first working day by the calendar month covering the date, 3 months prior to the date of delivery shall be applicable.**

**2.0 If rates of two consecutive months appear in indices of the calendar month, the latest shall be considered.**

**3.0 As and when IEEMA updates formula the same will be applicable during the currency of the contract.**

**4.0 PVC will be applicable only for indigenous content.**

**9. INSPECTION: By BHEL/RDSO/RITES/ICF/MCF/RCF as applicable.**

**10. VALIDITY OF THE OFFER:**

180 Calendar days from the date of opening of Indian Railways Tender. The same shall be extended as per the bid validity requirement of Indian Railways

**11. LIQUIDATED DAMAGES (LD) FOR FAILURE IN WARRANTY:**

*The below LD for failure in warranty are applicable for Indian Railways Tender No. 08210075. The same shall also be applicable for selected pre bid partner limited to scope as per Cl. 3.4 and 4.0 of EOI.*

**Equipment:**

Supplier shall be liable to pay the Liquidated Damages as per the conditions laid in this clause and sub-clauses. The Liquidated Damage, under this clause, shall be applicable not only during warranty period but also during the service period of 6 months from date of completion of field/service trials of one (16 car) prototype Train set as stipulated or from the date of commencement of supply of series supply of rakes. The provisions of Clause 11.1 shall cease to be effective once the failure of equipment is categorized as epidemic defect in accordance with the 11.2.

**11.1. Liquidated Damages against Down Time for supplied Equipment: -**

(i) All replacement and repairs that the purchaser shall call upon the supplier to deliver or perform under this warranty shall be delivered and performed by the supplier within 30 days promptly and satisfactorily, by borrowing, if necessary, the components from the spares as may be available with the purchaser.

(ii) However, the supplier shall also maintain their own bank of spares at the places, to be decided mutually with the purchaser, to ensure timely replacement/repairs of defective equipment under warranty obligations.

(iii) In case, any coach is rendered unserviceable due to failure of supplied equipment under warranty for more than 15 days due to non-availability of replacement/warranty spares or any other reason covered under warranty obligations, the supplier shall be liable to pay a Liquidated Damages of 0.015% of the contract value per two weeks equivalent to contract value of equipment applied to each basic unit for the entire down time period from Day one. The Liquidated Damages shall be levied for every 1 week or part thereof beyond 15 days subject to the maximum of 2% of total contract value of equipment applied to each basic unit during the warranty period. The Trainset coach shall be considered “unserviceable” from the time it is declared unfit for normal service till it is certified fit for traffic use.

(iv) Any spare part borrowed from the Purchase shall be replace within 2 months failing which a Liquidated Damage as would have been applicable for the down time of a basic unit shall be applicable.

#### **11.2 Epidemic Defect Warranty:**

- 1) The Supplier agrees that if any identical defect or deficiency occurs on more than 20% (twenty per cent) of each equipment in any rolling period of 36 (thirty-six) months commencing from the Second Year of Supply, such defect or deficiency shall be deemed to be an epidemic defect (the “Epidemic Defect”) and the Supplier shall cover such Epidemic Defect under an epidemic defect warranty to be maintained by the Supplier for the Maintenance Period (the “Epidemic Defect Warranty”).
- 2) If during the Agreement Period, the Purchaser/IR notifies the Supplier than an Epidemic Defect has occurred, the Supplier shall remedy such Epidemic Defect on all such equipment, and shall undertake such other work and measures as may be necessary for enabling the train sets to continue in operation in conformity with the Maintenance Obligations until such defects are rectified. Within 30(thirty) days of having been notified of such Epidemic Defect by the Purchaser/IR, the Supplier shall submit to the Purchaser/IR a programme for rectification of the Epidemic Defect as soon as practicable and the Supplier and the purchaser/IR shall negotiate and agree to such programme in good faith, within a period of 30 (thirty) days after receipt of such programme.
- 3) If the Supplier and the purchaser/IR are unable to agree to a programme within 30 (thirty) days of its receipt, the purchaser/IR may rectify the defect, or cause rectification of the defect, at the Supplier’s cost and expense, and recover the same from the Supplier, along with the Damages specified.

#### **11.3 PURCHASER/IR’S RIGHT TO TAKE REMEDIAL MEASURES:**

In the event the Supplier does not maintain and/or repair such equipment in conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in this regard from the purchaser/IR, the purchaser/IR shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Supplier, and to recover its cost from the Supplier. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty percent) of such cost shall be paid by the Supplier to the Purchaser/IR as Damages.

**12. LIQUIDATED DAMAGES (LD) FOR DELAY IN DELIVERY:**

*The below LD for delay in delivery is applicable for Indian Railways Tender No. 08210075. The same shall also be applicable for selected pre bid partner limited to respective scope as per Cl. 3.4 and 4.0 of EOI. No deviation in this regard is acceptable.*

For delay in delivery, Liquidated Damages (and not by way of penalty), a sum equivalent to 1/2% (half percent) 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 week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to a maximum of 10% (ten percent) of the value of the delayed supplies shall be applicable.