



कार्यालय
Office of The
प्रमुख मुख्य इंजीनियर
Principal Chief Engineer
दक्षिण पूर्व रेलवे
SOUTH EASTERN RAILWAY
GARDEN REACH

निविदा दस्तावेज

TENDER DOCUMENT

दक्षिण पूर्व रेलवे
South Eastern Railway
रेलपथ मशीन संगठन
Track Machine Organization

Name of Firm:

M/s.GainwellCommosales Private Limited,
 Godrej Waterside, Tower-II, 7th Floor, Unit
 No. 705, Block-DP, Sector-V, Salt Lake,
Kolkata – 700091.

Single tender on prescribed form is invited for the following work by the CE(TM), S.E. Railway, Garden Reach for and on behalf of President of India from M/s. Gainwell Commo sales Private Limited/Kolkata, who is the authorized dealer of OEM M/s. Caterpillar India Engineering Solutions Private Limited Chennai.

Name of Work	:	Annual Maintenance Contract for carrying out checking, repairing/maintenance of Caterpillar make Engines fitted in various Track Machines working over South Eastern Railway and also for supply of spare parts pertaining to such repairing/maintenance for two financial year i.e. FY: 2026-27 and 2027-28.
Tender No.	:	TM/AMC/CAT/2027-28.
Machines/Engines to be attended during AMC period	:	As per Annexure-D
Earnest Money/Security Deposit	:	Exempted.
Performance guarantee	:	Performance guarantee should be submitted @5% of contract value within 21 days from the date of issue of LOA as detailed in Clause No. 16 of Special Terms & Conditions of AMC (Annexure – A).
Tender Document Cost	:	Nil
Approx. tender value	:	Rs. 1, 58, 06,714/- for two years.
AMC completion period	:	Two FY: i.e. 2026-27 & 2027-28 up to 31.03.2028 from the date of issue of LOA.
Validity of offer	:	60 days.

Signature of Tenderer with Office Stamp

<i>Schedule of Rate</i>							
SCHEDULE - A							
Description		Unit Qty	Qty.	FOR FY: 2026-27		FOR FY: 2027-28	
	Rate to be quoted in amount for items no. 1, 2 & 3.			In Figure (Rs.)	In Words. (Rs.)	In Figure (Rs.)	In Words. (Rs.)
1	Service Charges for inspection of CAT engine at site (Per day of 08 hours) including To & Fro conveyance charges from Kolkata to site @ Rs. 12/- per km considering 800 km radius (For 1st Day), (Without GST). (For 1st Day) Annexure-A.	Per day	Lump Sum				
2	Extra Day charges (Per day of 08 hours) for attending of CAT engine at site including To & Fro conveyance charges from Kolkata to site @ Rs. 12/- per km considering 800 km radius. (For 2nd & Subsequent Days), (Without GST) as per Annexure-A.	Per day	Lump Sum				
3	Extra hours working charges beyond 08 hours & up to 12 hours for a day (Without GST).	hour	Lump Sum				
4	Labour/repair charges for TOH and MOH of Caterpillar make engine Annexure- B.	No.	Lump Sum				
6	% GST with their SAC classifications. Tenderer is requested to quote rate of individual item in Annexure: – B						
SCHEDULE - B							
7	Rates for supply of spare parts likely to be supplied during AMC period as per Annexure-C , Packing & Forwarding charges (If any) and GST with their HSN classifications	No.	Lump Sum	Rate to be quoted as per annexure-C as enclosed herewith	Rate to be quoted as per annexure-C as enclosed herewith	Rate to be quoted as per annexure-C as enclosed herewith	Rate to be quoted as per annexure-C as enclosed herewith
Tenderer is requested to quote rate of individual item in Annexure: – C.							
Note:- The departmental assessed cost is inclusive of GST other charges if any.							

