



**SOUTHERN RAILWAY**

**MECHANICAL BRANCH  
MADURAI DIVISION**

**E-Tender Notice No. Mechl-MDU-AMC-POWER-PACK-**

# **Tender Document**

**For**

**ANNUAL MAINTENANCE CONTRACT ALONG WITH MUST CHANGE SPARES &  
CONDITIONAL SPARES FOR POWER PACK SYSTEM (TRANSMISSION SYSTEM) OF  
HS-SPART AVAILABLE AT MADURAI FOR A PERIOD OF 3 YEARS WITH OEM**

- |                                      |   |
|--------------------------------------|---|
| 1. Approximate cost of the work      | : Rs. 1,52,63,111.20/- (including GST @18%) |
| 2. Earnest Money to be deposited     | : Rs. 2,26,400/-                            |
| 3. Period of contract                | : Three years                               |
| 4. Tender Document Cost              | : Rs. 5900/- (including GST @ 18%)          |
| 5. Date & Time for closing of tender | : 02-07-2026 at 15.00 Hrs                   |

**E-Tender Notice No. Mechl-MDU-AMC-POWER-PACK-**

**SPECIAL ATTENTION TO TENDERERS**

1. The offer of the tenderer shall be valid for a period of 45 days from the date of opening of the tender.
2. The tenderer shall carefully study conditions / special conditions of contract and shall submit relevant valid documents along with their tender/offer.
3. Until a formal agreement is prepared and executed, acceptance of these tender conditions shall constitute a binding contract between Railways and the successful tenderer subject to any specific modification as may be mutually agreed to and indicated in the Letter of Acceptance (LOA) issued.
4. The Tenderers should enclose copies of the details of GST Registration.

*Tender Document Mechl-MDU-AMC-POWER-PACK-*

**"START OF TENDER DOCUMENT"**

**NOTICE INVITING TENDER**

**SOUTHERN RAILWAY**

**MECHANICAL BRANCH – MADURAI DIVISION**

**E-Tender Notice No. Mechl-MDU-AMC-POWER-PACK-**

E-Tenders are invited by the Senior Divisional Mechanical Engineer, Southern Railway, MADURAI-625016 for the following work:

1	Name of work with its location and completion period:	
	ANNUAL MAINTENANCE CONTRACT ALONG WITH MUST CHANGE SPARES & CONDITIONAL SPARES FOR POWER PACK SYSTEM (TRANSMISSION SYSTEM) OF HS-SPART AVAILABLE AT MADURAI FOR A PERIOD OF 3 YEARS WITH OEM	
2	Approximate cost of the work	Rs. 1,52,63,111.20/- (including GST )
3	Earnest Money to be deposited	Rs. 2,26,400/-
4	Tender Document Cost	Rs. 5900/- (including GST @ 18%)
5	System of Tendering	Single tender
6	Date & Time for closing of tender	<b>02-07-2026 at 15.00 Hrs</b>
7	Website particulars, where complete details of tender can be seen and address of the office inviting tender.	<a href="http://www.ireps.gov.in">http://www.ireps.gov.in</a>  Office of the Senior Divisional Mechanical Engineer, Divisional Office, Mechanical Branch, Southern Railway, MADURAI-625016.

Senior Divisional Mechanical Engineer, Southern Railway, MADURAI  
For and on behalf of President of India.

NOTE: The Tenderer(s) intending to apply for e-tender for Mechanical Branch in MADURAI Division, need to get enrolled in the e-tender portal [www.ireps.gov.in](http://www.ireps.gov.in) and only online tender will be accepted. The cost of tender form and EMD need to be done through online payment only. Tenders received without valid EMD shall be rejected. Any other mode of submission of cost of tender form and EMD will not be accepted. All documents to be submitted should be scanned and uploaded along with the tender. It is the responsibility of Tenderer(s) to obtain Digital Signature certificates for participating e-tendering.

For service contracts, MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognized by Department of Industrial Policy and promotion shall be supplied such tender document free of cost on confirmation (Xerox copy) of their evidence to this effect.

**REGULATION FOR TENDERS AND CONTRACTS AND INSTRUCTION TO TENDERERS  
AND CONDITIONS OF TENDER**

**(FOR THE GUIDENCE OF ENGINEERS AND CONTRACTORS FOR SERVICE  
CONTRACTS)**

**1. MEANING OF TERMS:-**

**1.1. Interpretation:** These shall be subject to modification additions or suppression by special conditions of contract and /or special specifications, if any, annexed to the Tender Forms.

**1.2. Definition:** In these General Conditions of Contract, the following terms shall have the meanings assigned hereunder except where the context otherwise requires.

Examples of earning contracts are running (operating) 4-wheeler / 2-wheeler stands; publicity on platforms /trains etc.; running (operating) various type of stalls on platforms including reservation centers, book-stalls, restaurants, fast-food stalls, tea-stalls etc.

**1.2.1. Railway** shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matters, which these presents are concerned on her behalf.

**1.2.2. General Manager (GM)** shall mean the Officer-in-charge of the general superintendence and control of the zonal Railway/Production Units and shall also include the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.

**1.2.3. Chief Manager** shall mean the Officer in charge of the user department i.e. Mechanical/Commercial/Operations/Safety/Finance/Health/Engineering including S & T and Electrical of both Open line and Construction department including production units etc.(for e.g. COM, CCM, CE, CMD etc.) and shall mean and include their successors of the Successor Railway.

**1.2.4. Divisional Railway Manager (DRM)** shall mean the Officer in charge of a Division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.

**1.2.5. Manager** shall mean the Divisional officers or equivalent officers of the user department i.e. Commercial/Operations/Safety/Finance/Health/Engineering including S & T and Electrical of both Open line and Construction department including production units etc. in executive charge of the works (e.g. Sr.DOM, Sr.DCM, Sr.CMS, Sr.DEN etc.) and shall include the superior officers of the same departments and shall mean & include the successors of the Successor Railway.

**1.2.6. Tenderer** shall mean the person /the firm/ co-operative or company whether incorporated or not who Tenders for the services with a view to execute the works on contract with the Railway and shall include their personal representatives successors and permitted assignees.

**1.2.7. Limited Tenders** shall mean tenders invited from all or some contractors on the approved or select list of Contractors with the Railway.

**1.2.8. Open Tenders** shall mean the tenders invited in open and public manner and with adequate notice.

**1.2.9. Works** shall mean the works contemplated for delivery of services as per drawings and schedules set forth in the Tender forms and required to be executed according to the specifications.

- 1.2.10. Service** means any subject matter of procurement other than goods or works except those incidental or consequential to the service, and includes physical, maintenance, housekeeping, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.
- 1.2.11. Earning Contract** means a contract in which the contractor makes payment to Railway for some notified activity, i.e. where Railway gets some earning by awarding the contract. Examples of earning contracts are running (operating) 4-wheeler / 2-wheeler stands; publicity on platforms / trains etc.; running (operating) various type of stalls on platforms including reservation centers, book-stalls, restaurants, fast-food stalls, tea-stalls etc.
- 1.2.12. Specifications** shall mean the Standard Specifications for Materials & Services of Railway as specified by Railway under the authority of the Ministry of Railways or the Chief Manager or as amplified, added to or superseded by Special Specifications, if any or as specified in the Tender document.
- 1.2.13. Schedule of Rates of the Railway (SOR)** shall mean the Schedule of Rates issued under the competent authority from time to time.
- 1.2.14. Drawings** shall mean the maps, drawings, plans, tracings or prints thereof annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Manager from time to time.
- 1.2.15. Contractor** shall mean the Person/Firm/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, and successors and permitted assignees.
- 1.2.16. Contract** shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule or Rates of Railway modified by the Tender percentage for items of works quantified, or not quantified, the General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawings, the Specifications, the Special Specifications, if any and Tender Forms, if any.
- 1.2.17. Tools and Plants** shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the services.
- 1.2.18. "Temporary Works"** shall mean all temporary works of every kind required for the execution completion and /or maintenance of the services.
- 1.2.19. Site** shall mean the lands, spaces, trains and other places on, under, in or through which the services are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- 1.2.20. Period of Maintenance** shall mean the specified period of maintenance from the date of completion of the works, as certified by the Manager.
- 1.2.21. Two Tender System / Two Packet System** shall mean a system of tender evaluation where there is simultaneous receipt of separate technical and financial tenders. The technical evaluation of tenders is completed first and the financial tenders of only the technically responsive tenders are opened, for further evaluation. This is the standard method to be adopted.
- 1.2.22. Quality and Cost Based Selection** shall mean a system of tender evaluation where weightages are assigned to technical and financial criteria, wherein higher weightage is assigned to technical criteria based on the importance of quality of consultancy services sought. The evaluation is made on the basis of combining the weighted

scores for technical and financial criteria.

