



## सवारी डिब्बा कारखाना / INTEGRAL COACH FACTORY

चेन्नै / CHENNAI - 600 038.

Telefax: 044-26261872 / Railway : 46802

Email: dycdeicf@gmail.com

महा प्र./यां.(अभिकल्प) का कार्यालय

O/o. General Manager/Mech. Design

दिनांक / Date: 16.12.2016.

सं/No. MD/D/BGS/DL/4A

### **Chief Mechanical Engineer / Chief Rolling Stock Engineers (Coaching)** **All Zonal Railways.**

विषय/Sub: UF water purifier for Deen Dayalu and Antyodaya coaches.

सन्दर्भ/Ref: This office letter of even no. dt. 21.09.2016.

In continuation to the above referred letter, following may be noted for further action by the User Railways:

#### **AMC for Water Filter:**

The above coaches are provided with UF (Ultra Filtration) water purifier of M/s. Eureka Forbes. This water purifier is warranted for 12 months by the manufacturer. The warranty does not cover consumable parts such as filters and membranes. As such, Annual Maintenance Contract for trouble free performance of water filter is necessary. Railways have to enter into AMC with the manufacturer. Budgetary quotation from M/s. Eureka Forbes is enclosed (Ref. EFL/010/01 dt. 15.12.2016). The address, contact details of the firm are given below:

M/s. Eureka Forbes,  
No. 42 P-3/C, Muneshwara Layout,  
Haralukunte, Kudlu, Bangalore – 560 068.

**TOLL FREE No.: 1860 210 3333**

Tel: +91 80 3025 1500, Direct: +91 80 3025 1559

Fax: +91 80 3025 1550

Contact Person: Shri. K. V. Bhaskar – 94480 74832

Email: [bhaskar@eurekaforbes.co.in](mailto:bhaskar@eurekaforbes.co.in)

The above may be given wide publicity among Carriage Workshops and Coaching Depots. This letter is uploaded in the ICF website [www.icf.indianrailways.gov.in](http://www.icf.indianrailways.gov.in) and <http://10.53.20.11/> under "Mechanical".

(डी.नीलकण्ठ/ D. NEELAKANDAN)

उप. मु.यां.इं./अभिकल्प-I / Dy. CME/Design-I

कृते महा प्र./यां.(अभिकल्प)/for GM/Mech.Design

प्रतिलिपि /Copy to: EDME (Coaching), Railway Board, New Delhi - 110 001.

Director/Carriage, RDSO, Manak Nagar, Lucknow 226 011.

M/s. Eureka Forbes Limited, No. 42 P-3/C, Muneshwara Layout, Haralukunte, Kudlu, Bangalore.

Chief Mechanical Engineer / Chief Rolling Stock Engineer (Coaching)

1. Central Railway, Mumbai CST-400 001
2. Eastern Railway, Fairlie Place, Kolkata-700 001
3. Northern Railway, Baroda House, New Delhi-110 001
4. North Eastern Railway, HQ office, Gorakhpur-273 001
5. Northeast Frontier Railway, Maligaon, Guwahati-781 011.
6. Southern Railway, NGO Annexe, Park Town, Chennai-600 003.
7. South Central Railway, Rail Nilayam, Secunderabad-500 371.
8. South Eastern Railway, Garden Reach, Kolkata-700 043.
9. Western Railway, Churchgate, Mumbai-400 020.
10. West Central Railway, HQ office, Jabalpur (MP)-462 001.
11. East Central Railway, HQ office, Hajipur-844 101.
12. East Coast Railway, HQ Office, Rail Vihar, B-2, Chandrasekharpur, Bhubaneswar-751 001.
13. South Western Railway, New Zonal Headquarters Office, Gadag Road, Hubli-580 023.
14. North Western Railway, HQ office, Jaipur-302 006.
15. North Central Railway, HQ office, Allahabad-211 001.
16. South East Central Railway, Bilaspur (Chhattisgarh)-495 004.

To,

**Indian Railways,**

**ICF, Chennai**

**Sub: One Year Annual maintenance Contract for water purifier**

Dear Sir,

We thank you very much for the patronage and confidence you have shown in us and in our Water purifier range of product. It is our constant endeavor to satisfy our customers with quality product and prompt service.

In continuation to the same we request you to have ONE YEAR ANNUAL MAINTENANCE CONTRACT for the existing water purifiers machines, Please find the offers enclosed for you kind perusal.

Model / Type	Proposed AMC Rate /unit
<b>UF PURIFIER with 25 LTR STORAGE (RLY)</b>	8250.00

\*Taxes are inclusive

**Salient features of the AMC**

1. Unlimited break down calls will be attended to during the AMC period.
2. All spares & consumables will be replaced on FOC during the period.
3. Any additional visit during AMC period as and when required, in the event of breakdown/malfunctioning of unit, at mother depot.
4. Free of cost replacement of Circuits / switches / power cord with new or rectified parts

**PAYMENT TERMS: Yearly Advance**

**TERMS AND CONDITIONS OF THE CONTRACT**

1. Maintenance will be carried out at the Customer's premises for which
  - a) The customer will lay off the product for at least two days.
  - b) The customer will extend all assistance to EFL service person / authorized representative such as boarding and lodging on payment of nominal charges crane manpower water electricity etc: ensure availability of product for maintenance.
  - c) The customer will make available necessary fuel electricity connections water, batteries, battery charging facility brushes etc. for checking performance of the product, free of cost.
  - d) The contract shall not cover free visits / replacement of parts under the following circumstances.
    1. Damage done to the product due to floods, fire accident, riot, breakage / pest, misuse, tempering, incorrect operation etc.
    2. Failure to observe the operating and precautions as in User's Manual and adherence to Planned Preventive Maintenance Instructions.
    3. Defects due to usage of non-recommended spares and accessories.
    4. Visits for customers are retraining.