Srl. No.	SPECIAL TERMS AND CONDITIONS OF ANNUAL MAINTENANCE OF CONTRACT
1.	<p>The Contractor will be paid for the services rendered by service engineer. The rate will be for 8 (eight) hours of service per day on the days spent on deputation. If the work is completed within 8 hours, minimum per day service charges will be paid by Railways at the accepted rates.</p> <p>For every additional hour of service beyond 08 (Eight) hours, an extra amount per hour as accepted will be paid. The service charges of service engineer shall include lodging/boarding/local traveling and any other incidental charges thereof. No payment in advance will be arranged by the Railway for service engineer's visit on the machine/Engine.</p> <p>In case of urgency, if the Railways call the service engineer to travel by Air, the airfare for economy class from Kolkata to the Airport nearest to the work site will be reimbursed to the contractor. If the distance travelled is required to be covered by Air in unavoidable circumstances, Dy.CE/TM/Line/KGP or CE/TM/SER will then be the approving authority for calling service Engineer by Air travel.</p>
2.	<p>The contractor shall depute technically qualified and experienced service engineer for attending the track machines/engine under AMC. The service engineer shall attend the machines/engine with the required tools and spares. After noticing the trouble/defect and assessing the requirement of spares, if the required spares are not brought by the service engineer then it is the responsibility of the firm to arrange the spares covered under AMC and re-deploy the service engineer to attend the problems already noticed/detected or otherwise the firm is required to inform the Railway about readiness of the material for re-calling the services of service engineer to attend the noticed troubles. Non PAC material will be arranged by the Railway if required in exceptional circumstances.</p>
3.	<p>The Contractor shall depute their technically qualified and experienced service engineer as early as possible within 3calendar days (three days) on receipt of a written request / demand letter / Fax/ email issued by CE/TM/SER, Dy.CE/TM/HQ from HQ and Dy.CE/TM/Line/KGP, AXEN/TM/Depot/SNY, AXEN/TM/Depot/KGP from respective division of the Railway. However, in case service engineer reaches the site after 3calendar days from the date of receipt of the written request of Railways, a penalty of 25% of the per day (1st day charges/extra day charges) regular working hours charges shall then be leviable/imposed on the contractor. The penalty shall be on the number of days delayed beyond 3 calendar days or the days spent on deputation, whichever is lower. Penalties shall be recovered from the pending bills on hand. In case of call for attending the machine on the last date or nearing the end of AMC validity, deputation of service engineer period of 3 days shall be provided by Railways even if it falls beyond the AMC validity.</p>
4.	RATES
4.1	<p>The rates entered in the accepted schedule of items, quantities are intended to provide for works duly and properly completed as per contract conditions and specifications for the whole of the work. The rates as given for the different items of work are deemed to be workable rates for the respective item of work without being dependent in any manner whatsoever on the quantity specified against the concerned item of work or specified for any other item of work in schedule of items, quantities and rates in tender document.</p> <p>Inspection of spare parts supplied during AMC period will be done by In-charge of Stores/TM of the respective division.</p>
4.2	<p>The accepted rates of the spare parts will remain firm during currency of the contract. The contractor should note that the rates accepted shall cover all operations necessary for the satisfactory completion of the work in all respect. However, the assistance like unskilled Labour, Tools and tackles. Fuel, Water, Light, Crane etc. if available in the machine will be provided by the Railway free of charges to the firm/agency.</p>
5.	<p>PAYMENT OF GST/Taxes:-At the applicable rate on the components/spares shall be paid separately. The spares and services shall be taxable in accordance with their HSN classifications and SAC clarifications respectively at the rate as provided in the schedule of rates given by the Government.</p>
6.	<p>PAYMENT OF NEW TAXES:- Any changes in taxes and/or introduction of new taxes/levies by the Central/State Government would be applicable under the AMC and payable by the Railways. Taxes will be applicable according to the statutory changes by the Central /State Government, if any which shall be corrected accordingly and shall be made on production of documentary evidence as per extant rules. Deduction of Income Tax shall be as per extant rules. On request, certificate for TDS shall be provided through Finance Deptt. at the end of the financial year.</p>