- 1.3. Singular and Plural:** Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.4. Headings and Marginal Headings:** The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.
- 1.5. Use of Personal Pronouns:** The form of personal pronouns adopted in this document in relation to tenderers is 'she', 'her' etc. It shall be deemed to signify/include all persons (and objects) irrespective of the gender/sex.

## **2. QUALIFICATION CRITERIA**

### **2.1. Eligible Applicant**

**2.1.1.** The Tenders for this contract will be considered only from those Tenderers [proprietorship firms, partnership firms, companies, corporations, etc.] who meet requisite eligibility criteria.

#### **2.1.2.**

- a) A Tenderer shall submit only one tender in the particular Tendering process. A Tenderer who submits or participates in, more than one tender will cause all of the proposals in which the Tenderer has participated to be disqualified.
- b) Any Central government department/ Ministry of Railways must not have banned business with the Tenderer as on the date of Tender submission.
- c) If the tenderer must not have suffered bankruptcy/ insolvency during the last 5 years. The Tenderer should submit an undertaking to this effect as part of the tender.
- d) Tenderers must not have a conflict of interest. Following shall be considered as conflict of interest in this tendering process:
  - (i) If a Tenderer or her associates/affiliates (inclusive of parent firms) has been engaged by the Employer (Railways) to provide consulting services for the preparation related to procurement or on implementation of the project;
  - (ii) If a Tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.
- e) If the tenderer or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Indian Railways Vigilance Manual, consequent to having been banned business dealings or suspended business dealings.

### **2.2. Disqualification of Tenderers**

#### **2.2.1. Employment / Partnership etc. of Retired Railway Employees**

##### **2.2.1.1.**

- (a) Should a Tenderer be a retired Manager of the Gazetted rank or any other Gazetted Officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or
- (b) Should a Tenderer being partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or

- (c) Should be a Tenderer being an incorporated company have any such retired Manager or retired officer as one of its Directors or
- (d) Should a Tenderer have in her employment any retired Manager or retired Gazetted Officer as aforesaid, then the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least one year prior to the date of submission of the Tender as to whether permission for taking such contract, or

If the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the Tenderer or the Manager or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the Tender.

*Tenders without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the Tenderer, as the case may be, shall be rejected.*

- 2.2.2.** Should a Tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazette capacity in any department of Indian Railway, the authority inviting tenders shall be informed of the fact at the time of submission of Tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in Clause **7.4** of the General Conditions of Contract for services 2018.
- 2.2.2.1.** If the tenderer or any of its constituents has been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.
- 2.2.2.2.** The contractor shall be disqualified from participating in the tendering for services in a Railway division.
  - (i) If any previous contract of the tenderer or any of its constituents had been terminated under clause **7.4** of GCC for services -2018 in that Railway division, with in the previous 2 years from date of submission of tenders.
  - (ii) In that Railway division, the tenderer or any of its constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, with in the previous 2 years from date of submission of tenders. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority).

The declaration to this effect shall be furnished by the contractor as a part of his tender document. In case this declaration is found to be false, process for 'banning of business' against the tenderer/contractor shall be initiated as per extent rules.

### **2.3. CARE IN SUBMISSION OF TENDERS.**

- 2.3.1.** Before Submitting a tender, the tenderer shall be deemed to have satisfied herself by actual inspection of the site and locality of the services, that all conditions liable to be encountered during the delivery of the services are taken into account and that the rates she enters in the tender forms are adequate and all-inclusive to accord with the provisions in **Clause – 4.42** of General Conditions of Contract- services 2018 for the delivery of services to the entire satisfaction of the Engineer.

- 2.3.2.** When the service is tendered for, by a firm or a company of contractors, the Tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- 2.3.3.** Railway shall not be bound by any power of attorney granted by the Tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
- 2.3.4.** Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before tendering. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 2.3.5.** The Successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- 2.3.6.** In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

### **3. INSTRUCTIONS TO TENDERERS.**

- 3.1.** Tenderer should quote the rate for each item including of all Taxes and inclusive of applicable rate of GST before **02-07-2026 at 15.00 Hrs** in the web site [www.ireps.gov.in](http://www.ireps.gov.in).
- 3.2.** It is brought to the notice of all Contractors/ Tenderers that online payment through Payment Gateway has been enabled. Now payment towards tender document cost, earnest money etc. can be made online through multiple bank's net banking, debit and credit cards. No off line payment is accepted, the cost of tender form is non refundable.
- 3.3.** It is the responsibility of the Tenderers to check any correction or any modifications published subsequently in the form of corrigendum in Web site and the same shall be taken into account while submitting the tender.
- 3.4.** The tender shall be submitted in **Single Packet System only**.

#### **3.5. Earnest Money**

The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender document, under the conditions of Tender. The earnest money shall be as under

	<b>Value of the work</b>	<b>Earnest Money Deposit (EMD)</b>
a)	For works / Services estimated to cost up to Rs.1 crore	2% of the estimated cost of the work.



b)	For works / Services estimated to cost more than Rs.1 crore	Rs.2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs.1 crore subject to a maximum of Rs.1 crore.
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**Note:**

- The earnest money shall be rounded to the nearest Rs. 100/-. This earnest money shall be applicable for all modes of tendering.
- MSEs registered with District industries Centres, Khadi and village industries commission, Khadi and village industries board, coir board, National small industries Corporation, Directorate of Handicraft and Handloom, Any other body specified by ministry of MSME or startups as recognized by Department of industrial policy and Promotion for the similar service tendered herewith shall be exempted from payment of EMD and cost of tender form.

**3.5.1.** It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on their part, that after submitting her tender she will not resile from her/ their offer or modify the terms and conditions thereof in a manner not acceptable to the engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

**3.5.2.** If her tender is accepted, this earnest money mentioned in sub clause 3.5.2 above will be returned to the successful tenderer after the submission and verification of the Performance guarantees as per clause 4.11 of GCC for services 2018. The earnest money of other tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

**3.5.3.** The Earnest Money should be demanded in the form and manner as per the latest instructions issued by the Railway Board from time to time.

**3.5.4.** All the tenderers who are claiming exemption from payment of tender cost form and EMD shall submit/upload undertaking as follows:- I/We am/are a Micro and Small enterprise registered from----- (body approved by Ministry of MSME) with registration No. ----- and terminal validity up to ----- for similar service contracts. MSME/NSIC certificate should be uploaded to claim exemption from payment of EMD and cost of tender document.