5. Defects / failures resulting / repairs done by a person other than the authorized representative of EFL. In any such event EFL will submit a prior estimate for approval or bill for the to be carried out prevailing rates.
2. Since under the terms of this contract, the company is liable to supply you free replacement of spare parts in certain circumstances, sales tax wherever liable will be borne by EFL>
3. Services under this contract exclude the following:
  - a) Painting of the body and replacing discolored polymer parts.
  - b) Chrome plating of the nuts and other styling / decorative materials.
  - c) Body parts & Taps.
4. No discount is admissible for renewal of AMC for bulk / large number of products if held by the customer or prorated charges for any reason whatsoever.
5. With regard to repairing worn out / defective part(s) or replacing the same, the decision of EFL shall be final.
6. The product if in the opinion of EFL is required to the Service Center of EFL or their authorized service centers or to the factory the same shall be agreeable to the customer.
7. For repairs necessitating the removal of the product or any parts thereof to service center of EFL or their authorized service center or to the factory there shall be no charge for the spare parts replaced or labour. However in such cases incidental expenses incurred like freight, packing, insurance, octroi etc., will have to be borne by the customer.
8. EFL shall however not be responsible for any loss or damage actual or consequential which the customer may claim to have suffered on account of the product being under repair or on account of any delay thereof.
9. The product must be in good working condition. The same to be certified by authorized representative of EFL before this contract becomes effective. The customer shall pay the necessary charges in the first instance for rendering the product so workable. For which EFL will submit an estimate for approval. This clause does not apply if a contract is renewed from the next date of termination of the warranty period or previous contract period.
10. The product should be made available for servicing as and when EFL Service Technician / Authorized representative calls on his periodical servicing visit failure to do so will be treated as a service rendered and no refund shall accrue on this account.
11. Every visit by EFL Service Technician / authorized representative will be made within reasonable time from receipt of a complaint for breakdown / of the product and will be made only during working hours of EFL Service Department and no visit will be on Sunday / holidays.
12. EFL shall not be liable for death / injury consequential damage to any person or loss / damage to any property caused as a result of product failure breakdown or accident or fire or any other circumstances beyond the control of EFL.
13. In order to enable EFL to discharge its obligation under this contract the customer shall notify in writing any change in his address within 10 days of such change. In default whereof EFL shall not be obliged to perform its obligations under this contract till it receives such intimation from the customer.
14. Customer shall not reinstall the product as this agreement is only in the present site of the product unless otherwise mutually agreed in writing prior to reinstallation. This agreement does not cover charges for reinstallation charges will be charged extra at the prevailing rates.
15. Customer shall appoint and maintain two Product-In- Charges who shall be instructed by EFL free of charge in the use of and routine care of the Product. The customer shall ensure that the product -in- Charges properly carry out their duties and operate the product in accordance with product manual. EFL reserves the right to charge additionally for service by reason of the Customer's failure to comply with his obligation under this paragraph. All compensation payable to the product -in Charge or any person employed by the customer for upkeep and maintenance of the product shall be the sole responsibility of the customer.
16. This contract is not terminable before the expiry period and is not transferable in the event of resale / gift to any other person.

17. **Contract charges are payable by cheque / DD drawn in favor of EFL in advance and payment shall accompany the signed copy of the contract and such payment shall be realized before the commencement of the contract period.**
18. Renewal of the service contract after its expiry will be at the sole discretion of EFL.
19. IT shall not be the responsibility of EFL to send any reminder or any such communication to the customer either in nature of intimating the expiry of the contract or in the nature of renewal notice of the contract the onus of renewing the contract rests with the customer.
20. In the event of any complaint, please quote your name address and the contract number.
21. This contract sets out all the terms and condition on which EFL undertakes to service the product and cancels and supersedes all prior agreements Undertakings or arrangements oral or written between the parties on subject matter.
22. In-case any dispute arises at any time between the parties here to as to the construction meaning or effect of this Agreement or any clause or provision contained herein or the respective right duties or liabilities of either party hereunder the same shall be adjudicated by a competent Court in Mumbai only.
23. Modification and variation: No modification or variation of this Contract shall be binding unless it is made in writing and signed by the Contracting Parties.
24. Force Majeure; Neither Party shall be liable for the non-performance of its obligation under this Agreement where such failure is due to force majeure I.e due or attributable to any act of God Orders restrictions or regulations of Government of India Central or State, war, working conditions, hostilities, riots, civil commotion strike, lockout, labor trouble explosion, or any other cause or circumstances of whatsoever nature beyond control.
25. Any date or period of time mentioned in this Contract should unless contended of mutual written consent be of the essence.

**Validity-This offer is valid up to 31 December 2016.**

Note: 1. In case of service dissatisfaction, you may write to the Service Manager at EFL Head office .2.EFL E.S.I.C Code No, 41-1300365 for Eureka Forbes Limited.

Thanking you and assuring you of our best services at all times.

Looking forward for your favorable reply,

**For EUREKA FORBES LIMITED,**



**K V Bhaskar**  
**(Authorized Signatory)**