7.	<p>DELIVERY OF SPARE PARTS:-The Firm should deliver the spare parts to consignee i.e. SSE/TT/SINI/Store and SSE/TT/KGP/Store. In emergency, Railway staff will collect the spare parts from Ex-works, Kolkata or from other locations in West Bengal/Jharkhand.</p> <p>Schedule of delivery shall be as follows:</p> <p>Transportation of spares will be arranged by the firm, Including packing & forwarding, Freight charges and insurance charges, if any.</p> <ol style="list-style-type: none"> Delivery of all spares/repared sub-assemblies is FOR Kolkata. Spares shall be delivered within 30 days for indigenous items or earlier from the date of receipt of order and within 60 days for imported items or earlier from the date of receipt of order. In case of orders placed on the last date or nearing the end of AMC validity, the Delivery period of 30 days for indigenous spare parts & 60 days for imported spare parts and service charges for the day(s) spent for repairing /maintenance shall be provided by Railways even if it falls beyond the AMC validity. For delayed supply of spare parts, Railway shall recover from the Contractor's Bill payment as agreed Liquidated damages and not by way of penalty a sum equivalent to ½ % (half percent) of the price of any stores (all inclusive) which the contractor has failed to deliver within the period fixed for delivery in the work order or as extended for each week or part of the week during which the delivery of such stores may be in arrears, up to a maximum 10% of value of the delayed supplies, unless otherwise provided specifically in the work order/contract. Tenderer may not claim exemption of LD as of right what so ever. In case of orders placed on the last date or nearing the end of AMC validity, the delivery period of 30 days for indigenous items /60 days for imported items shall be provided by Railways even if it falls beyond the AMC validity. Extension of delivery period for such work order may also be granted by the competent authority if required even if it falls beyond the AMC validity. The supply of the materials/spares in parts may be accepted with part payment. However, in case of non-supply of any material covered under this AMC within original/extended delivery period, supply order will be terminated for those items with General Damage (GD) @ 5% of value of the defaulted supply only. Such GD will be recovered from firm's running bill or Performance Guarantee (PG).
8.	<p>ALTERNATIVE AGENCY:- Due to any reason, if the service engineer is not able to attend the machines when demanded urgently or there is likelihood of delay thereby increasing the downtime of track machine, the Railway reserves the right to get the failure of the engine fitted in machines attended by alternative agency to reduce the downtime of track machines with intimation to the contractor. For such repairs no exclusion in warranty clause shall be entertained.</p>
9.	<p>Railway takes no responsibility for any accident/mishap to service engineer during traveling or during rendering service at work site. However, necessary available first aid service will be provided by the Railway, if required.</p>
10.	<p>If any component from the list submitted by the firm is required to be changed while on deputation, the engineer would do the same, which will be duly certified by the In-charge of the machine and it will be billed at the rates as per price list. The rates given in the price list are exclusive of taxes, which will be charged extra as applicable at the time of delivery. Released components to be returned to Railway after repairing of the components.</p>
11.	<p>If service engineers are called for preventive checkup, the checkup is to be done on the basis of check list prepared mutually by machine in-charge and service engineer on the basis of history of the engine.</p>
12.	<p>The contractor at the end of each deputation of their engineer will raise bills directly on the Railway with a certificate from the machine in- charge that the engineer had attended for the number of days and hours claimed and satisfactorily carried out the job.</p> <p>The bill should clearly indicate number of days and hours claimed separately and indicate the date of demand for deputing service engineer and the originating location for the journey.</p>
13.	<p>WARRANTY OF SPARES:- Warranty clause Guarantee/Warranty terms, Warranty period 01 (one) year from the date of invoice or 1800 hrs of operation whichever occurs earlier is applicable. Firm should submit warranty certificate from OEM along with supply.</p> <p>WARRANTY ON SERVICES:- For servicing/repair/overhauling, the contractor will provide guarantee for Minimum 6 (Six) months or 1000 ERH whichever is earlier, against faulty workmanship and defective manufacturing of parts. If it fails within that period/hours then free servicing will be made by the firm.</p> <p>Any manufacturing defects of the spare parts and its unsuitability to the Engine (within warranty period); the same shall be replaced on free of charge basis within 60 days from the date of receipt of written complaint.</p> <p>After receiving the materials by machine-in-charge or after fitting the spares in the engine, the certificate of date of fitment or date of receiving the spares should be sent to HQ/Divisional HQ/Group In-charge with written signature for confirmation with released materials returned to store. Then only warranty period will be calculated.</p> <p>In case of any spares/overhauled engine/repared components rejection arises due to unsuitability of the spares/overhauled engine/repared components, the same will be replaced within 60 days from the date on which the purchaser calls upon him for the replacement of the defective stores, otherwise penalty will be charged at the rate of 0.5% of spare's/overhauled engine's/repared component's value per day and maximum upto 10% of the spare's/overhauled engine's/repared component's value. The decision of the purchase in regard to the contractor's liability under this warranty shall be final and conclusive.</p> <p>During Servicing, if any component from the accepted spares is required to be replaced the service engineer would do</p>