**3.6 Performance Guarantee:**

**3.6.1.** The Performance guarantee at a rate of 5% of the contractual value shall be deposited by the successful tenderer. The successful tenderer shall have to submit a Performance guarantee (PG) valuing 5 % of the contract **value in four separate parts of 1.25% each of the contract value, within 30 (thirty) days** from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (Thirty) days and upto the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, *a penal interest of 15% per annum* shall be charged for the delay beyond 30 (Thirty) days, i.e from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however *not exceeding 90 days* from the date of issue of LOA). *In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract*

*shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60<sup>th</sup> day is a bank holiday or office closure, next working day should be considered as the last day for submission of the PGs. Decision of authority competent to sign the contract agreement would be final in case of any dispute.*

- 3.6.2.** The value of PG to be submitted by the, contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance guarantee amounting to 5% (three percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 5% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.
- 3.6.3.** The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations up to the determination of the contract.
- 3.6.4.** If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.
- 3.6.5.** The successful tenderer shall submit the Performance Guarantees (PGs) in any of the following forms, amounting to 5 % of the contract value -
- a) A deposit of cash;
  - b) Irrevocable Bank Guarantee;
  - c) Government Securities including State Loan Bonds at 5% below the market value;
  - d) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
  - e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
  - f) A Deposit in the Post Office Saving Bank;
  - g) A Deposit in the National Savings Certificate;
  - h) Twelve years National Defence Certificates;
  - i) Ten years Defence Deposits;
  - j) National Defence Bonds and
  - k) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also, FDR in favour of Sr.Divisional Finance Manager, Southern Railway, Madurai-16 (free from any encumbrance) may be accepted.

**Note** - The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

- 3.6.6.** The Performance Guarantees shall be submitted by the successful tenderer after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid upto the stipulated date of completion

and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.

**3.6.7.** The Performance Guarantees (PGs) shall be released after physical completion of the work/service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claims Certificate" from the contractor. In case any contract provides for warranty / maintenance clause then 25% of the Performance Guarantee would be retained till the warranty/ maintenance period is over and a certificate to that effect is issued by the Engineer.

**3.6.8.** Whenever the contract is rescinded, the Performance Guarantees shall be encashed / forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the tender which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member/partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the tender which includes delivery of balance services of failed contract in his/her individual capacity.

**3.6.9.** The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of –

- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (c) The contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

**3.7.** The Divisional Railway Manager (Mechanical), Southern Railway, Madurai-16 reserves to himself the right to reject without assigning any reason on every tender and does not bind himself to accept the lowest or any tender.

**3.8. Indemnity Bond:**

The items supplied by the Railways are to be taken over by the contractor and account for the same has to be maintained by the contractor. However, on receipt of the contract the contractor will have to give "**Indemnity Bond**" as per **Para-19** for safe custody of the items. Any loss to the items, the cost of the same will be recovered from the contractor. For any damages of the items the contractor has to pay the damage charges as fixed by Railways.

**3.9. Submission Of Tender:**

- a. Tenders submitted without properly and fully complying with the tender requirements will be disqualified and will not be considered.
- b. The Tender shall be submitted in **SINGLE PACKET SYSTEM**.

**c. Submission of Cost of Spares:**

- i. Details of Must change Spares to be replaced for year-wise (1<sup>st</sup> year, 2<sup>nd</sup> year & 3<sup>rd</sup> year) for HS – SPART Power Pack System (Transmission System) shall be uploaded with rates as per Annexure III. The rates for each spares are to be quoted inclusive of all taxes and including GST (including packing charges and freight charges).
- ii. List of Spares to be replaced on condition basis on need for HS – SPART Power Pack System (Transmission System) shall be uploaded with rates as per Annexure IV. The rates for each spares are to be quoted inclusive of all taxes and including GST (including packing charges and freight charges). The spares will be replaced on need basis during the period of contract.

**3.10. ELIGIBILITY CONDITIONS:**

**3.10.1. Standard Financial Criteria & Technical Eligibility Criteria may be dispensed with if the bidder is OEM or Sources approved by RDSO.**

**(Authority: Railway Board's Letter No.2011/M(M&P)/7/2/Guidelines dated 23.08.2012)**

**Only the OEM/ Authorized agency of OEM is eligible to participate in this tender.**

***The tenderer shall upload the documentary evidence in support of OEM/Authorized agency to carry out the tendered work otherwise the offer will be summarily rejected.***

**3.10.2. Financial Standing:**

**Standard Financial criteria may be dispensed with if the bidder is OEM or Sources approved by RDSO.**

***The tenderer shall upload the documentary evidence in support of OEM/Authorized agency to carry out the tendered work otherwise the offer will be summarily rejected.***

**3.10.3. Evaluation of tender:**

**3.10.3.1. Tenderer's Credentials:**

Any change in the particulars given in the above forms, including address and phone numbers etc. before award of the contract and during the pendency of the contract should be advised to Railway Administration within seven days of such a change.

**3.10.3.1.1.** No Tender will be entertained from anyone who is directly or indirectly connected with the Railway Service. The Tenderer must state clearly if he is a retired Railway Employee and also if he has any retired Railway employee or employees associated with him or under his employment and if so furnish full particulars of such retired employee or employees.

**3.10.3.1.2.** The tenderer shall keep the offer open for a minimum period of **45 days** from the date of opening of the tenders within which period the tenderer cannot withdraw his offer. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money Deposit subject to the period being extended further, if required by mutual agreement from time to time.

**3.10.3.1.3.** If the tenderer/tenderers deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.

**3.10.3.1.4.** If the tenderer(s) expire(s) after submission of her / their tender or after the

acceptance of her / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

- 3.10.3.1.5.** The authority for the acceptance of the tender will rest with the Divisional Railway Manager, (Mechanical), Southern Railway, Madurai-625 016, who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders.
- 3.10.3.1.6.** The Government reserves the right of revision or termination of this contract by giving notice by Registered/Speed post.

### **3.11. Right of Railway to Deal with tenders**

The Railway reserves the right of not to invite tenders for any of railway service/s and when Tenders are called to accept a Tender in whole or in part or reject any Tender or all Tenders without assigning reasons for any such action. The authority for the acceptance of the Tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest Tender or any other Tender and no Tenderer(s) shall demand any explanation for the cause of rejection of their Tender nor the Railway to assign reasons for declining to consider or reject any particular Tenders.

### **3.12. Omissions & Discrepancies**

Should a Tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should she be in doubt as to their meaning, she should at once notify the authority inviting Tenderers who may send a written instruction to all the Tenderers. It shall be understood that every Endeavour has been made to avoid any error which can materially affect the basis of tender and successful Tenderer shall take upon herself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

### **3.13. Execution of Contract Document**

The tenderer whose tender is accepted shall be required to appear in person at the office of concerned Engineer, as the case may be, or if a firm or corporation, a duly authorized representative shall so appear and execute the contract document within 7 days after receipt of notice issued by the Railway that such documents are ready; and failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the Railway may determine that such Tenderer has abandoned the contract and there upon her tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money of the tender and performance guarantees for the tender available with the Railway.

### **3.14. Form of Contract Document**

Every contract shall be complete in respect of the document it shall so constitute. Not less than 3 copies of the contract document shall be signed by the competent authority and the contractor – one copy given to the contractor, one copy for the finance department and one copy of the contract engineer. The form of contract document shall be provided in the tender/tender documents for every individual work.

- 3.15.** The above instructions are in addition to the general conditions of the contract for services as Amended from time to time.

## **4. GENERAL OBLIGATIONS**

### **4.1. Communications to be in Writing**

All notices, communication, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor *inter se* concerning the works/ services shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

#### 4.2. Damage to Railway Property or Private Life and Property

The Contractor shall be responsible for all risk involved in the services rendered and for trespass and shall make good at her own expense all loss or damage whether to the works/services themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the **Workmen's Compensation Act** or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

#### 5. SCOPE OF WORK , TERMS AND CONDITIONS

**Name of the work:** Annual Maintenance Contract along with Must change spares & conditional spares for Power Pack system (Transmission system) of HS-SPART available at Madurai for a period of 3 years with OEM.

##### Scope of Work

Sl. No	Description of work	Location	No. of units
1.	Annual Maintenance Contract along with Must change spares & conditional spares for Power Pack system (Transmission system) of HS-SPART available at Madurai for a period of 3 years with OEM	Madurai Jn.	1 No.

#### 5.1 The Scope covers carrying out preventive maintenance including spares and lubricating oil for 1500 hours per year for the following equipment:

Sl. No.	DESCRIPTION	QTY
1	T211r.3 VOITH TRANSMISSION	02 Nos.
2	AXLE DRIVE GEARBOX WITH POWERED AXLE AND TORQUEARM	02 Nos.
3	CONTROL & INSTRUMENTATION	02 Set
4	SKID MOUNTING	02 Nos.
5	CARDAN SHAFT	02 Nos.

**5.2 During the tenure of the contract, contractor shall provide 6 Preventive Maintenance visits per Year and the maintenance schedules shall be as follows:**

<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>Qty / SPART</b>	<b>SCHEDULE MAINTENANCE Per Year</b>
1	T211R.3 VOITH TRANSMISSION	02 Nos.	Change oil & Filter every 2 Years
2	AXLE DRIVE GEARBOX WITH POWERED AXLE AND	02 Nos.	Change oil & Filter
3	TORQUE ARM ASSY	02 Nos.	Change Assembly on every 3 year
4	CONTROLS & INSTRUMENTATION	02 Sets	Change Relays, MCBs, any Traction control electrical component on condition basis
5	SKID MOUNTING	02 Nos.	Change V mounts/AVM on every two year

**5.3 PREVENTIVE MAINTENANCE (Arrangement Wise):**

<b>Sl. No</b>	<b>SKID ASSEMBLY</b>
1	Check AVM's for any physical damage
2	Check Engine & Transmission mounting fasteners for tightens & split pins
3	Check V mounts AVM for any physical damage
4	Check M14 screw for tightness ('V' mounts)
5	Check M12 bolt for tightness ('V' mounts)
6	Check whether split pin is provided for M12 bolt of V mount AMV
<b>Sl. No</b>	<b>TRANSMISSION T211R.3 &amp; CARDAN SHAFT ST 225.7</b>
1	Check transmission & TC cooler for oil leak.
2	Check oil level in transmission, top up if necessary
3	Check transmission air hoses for tightness
4	Check air leakage in transmission control box.
5	Check Transmission oil cooler mounting
6	Check cordon shaft bolts for tightness at Transmission output
7	Grease cordon shafts at the cross bearings and splines (If required)
<b>Sl.No</b>	<b>AXLE DRIVE GEAR BOX &amp; TORQUE ARM</b>
1	Check oil level and top up if required
2	Check breather filter for tightness
3	Check torque arm mounting arrangement for tightness
4	The torque arm rubber discs and bushes are checked for deterioration.
5	Check for any fouling of cordon shaft with the bogie and final drive

Sl. No	ELECTRICAL CONTROLS (DRIVERS DESK & CONTROL CUBICAL)
1	Electrical component operational check with respective supply - Traction Control (SV & TV) (i.e. Engine & Transmission Controls), - Auxiliary & Roof Circuit (SV&TV), - DA Power control (SV & TV), - Feeder Change Over (SV & TV)

#### 5.4 List of Must Change Spares to be replaced during AMC period

Contractor has to replace must change items and conditional basis change items during respective schedules as per list given below.

Schedule -2 Must Change Spares to be replaced during 3 years of Contract			
2A – First year Must Change Spares			
Sl.No	Item Description	Qty	Unit
1	Air intake arrangement spares kit for HS-SPART	1	Set
2	Radiator water line	1	Set
3	Axle drive gear box spares kit for HS-SPART	1	Set
4	Transmission hydraulic piping arrangement	1	Set
5	Transmission control cabinet	1	Set
6	WRA piping arrangement	1	Set
2B – Second year Must Change Spares			
1	Exhaust Arrangement	1	Set
2	Axle drive gear box spares kit for HS-SPART	1	Set
3	Radiator Mounting Arrangement	1	Set
4	Transmission Control Cabinet	1	Set
5	Skid Mounting	1	Set
6	Transmission T 211 r.3	1	Set
2C –Third year Must Change Spares			
1	Cardan Shafts	1	Set
2	Axle drive gear box spares kit for HS-SPART	1	Set
3	Batteries	1	Set
Schedule 3 Lumpsum for Spares to be replaced on need basis			
Sl. No	Item Description	Qty	Unit
1	Control Cubicle	1	Set
2	Driver Desk	1	Set
3	Electrical Miscellaneous	1	Set
4	Torque Arm Arrangement	1	Set

**\*\*Rates for the above spares valid for entire AMC Period to be quoted as in Annexure- IV and to be uploaded along with offer**



### **5.5 AMC VISITS AND DURATION:**

- Visit timing during every two month will be made by mutual consultation as acceptable to both the parties.
- 6 Visits in a year. Each visit will be 4 days of 8 working hours.

### **5.6 Breakdown Visit:**

For Breakdown if any, it should be attended on top priority. Representative of firm to report within 24 hours from time of intimation over phone call from base depot i.e. C&W Depot Madurai and attend the defect within minimum possible time from time of report on free of cost.

### **5.7 The Equipment:**

Power pack system (Transmission system) - 2 Nos available in DPCs of HS-SPART at MDU.

- I. This contract is valid for Two Power pack system (Transmission system) available in DPCs of HS-SPART and its components of Southern Railway (MDU Division) Stationed at MDU Junction Railway station for a period of Three years.
- II. The service representative should visit the site on mutually agreed dates for attending the Two Power pack system (Transmission system) available in DPCs of HS-SPART once in every 2 month & duration of each visit will be 4 days of 8 working hours.
- III. The visit should be during day time, on normal working days between 9 am & 5 pm, If the contract visit cannot be completed on the date, the service representative to the deputed on the very next day to complete it. Necessary assistance will be provided by Railways.
- IV. **Schedule of work:**

During each visit the Service Engineer / Representative should carry out the inspection and maintenance on the two power pack system (Transmission system) available in DPCs of HS-SPART and its accessories. Following maintenance activities to be done on each visit:

- Carry out / advise necessary repairs, adjustments of assemblies, sub assemblies in order to keep the HS SPART power pack system in good working condition and assuring the trouble free performance of the SPART.
- Replace minor parts, subassemblies, etc other than mentioned in the list of spares in para 5.4 will be arranged by railways. These additional spares, if required would be intimated to railways by the service engineer/ dealer well in advance.
- The contractor shall stock the sufficient consumable parts as per the list provided for smooth and trouble-free operations of the HS SPART propulsion system covered under this agreement at their works/branch locations.
- The contractor shall be responsible to carry out maintenance as per the laid down schedule.
- Contact covers 6 maintenance visits per year per HS SPART and Breakdown visits in case of emergency.
- During the visit, the service engineer will report on the performance or any other abnormality and inform parts requirement. He shall also submit the report on work done and recommendations as well as spare parts required to concerned railway's representative.

- The contractor shall provide all maintenance spares required for above maintenance including lubricating oil.
- Attend emergency/breakdown calls on top priority (usually same day). However, if the service engineer is required for any particular date and time, it would be intimated by railways in advance.
- Supply parts required for emergency on priority has to be done with the approval of railway's representative.
- The contractor shall prepare detailed Field Service Report after each visit.
- The contractor shall be responsible to investigate and diagnose reported defects.
- The contractor shall check, advise and arrange for the supply of spares at cost in case of breakdown, accident etc
- Necessary training on Operation and Maintenance of HS – SPART Power pack system (Transmission system) to be provided by the AMC contractor.
- To intimate SSE/C&W/MDU or his representative on power pack system requirement of repairs based on performance parameters well in advance.