	the same, duly certified by the In-charge of the machine/Engineer at Site and the Contractor shall return the released spare parts to the Railway.
14.	<p>PAYMENT TERMS:- Railway shall make payment at the earliest through NEFT on submission of bill by the Firm, duly certified by the authorized Railway officer in-charge of the work that the work has been completed to the satisfaction of the Railway and the spare parts and components are changed during the repairing work are as per the accepted rate list, terms and conditions of the agreement. Mandate form as per Annexure –‘G’ should be submitted by the tenderer before execution of agreement.</p> <p>Bill Passing officer:-Dy.CE/TM/Line/KGP and bill paying officer:-AFA (WS)/SINI.</p>
15.	EARNEST MONEY/SECURITY DEPOSIT: - The firm is exempted from depositing Earnest Money/Security Deposit.
16.	<p>PERFORMANCE GUARANTEE:-</p> <p>The procedure for obtaining Performance Guarantee is outlined below:</p> <p>(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days 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 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.</p> <p>(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:-</p> <ul style="list-style-type: none"> (i) A deposit of Cash; (ii) Irrevocable Bank Guarantee; (iii) Government Securities including State Loan Bonds at 5% below the market value; (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India; (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India; (vi) Deposit in the Post Office Saving Bank; (vii) Deposit in the National Savings Certificates; (viii) Twelve years National Defence Certificates; (ix) Ten years Defence Deposits; (x) National Defence Bonds and (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of PFA (free from any encumbrance) may be accepted. <p>(N.B.:- The payment of Performance Guarantee in the form of Pay order/Demand Draft/Cash should be made in favour of "PFA & S. E. Railway 11, Garden Reach Road, Kolkata- 700 043" under allocation number: 00844506.)</p> <p>(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.</p> <p>(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.</p> <p>(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.</p> <p>(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.</p> <p>(g) 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:</p> <ul style="list-style-type: none"> (i) 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. (ii) 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. (iii) The Contract being determined or rescinded under clause 62 of these conditions.
17.	<p>Arbitration Clause:- In the event of any dispute, difference etc. in interpreting the various clauses of this Agreement or in the actual working of the contract, the same shall be dealt as per provision in the GCC- April -2022 (with latest Correction slips) as applicable upto the date of opening the tender and may be referred to by either of the parties to the General Manager of the concerned Railway or to anyone specially nominated by him on his behalf for arbitration and his award is binding on both the parties. The provision of clauses 63 & 64 of GCC, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof shall apply to the Arbitration proceeding. The place of Arbitration proceeding will be at Kolkata only.</p>

18.	VARIATION IN AMC VALUE:- As far as possible the expenditure will be kept within the departmental assessed cost. Work beyond the departmental assessed cost will be executed only with the prior approval of the competent authority & will be Governed by GCC-April - 2022 (with latest Correction slips) as applicable upto the date of opening the tender.
19.	PERIOD OF AMC:- The contract agreement will be valid from date of issue of LOA upto 31.03.2027 for 2026-27 and up to 31.03.2028 for 2027-28 thereafter it can be extended further up to a period of one year with mutual consent of both the parties on same rates, terms and conditions of the contract.
20.	<p>Fall Clause:-(i) The price charged for the stores supplied/services rendered under the Contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores/service or offer to sell stores/service of identical description to any persons/organizations including the purchaser or any Department of Central Government or any Railway Office or any Railway undertaking, as the case may be, during currency of the contract. The lower price will be applicable to supplies made/services rendered after the date of coming into force of such reduction or sale or offer to sell at a reduced rate.</p> <p>(ii) If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores/service to any persons, organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be at a price lower than the price chargeable under the contract, they shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied/services rendered after the date of coming into force of such reduction or sale or offer of sale, shall stand correspondingly reduced.</p> <p>(iii) The Contractor shall furnish the following certificate to the concerned Accounts Officer along with each bill for payment of supplies made against the contract.</p> <p>"I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied/services rendered to the Government under the contract herein and such stores/services have not been offered / sold by me/us to any person /organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be, up to the date of bill, at a price lower than the price charged to the Government under the contract."</p>
21.	All the IRS / GCC conditions are applicable to this AMC as this agreement will be governed by Indian Railways Standard General Conditions of Contract –April 2022 (with latest Correction slips) as applicable upto the date of opening the tender.
22.	Termination Clause:- During the subsistence of the Contract, this Agreement may be terminated by either party by giving one Calendar month Notice.
23.	If not specified in any of the causes above, the terms and conditions of contract will be governed by the latest Railways General Conditions of Contract on the date of opening of tender.
24.	% of GST with their SAC classifications will be applicable in addition to rate quoted. As per current condition of GST is 18% and in case of GST rate change it will be applicable as per GST rate decided by Govt. all these quoted rate is excluding GST and The Agency will submit proof/evidence for submission of GST amount applicability in each bill. % of GST will be applicable at the time of submission of invoice.

Signature of Tenderer with Office Stamp