**V. Other conditions.**

- After overall maintenance, the equipment should be tested to the satisfaction of the user at the time of all visits.
- Released materials are to be returned to Railways.
- Proper records are maintained to record schedules attended.
- If any material is required to be sent at supplier workshop same will be sent at his own cost.
- Since the HS – SPART Power pack system (Transmission system) will be under AMC, if any major complaints acquired means and if it is required to be attended at their service Centre, the spares only will be arranged by Railways as per contract conditions, and transportation cost will have to be borne by the contractor and not by Railways.
- Any visit for warrantable failure of the repaired/ calibrated/ supplied components / sub assemblies during AMC will not be reckoned as AMC visit.

**5.8 Terms & Conditions:**

- 5.8.1.** The contract is for Annual Maintenance Contract of Power Pack System (Transmission System) of HS-SPART Available at Madurai Junction Railway Station for a period of three years. However, Railway administrator reserves the right to terminate the contract at any time without assigning any reason.
- 5.8.2.** SPART is an accident relief train and is used to provide necessary help/relief services in emergency/accidents. The train is equipped with vital equipments related to relief/medical services. Thus, being an accident relief train, the 100% availability and uninterrupted operation is must. The aim of this work is to ensure 100% availability and un-interrupted operation of this accident relief train. So the contractor shall do the high level preventive/schedule maintenance as per standard of OEM to ensure the trouble free operation of the SPART.
- 5.8.3.** The firm should send a Competent Service Engineer with enough Technicians, who can diagnose the routine problems, faced by the user and can rectify the same within a short time. Sending a Technician without proper Tools and equipments should be avoided.
- 5.8.4.** Any visit for warrantable failure of the repaired/renewed sub-assemblies during AMC will not be reckoned as AMC visit.

- 5.8.5.** Railways and Service Engineer of contractor will mutually decide the date of schedule maintenance visits. Railway will give confirmation for availability of equipment on agreed dates.
- 5.8.6.** Whenever SPART is required to be suspended for schedule maintenance it is to be informed to the railways well in advance by the contractor.
- 5.8.7.** The SPART being emergency restoration equipment vehicle will be called instantaneously to attend an accident in which case the SPART has to move to the accident site. In such cases, even though confirmation has been given by the Railways about the availability of the HS – SPART Power Pack System (Transmission System) for planned schedule maintenance visit in advance, it may not be possible to make the HS – SPART Power Pack System (Transmission System) available for maintenance. If the HS – SPART Power Pack System (Transmission System) is not available for service when the Service Engineer arrived at Madurai Jn Railway Station due to the above reasons, the Service Engineer should either stay back till the arrival of SPART or he should visit again later for the same visit without any extra cost.
- 5.8.8.** In case, any of the visits could not be done in time due to Non-availability of the HS – SPART Power Pack System (Transmission System) due to some unforeseen reasons on the part of Railway, the Railway reserves the right to adjust these visits on other convenient dates or close the contract without these visits and in such case no payments will be made towards these unattended visits.

**5.9 Protective Clause:**

Transportation of tools/equipment etc is the responsibility of the contractor. The contractor shall bear the cost of repairs to any rolling stock or other properties of railway administration damaged due to the negligence of the firm or that of their workers. Cost of travel and lodging and boarding of the service engineers is to be borne by the contractor and no extra payment or arrangement is to be made by Railways.

**5.10 Duration of visit:**

The AMC visit should be once in 2 months (with plus or minus 5 days grace period) and minimum 6 visits in a year with each visit will be 4 days of 8 working hours.

**5.11 Response time for Emergency / Breakdown visits:**

In case any breakdown /emergency, the firm service engineer should report within 24hrs from the time of intimation of breakdown call over telephone or fax and attend the defect within minimum possible time from the time of report on free of cost.

**5.12 Warranty:**

- i. The scheduled maintenance activities carried out on HS – SPART Power Pack System (Transmission System) is required to be guaranteed till the next scheduled visit and further two months for the final schedule visit for trouble free performance of the equipment, and also against the manufacturing defects of the spares replaced.
- ii. In case of failure of newly fitted components due to defective workmanship, the contractor has to replace the components/spares free of cost and the similar guarantee of one year will be applicable to the replaced components/spares from the date of such replacement and fitment.
- iii. Any visit for warrantable failure of the repaired/calibrated/supplied components/sub-assemblies during AMC will not be reckoned as AMC visit.

**5.13 Inspection:**

- i. All the inspection, both at site and at contractor's premises will be done by the SSE/C&W/MDU or his representative.
- ii. If any major component is required to be taken to the service centre, a joint inspection will be done by the SSE/C&W/MDU and the contractor to assess the materials required for the component.

**5.14 Contract Period:**

- i. The contract is valid for three years. The contract is not transferable.
- ii. AMC Visits will be in once in 2 months and minimum six (6) visits in a year.

**5.15 Maintenance Charges:**

The charges quoted in Schedule of work & rates in **Annexure II** includes all the maintenance service visits and required spares as the list of spares in para 5.4 to keep the users equipment in good working order.

**6. PAYMENT TERMS**

- a) The payment for the service visits and spares replaced as listed in Para 5.4, after commencement of AMC will be made on submission of bills in triplicate in Railway Std. format to the concerned SSE/C&W/MDU or SSE/JE/ART/MDU. Railway administration will make arrangement for payment through NEFT mode only.
- b) Payment is not applicable for not attending the schedule visit on the part of the contractor or due to unavailability of HS – SPART Power Pack System (Transmission System) at site by administrative reason i.e. due for POH attention, etc.
- c) Any deductions is entitled under the contract will be deducted from the firm's bill. Details of deduction will be intimated to firm.
- d) The Contractor will give consent in a mandate form for receiving payment through NEFT. The successful bidder will provide the details of bank account in line with RBI guidelines for the same. These details shall include Bank name, Branch name and address, type of Account, Bank Account No. and Bank & Branch code as appearing in the MICR Cheque issued by the bank. The successful bidder will attach certificate from their bank certifying the correctness of all the above mentioned information.
- e) ***The Successful contractor has to submit a certificate along with the bill, rendered in duplicate, that the charges claimed do not exceed the lowest rate the firm may charge for similar repairs and replacements of component/service to any other Central or State Government Institutions/any Office.***
- f) ***The payment of the scheduled visits will be made bimonthly after completion of every 2 months period within 30 days on-submission of bill along with the following documents:-***
  - i. The performance report jointly signed by the SSE/C&W/MDU or SSE/ JE/ART/MDU and the service engineer of the firm.
  - ii. Certificate from SSE/C&W/MDU or SSE/JE/ART/MDU that Maintenance works are carried out as per the contract agreement with entire satisfaction of Railway.
  - iii. ***Satisfactory completion of service is invariably to be recorded in each bill.***
  - iv. Income tax plus surcharge on income tax as applicable at the time of billing shall be deducted from the bills and other tax as applicable on total contract cost will also be deducted as per extant rules.
  - v. The associate Accounts officer (Sr.DFM/MDU) shall be the bill paying authority.

- vi. **GST** has been calculated at @18% (provisional), but shall be paid at per prevailing rate and as per applicable as guidelines of Railway.
- vii. No extra charge for repair will be admissible.

**7. PENALTY CLAUSE:**

- 7.1.** The AMC visit should be attended every two months once with a grace period of 5 days failing which a penalty of Rs.5,000/- per day will be deducted from the payment. However, penalty is not applicable for due to unavailability of SPART at site.
- 7.2.** In emergency/breakdown call, the service engineer should report within 24 hrs from the time of intimation of breakdown call over telephone or fax and attend the defect within minimum possible time from the time of report. A penalty of Rs. 5,000/- per day will be imposed for noncompliance beyond 72 hours (i.e. Total time = arrival time + attention time).
- 7.3.** Total downtime of SPART on this scope of work account should not be more than 7.5% of AMC period (i.e. down time of 5 days bimonthly). Beyond 7.5%, for every day Rs.5000 penalty will be imposed.
- 7.4.** In case of HS – SPART Power Pack System (Transmission System) parts/assembly was required to take away from site for servicing at service centre as per special condition of the contract clause No 8.9, no penalty shall be levied from the contractor for a stipulated time, where the time required for finishing the repair work will be decided by the Railways considering the type of repair to be done. If the equipment is not available after the stipulated period, a penalty of Rs. 10,000/- per day to a maximum of 10% of yearly AMC charges would be levied.
- 7.5.** In case of no response from any of the official of contractor/ OEM provided in the escalation matrix as per Para 8.14, a penalty of Rs.1000/- per case will be imposed to the firm and will be levied from AMC bill.

**8. SPECIAL CONDITIONS OF CONTRACT:**

- 8.1** The contractor will not claim any additional charges towards fitment of the spares, expenses of service Engineer e.g. lodging, boarding to and fro conveyance for every AMC visit, additional and any emergency visit.
- 8.2** The service register should be kept with the SSE/C&W/MDU or SSE/JE/ART/MDU and shall be duly entered and signed by the service Engineer for each visit for attending the machine during AMC, emergency calls, replacement of spares etc. as and when the need arises.
- 8.3** Railway will issue a certificate in terms of joint note as a token of satisfactory service given by the service Engineer.
- 8.4** Railway will not be responsible for any fault in the HS – SPART Power Pack System (Transmission System) arising out of maintenance work during AMC period for which contractor will not claim liability on Railways.
- 8.5** All the defective/unusable materials and part released from the HS – SPART Power Pack System (Transmission System) will be handed over to the SSE/C&W/MDU or SSE/JE/ART/ MDU.
- 8.6** The cancellation of the contract may be either for whole or part of the contract at Railway's option. Railways may terminate the contract at any time during the contractual period by giving 7 days notice to the contractor in writing.

- 8.7** Renewal of spare parts of the HS – SPART Power Pack System (Transmission System) shall be made with spares procured from OEM only. The Contractor/Service Engineer shall renew spare parts for fitment in the HS – SPART Power Pack System (Transmission System) as per the requirement of Railways to maintain the equipment in good working order.
- 8.8** The spares supplied by OEM should be fitted in HS – SPART Power Pack System (Transmission System) by the Contractor/Service Engineer with proper workmanship. In case of any such failure, Penalty as per penalty clause 7.3 will be applicable.
- 8.9** The maintenance should be carried out at site only. In case if it is felt necessary to take away any part/assembly to the contractor's works for repair/calibrations etc., the prior permission from the competent authority will be obtained ensuring safeguard of Railway interest. Contractor's personnel will follow all security procedures as prescribed by railways for entry of personnel(s) or bringing in or taking out the material (s) concerning this contract.
- 8.10** Price variation (PV) clause is not applicable to this contract. No claim on account of PV shall therefore be entertained under any circumstances.
- 8.11** It shall be obligatory to Contractor/contractors to furnish the names and particulars viz., Home/address/permanent address, police station, district of the personnel /supervisors employed by him/them to the Railway Administration related to the incumbent to the extent of necessity for entrance to the Railway premises / SPART site to facilitate the identification of the person/persons so employed. In cases of irregularities, the contractor /contractors shall also be responsible for the conduct of the staff employed by him.
- 8.12** Railway administration shall not be liable to pay any compensation, whatsoever, for the staff/technicians of the contractor involved in any accident at SPART site at any time should such eventuality takes place.
- 8.13** The contractor Engineer should wear safety equipments/uniform inside the work premises.

**8.14 Provision of escalation matrix:**

Once the contract is awarded, contractor shall immediately provide in form of an escalation matrix as given below, a list of contact officials along with their phone / mobile numbers, names and their designation in their company, which shall be updated to Railway in case of any change.

Level	Level Type	Name	Designation	Contact No.
Level-1	Site / Field level official or engineer	a.		
		b.		
Level-2	Area/Zonal/ Controller/Client Manager level	a.Name of official dealing with technical matters pertaining to this contract.		

		b. Name of official dealing with administrative matters pertaining to this contract		
Level-3	Manager/ Controller/Head	Name of official dealing with any or all matters pertaining to this contract		

## 9. OTHER TERMS AND CONDITIONS

### Safety:

- i. The contractor shall be fully responsible for ensuring safety for all items and shall bear the cost of all damages in case of accidents/ unusual occurrence resulting in damages to Railway property and passengers.
- ii. All precautions to ensure safety of workmen must be taken while doing work at Railway premises. The contractor should indemnify the Railway against any claim due to accidents and unforeseen incidents.
- iii. The work should be carried out without any interference to the normal working of the Railways track and structures. The contractor will be held responsible for any loss or damage or injury caused during the course of work to the labourer or to the public/private person or to the Railway/Public/Private property and the contractor should bear all the loss and expenditure involved.
- iv. The contractor must ensure the safety of labourers engaged by him while crossing the track during the course of execution of work and the Railway will not be responsible for any injury sustained by the labourers or for any fatal accident and the contractor shall bear all the loss and expenditure involved.
- v. Any breach of these conditions by the contractor and or his representative/agents/labourers affecting the safety of movement of trains, engines or other rolling stock of the Railway, shall constitute a breach of contract entailing liability for termination of contract for default on the part contract.

## 10. CONDITIONS FOR THE LABOURER

- 10.1** Special Conditions of Contract mandatory updation of labour data on **Railway's shramikkalyan portal by contractor**: Vide Railway Board's letter No.2018/CE-I/CT/4 dt.17.10.2018, In order to increase transparency in payment of contract labour wages and other payments, a web based e-application has been developed and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in), the contractor is required to upload details of their LOAs, engaged workmen, wage payment details, PF/ESI details, bonus details etc. on monthly basis.
- 10.2** It is the onus of the contractor to maintain registers as per the contract labour (Regulation and Abolition) Act.
- 10.3** The contractor shall obtain license under contract labour (Regulation and Abolition) Act, 1971 and abide by the provisions there under, and other labour laws applicable to the labourers employed by him.
- 10.4** The contractor shall not employ any labour below the age of the 18 years.
- 10.5** Railway will not provide any transport facility to the contractor for bringing his staff for

the duty. To and fro transportation for the staff of the contractor has to be provided by the contractor only.

- 10.6** The contractor shall indemnify the Railways from payment to any wages/ damages/ compensation to the labourers/men employed by him.
- 10.7** The contractor should make his own arrangement for necessary relief arrangement to the employee for their weekly off/leave etc.
- 10.8** The contractor shall deploy such staff of good character, fit, well behaved and skilful in their duties and also willing to discharge duties sincerely. It should also be ensured that the employees employed by the agency are having proven antecedents and no police case etc. is pending against such people. Such employee who is indulged in antisocial activities shall not be engaged. The contractor shall be solely responsible for all acts of commission/omission of his employees.
- 10.9** The employees of firm shall not be entitled for any facility as is being provided to Railway staff. It is the sole responsibility of contractor to observe and abide by the factory Act, provision of Labour Act, Workman compensation Act, Provident Fund Act, Minimum Wages Act, payment of wages Act, contribution towards EPF. Gratuity Act and other regulations framed by the Govt. and revised time to time. Railway will not be responsible for any violation of the act of regulation by the firm.
- 10.10** Railway will not be responsible for any accident (fatal or non fatal) or injury to any personnel of the firm or any financial implications, arising there upon.
- 10.11** Railway will not be at any time responsible for any accident/injury occurring to the labourer employed by him for executing this work. The contractor shall wholly be responsible and shall see that proper attention and medical treatment is given to the labourer employed by him. The contractor shall be responsible for any claim arising out of the employment injury or otherwise in the course of employment under any stature.
- 10.12** Contractor should be liable to reimburse the Railway Administration all costs, damages and awards incurred due to the act of omission or commission by him or his staff.
- 10.13** All **labour** laws and related obligations including, legal obligations, Labour law, Provisions of contract labour (Regulation and Abolition Act 1970/rule 1950, Minimum wages act 1948/rule 1950, Provision of EPF and miscellaneous provisions act 1952, Workmens compensation act, Maternity Benefit act 1961, The sexual Harrasement of women at Work place, Safai Karamchari Act 1993, Child labour Prohibition and Regulation act 1986,Apprentice act 1961, Medical fitness of labour, Police verification of labour employed by contractor, Mandatory compliance of government schemes etc will be applicable for the tenderer as envisaged in Chapter VI of GCC of Services 2018 issued by Ministry of Railway.

## **11. PRICE VARIATION**

**Price variation for the work will not be allowed during the execution of the work in the contract period.**

## **12. VARIATION IN QUANTITIES**

- 12.1** Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
- 12.2** In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by



floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

- (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade:
  - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item shall be paid at 98% of the rate awarded for that item in that particular tender.
  - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.
  - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
- (c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO/MAS and approval of General Manager.

**12.3** In cases where decrease is involved during execution of contract:

- (b) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.
- (c) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
- (d) It should be certified that the work proposed to be reduced will not be required in the same work.

**12.4** The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.

**12.5** As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (Single percentage rate or individual item rate).

**12.6** For the tenders accepted of Zonal Railways level, variations in the quantities will be approved by the authority in whose power revised value of the agreement lies.

**12.7** For tenders accepted by General Managers, variations up to 125% of the original agreement value may be accepted by General Manager.

**12.8** The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), the vitiation shall be on the contractor's account (payment shall be restricted to the lowest calculated value of all valid offers).

### **13. TERMINATION CLAUSE**

- 13.1** Railway reserves the right of revision or termination of the contract as per '**GENERAL CONDITIONS OF CONTRACT for SERVICES' 2018**.
- 13.2** The failure of the contractor to carry out the work to the entire satisfaction of the Railway Administration shall warrant termination of the contract.
- 13.3** In the event of unsatisfactory performance or of overcharging or demand extra amount other than those prescribed by the Railway Administration; the contract will be terminated forthwith.
- 13.4** In the event of the contractor failing to fulfill any of the conditions specified in the tender document, the Railway Administration shall have the right to immediately terminate the contract. If the contract is so terminated, the Railway Administration shall have right to forfeit the Performance Guarantee and he shall have no claim or compensation for any loss thereby occasioned or on account of the salary or/any compensation or other compensation paid or payable to any member of his staff thrown out of employment.

### **14. CHANGE OF SCOPE OF THE WORK**

During the course of the contract period if it is found that Southern Railway wants changes in the scope of work, then the Contractor and Southern Railway may negotiate the scope of the work.

### **15. PERIOD OF CONTRACT**

The work shall be carried out for a period of **Three years** from the date of issue of LOA.

- 16.** All clauses mentioned in GCC of Services 2018 issued by Ministry of Railway will be applicable for this tender.

**17. PROFORMA FOR BANK GUARANTEE (Four Bank guarantees each 1.25% of contract value )**

PROFORMA FOR BANK GUARANTEE TO BE SUBMITTED BY CONTRACTORS AS PER NEW CLAUSE ADDED IN THE GENERAL CONDITIONS OF CONTRACT BY RAILWAY BOARD VIDE LETTER No. 2003/CE-1/ CT/4/PT.1 DATED 12/16-5-.2006.

In consideration of the President of India (hereinafter called "the Government") having agreed to exempt ----- (hereinafter called "the said contractors") from the demand, under the terms and conditions of Tender No. ----- opened on ----- for the work -----

-----

----- awarded to M/s -----

----- vide acceptance letter No. -----

dated ----- hereinafter called " the said contract, of performance guarantee for the due fulfillment by the said contractors of the terms and conditions contained in the said contract, on production of irrevocable bank guarantee amounting 5% of the contract value in four separate parts of 1.25% each of the contract value, i.e. for Rs.----- (Rupees -----

-----only)

We ----- (indicate the name of the Bank) "hereinafter referred to as "the Bank" at he request -----) Contractors) do hereby undertake to pay to the government an amount not exceeding Rs.----- (in Words Rs.,-----) against any loss or damage caused to or suffered or would be caused or suffered by the Government by reasons of any breach by the said contractors of any of the terms or conditions contained in the said contract.

We undertake to keep this performance guarantee in force till the satisfactory completion of the work and maintenance period is over.

We, ----- (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reasons of breach by the said contractor(s) of any of the terms and conditions contained in the said contract or by reason of the contractor(s) failure to perform the said contract. Any such, demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount and exceeding Rs .-

We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

We ----- (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that is shall continue to be enforceable till all the dues of the Government under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till ----- (Office/Department). Ministry of ----- certified that the terms and conditions of the said contract have been fully and properly carried out the said contractor(s) and accordingly discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before the ----- (date), we shall be discharged from our liability under this guarantee thereafter.

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

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/ supplier(s).

We, ----- (name of the bank) lastly under take not to revoke this guarantee during its currency except the previous consent of the Government in writing.

Dated : the ----- day of ----- 202

For ----- (Bank)

Witness:

(1) Signature

Name  
Address

(2) Signature

Name  
Address

## **18. PROFORMA INDEMNITY BOND**

### **INDEMNITY BOND** (On Stamp papers of Rs.100/-)

1. This deed of Indemnity is executed on the day of \_\_\_\_\_ by \_\_\_\_\_ which expression includes his successors and assignee in favour of the President of India acting through the \_\_\_\_\_ Southern Railway, (herein after called the 'Railway').
2. Whereas the parties hereto have entered into an agreement vide acceptance letter No. \_\_\_\_\_ Dated \_\_\_\_\_ for the purpose of executing the said contract until such time the materials herein after mentioned are duly erected or otherwise and handed over to the Railway.
3. Whereas I \_\_\_\_\_ is required to hold in custody for and on behalf of the Railway in trust \_\_\_\_\_ which have been handed over to me for \_\_\_\_\_ in connection with \_\_\_\_\_ as per letter of Acceptance No. \_\_\_\_\_ for the purpose of executing the said contract until such time the materials are duly erected and or handed over to Railway.
4. Whereas I \_\_\_\_\_ is required to furnish an Indemnity Bond.
5. Now by this Indemnity Bond I hereby undertake that I hold in my custody for and on behalf of the President of India and his property in trust of the said \_\_\_\_\_ handed over to me for the purpose of execution of the said contract until such time the materials are duly erected or otherwise handed over to the Railway.
6. I shall be entirely responsible for the safe custody and protection of the said \_\_\_\_\_ materials against all risks till they are duly erected and or otherwise delivered to the \_\_\_\_\_ or to any other officer as he may direct otherwise and shall indemnify the Railway against any loss, damage or deterioration in respect of the said materials which are in my possession.
7. The said materials shall at all times be open for inspection by any authorized Officer of the Railway.
8. Should any loss or damage or deterioration occur or refund becomes due, the President of India shall be entitled to recover from us compensation for such loss or damage or deterioration the amount is to be refunded without prejudice to any other remedies available to Railways and also by deduction from any sum due or any sum which at any time hereafter may become due to us for this work or under any other contract with any other department of the Railway.
9. The value of the above materials for the purpose of Indemnity that can be claimed under this Indemnity Bond shall not exceed \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
10. In the event of any loss damage or deterioration as aforesaid, the assessment of such loss or damage or \_\_\_\_\_ deterioration, the assessment of compensation therefore would be made by the President of India or by his authorized Nominee and the said assessment shall be final and binding upon us.

11. In witness whereof I, \_\_\_\_\_ have executed this Indemnity  
Bond on the date, month and year first written at \_\_\_\_\_ dated  
this \_\_\_\_\_ day of \_\_\_\_\_ 202 .

Witnesses (with address)

SIGNATURE OF THE CONTRACTOR

(1) Signature

Name  
Address

(2) Signature

Name  
Address

**19. MANDATE FORM FOR EFT/NEFT**

**1 PARTICULARS OF THE PARTY**

i) NAME :

ii) ADDRESS

iii) PHONE No.: MOBILE FAX No.

iv) INCOME TAX PAN No. E MAIL ID:

**2 PARTICULARS OF BANK ACCOUNT**

i) CITY :

ii) BANK NAME :

iii) BRANCH :

iv) BANK ADDRESS

v) BANK TEL No.: FAX No.:

vi) BANK MICR CODE :  
(9 DIGIT)

vii) BANK IFS CODE :

viii ) BANK ACCOUNT No.: :

(please enclose a cancelled blank cheque)

ix) ACCOUNT TYPE: (SAVINGS/CURRENT/CASH CREDIT):

3 Certified that the particulars furnished with reference to Bank Account are correct and the bank guarantee to honour all EFT/NEFT advices/reports as per RBI Regulations.

Bank's Seal

Signature of the authorized official of the bank

**4 DECLARATION BY THE PARTY:**

I hereby declare that the particulars given in this mandate form are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the User institution ie., Sr.DFM/MDU/Southern Railway, will not be held responsible.

Date:

Signature of the Party with Stamp

**SOUTHERN RAILWAY  
TENDER FORM**

Tender No. \_\_\_\_\_

Name of Work \_\_\_\_\_

To

The President of India

Acting through the \_\_\_\_\_ Railway

1. I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of \_\_\_\_\_ days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for \_\_\_\_\_ Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within \_\_\_\_\_ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways General Conditions of Contract for Services, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.

3. A sum of ₹ \_\_\_\_\_ is herewith forwarded as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (b) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Micro and Small Enterprise registered from .....(body approved by Ministry of MSME) with registration No. .... And terminal validity up to ..... for similar service contracts.

5. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work/service.

Signature of Tenderer(s)

Date \_\_\_\_\_

Address of the Tenderer(s)

\_\_\_\_\_



**SCHEDULE OF WORK AND RATES**

<b>Schedule No</b>	<b>Description</b>	<b>Estimated Total Value in Rs.</b>
SW 1	Annual Maintenance Charges for Power Pack system (Transmission system) of HS-SPART available at Madurai for a period of 3 years with OEM (Including GST @18 %)	2695002.00
SW 2 (A)	First year Must change spares (Including GST @18 %)	1569146.30
SW 2 (B)	Second year Must change spares (Including GST @18 %)	3625253.82
SW 2 (C)	Third year Must change spares (Including GST @18 %)	4013105.66
SW 3	Lumpsum provision for Spares to be changed on need basis with in AMC period (Details of Spares furnished below) (Including GST @18 %)	3360603.42
	<b>Grand Total</b>	<b>15263111.20</b>

<b>Sl. No</b>	<b>Description</b>	<b>Number of Visits per year (Nos)</b>	<b>Service charge per visit [Rs.]</b>	<b>GST @ 18%</b>	<b>Total cost per year [Rs.]</b>
Schedule - 1 : AMC Service Charges					
1	First Year Service Charges	6.00	115000.00	20700.00	814200.00
2	Second Year Service Charges	6.00	126500.00	22770.00	895620.00
3	Third Year Service Charges	6.00	139150.00	25047.00	985182.00
<b>Total - Schedule - 1 (Including GST @18 %)</b>					<b>2695002.00</b>
Schedule - 2 Must Change Spares to be replaced during 3 years of Contract					
2A - First year Must change Spares					
		No. of sets	Basic Unit rate [Rs.]	GST @ 18%	Total cost [Rs.]
1	Air intake Arrangement	1.00	470327.00	84658.86	554985.86
2	Radiator water line	1.00	573787.00	103281.66	677068.66
3	Axle drive gear box spares kit for HS - SPART	1.00	141908.00	25543.44	167451.44
4	Transmission hydraulic piping arrangement	1.00	66190.00	11914.20	78104.20
5	Transmission Control Cabinet	1.00	32654.00	5877.72	38531.72
6	WRA Piping Arrangement	1.00	44919.00	8085.42	53004.42
<b>Total - Schedule - 2A (Including GST @18 %)</b>					<b>1569146.30</b>
2B - Second year Must change Spares					
1	Exhaust Arrangement	1.00	298206.00	53677.08	351883.08
2	Axle drive gear box spares kit for HS - SPART	1.00	10442.00	1879.56	12321.56
3	Radiator Mounting Arrangement	1.00	153472.00	27624.96	181096.96
4	Transmission Control Cabinet	1.00	511797.00	92123.46	603920.46
5	Skid Mounting	1.00	1443783.00	259880.94	1703663.94
6	Transmission T 211 r.3	1.00	654549.00	117818.82	772367.82

<b>Total - Schedule - 2B (Including GST @18 %)</b>					<b>3625253.82</b>
2C - Third Year Must Change Spares					
1	Cardan Shafts	1.00	2297692.00	413584.56	2711276.56
2	Axle drive gear box spares kit for HS - SPART	1.00	10442.00	1879.56	12321.56
3	Batteries (24V)	1.00	1092803.00	196704.54	1289507.54
<b>Total - Schedule - 2C (Including GST @18 %)</b>					<b>4013105.66</b>
3 Lumpsum for Spares to be replaced on need basis					
1	Lumpsum provision for Spares to be replaced on need basis with in AMC period (Details of Spares furnished in Annexure IV)	1.00	2847969.00	512634.42	3360603.42
<b>Total - Schedule - 3 (Including GST @18 %)</b>					<b>3360603.42</b>
<b>Grand Total (Including GST @18 %)</b>					<b>15263111.20</b>

**Total value for three years: Rs. 1,52,63,111/-** (Rupees One Crore fifty two lakhs sixty three thousand hundred and eleven) including **GST**.

**Note:**

- The rates quoted should be inclusive of all cost of labourers, supervision, tools & transportation, incidental charges and all taxes including **GST**.
- The contract labourers engaged by the contractor has to be paid minimum wages according to the **Minimum Wages Act-1948** and as per amendments made thereon from time to time.

**Annexure-IV**

**The list of Spare Parts to be replaced on need basis within the Lumpsum provided during three year AMC Period of Power Pack System (Transmission system) available in HS-SPART at MDU**

(The rates quoted should be inclusive of all cost of packaging and forwarding charges)

**(Rates to be quoted and uploaded along with tender)**

Spares to be changed on need basis with in AMC for Power Pack system (Transmission system) of HS-SPART available at Madurai for a period of 3 years with OEM(to be provided against Lumpsum provision)

<b>Sl. No.</b>	<b>Description</b>	<b>Unit Price (Bid. Value) in Rs.</b>	<b>Applicable GST rate in %</b>
1	Control Cubicle		
2	Driver Desk		
3	Electrical Miscellaneous		
4	Torque Arm Arrangement		

**"END OF TENDER DOCUMENT"**