

stipulated time as per time schedule and LD will be levied . Thus the number of days delay in submission of GA drawing plus the number of days delay in supply of machine together will be taken as the delay in supply of machine, for the purpose of calculations of LD .However, if the contractor supplies the machine before original delivery period as per Contract the number of days by which machine has been supplied earlier than original delivery period that many days will be subtracted from the delay in submission of GA drawings and LD will be levied accordingly. Delays in approval of the drawings by consignee will not be on account of Contractor, except as detailed below.

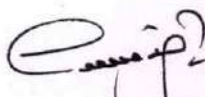
- 11.2.3 In case Consignee finds some deficiencies in the Drawings and returns the same for rectification to the 'Contractor', the contractor must return the rectified drawings within 30 days from the date of issue of letter by Consignee. This period will not be counted towards LD calculation. The consignee shall ensure that all deficiencies in the Drawings shall be pointed for clarifications to the firm together at one time only instead of piecemeal multiple reference.
- 11.2.4 A repeat back reference(s) by Consignee to Contractor pointing out further defects/deficiencies in the Drawings, will be considered a delay on account of the contractor, except for special circumstances like change in location, review of arrangement etc. Thus, Contractors must take utmost care in ensuring completeness as per requirements of the Consignee.
- 11.2.5 Where GA Drawing cannot be approved by consignee due to clear site not being available etc., the Consignee must inform Contractor and PCME / Central Railway explaining the exact delay. However, initiative must be taken by Contractor to obtain such a certificate from Consignee. Contractor must bring any difficulty/dispute to the notice of PCME / Central Railway immediately.
- 11.2.6 In their own interest, contractor must maintain a log of events in this respect with clear dates and regularly inform consignee and and PCME / Central Railway to avoid wrong levy of LD. Consignees must cooperate with Contractors by providing all assistance, including clear information about any expected delays in site availability, promptly and in writing.
- 11.2.7 If an order has been placed on the firm, the firm will have to advise the consignee well in advance regarding requirement of road permit and assistance required from the consignee, if any, so that delay on this account is avoided. Firm should also visit the site before dispatch of machine to assess the condition of path to be used for movement of trailer.

12

11.3 DISPATCH OF THE MACHINE FROM MANUFACTURER WORKS:

- 11.3.1 The supplier should normally dispatch the machine only after the foundation is ready for installation and commissioning of the machine on arrival.
- 11.3.2 In case of delay on part of consignee in providing the clear site for construction of foundation or any other facility as specified in the contract to the supplier, the supplier will report the matter to consignee and PCME/Central Railway.
- 11.3.3 In case proving of component at manufacturer works, the supplier should request for the same as soon as possible after receiving contract keeping

21



उप मुख्य यांत्रिक अभियन्ता

मध्य रेल, मटुंगा

Dy. Chief Mechanical Engineer

allowance of transit time etc. and approximately 60 days for consignee to handover the parts after receipt of the request accompanied by appropriate and valid bid guarantee. In the event of consignee certifying the non-availability of prove out components, such components will be deemed to be proved out at manufacturer works. However, the firm will prove out these components at consignee subject to the availability.

12

12.0 INSTALLATION, COMMISSIONING AND PROVING TESTS: (ON TURNKEY BASIS)

12.1 Joint Check – The contractor or his agent would be required to carry out a joint check at consignee's end, along with the consignee, before unpacking is done, to avoid subsequent complaints regarding short shipment/transit damages. It is necessary that this joint receipt inspection be done immediately on receipt of the machine by consignee & bidder's representative to avoid commissioning delays due to shortages/transit damages. After receipt of the machine as above a Joint Receipt Inspection note (JRI) as per Annexure-B of Section-VI shall be prepared by the consignee and the firms representative indicating the tentative time schedule for various activities of installation and commissioning.

12.2 RESPONSIBILITIES OF CONSIGNEE AND BIDDER

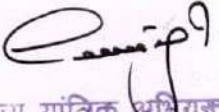
12.2.1 The consignee shall be responsible for-

- i. Provision of a clear covered (except where shed is in the scope of contract) site for construction of foundation as per the schedule to ensure its readiness before arrival of machine at site.
- ii. In case where construction of shed is also in the scope of contractor the consignee shall ensure site is encroachment and encumbrance free.
- iii. Electricity, water and compressed air for installation and commissioning of machine shall be provided free of cost within one week of arrival of machine at site.
- iv. Wherever a road mobile crane has to be arranged by the supplier for material handling, a clear approach for it up to the site has to be provided.
- v. Clear covered space for storage of material/equipment required for working/ construction of foundation and installation of the machine etc.
- vi. The consignee shall arrange the raw material for prove out at their end within 15 days of the dry run of the machine (installation, power connection, auxiliary connection like air, water connection) failing which such components will be deemed to have been proved out. The components supplied by the consignee in time will be required to be proved out as per time schedule chart.
- vii. The inspection of foundation, structures etc. and installation of the machine shall be done by authorized representative of consignee.

12.2.2 The bidder shall be responsible for-

- i. Design & Construction of foundation, flooring of sufficient thickness, civil works (in line with scope of supply) suiting local soil conditions at the site in compliance with clause 3700 (3701 to 3704) of Bid Document Part-I.

22


उप मुख्य यांत्रिक अभियन्ता
मध्य रेल, मटुंगा
Dy. Chief Mechanical Engineer
Central Railway Matunga

- ii. Advise consignee in time regarding schedule for requirement of clear site for construction of foundation and other infrastructure, resources & facilities required.
- iii. Construction of foundation as well as flooring (if required) of sufficient thickness suiting local soil conditions, for machine shall be completed by the bidder at the site provided by the consignee before receipt of the machine at their premises.
- iv. Provision of all tools and equipment, technical and unskilled manpower, material handling accessories/ equipment and material for installation and commissioning.
- v. Unloading of the machine on receipt (both imported and indigenous machine) and its movement to the site of installation including provision of road mobile crane.
- vi. The bidder should ensure the proper earthing for the machine and its peripherals/accessories.
- vii. The bidder shall be responsible for meeting all the criteria set by State Pollution Control Board and Central Pollution Control Board, wherever applicable, with respect to air, water, noise, land etc. The bidder shall be responsible for obtaining clearance/certificate for installation/commissioning /operation of the machine/system supplied. The consignee will provide the administrative help for establishment of communication with the Pollution Control Board.

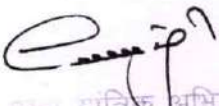
12.3 Consignee will provide only 415 V+10%/-20%, 3 phase 50 Hz \pm 3% AC supply at a single point (mains). All types of cables, connections, circuit breakers etc. required for connecting power supply point to different parts of the machine/control cabinets, shall be the responsibility of the bidder. Requirement of grounding/earthing with required material shall also be incorporated by the bidder during construction of foundation.

Electrical work like laying of power/electrical cables & earthing wires from mains to machine control panel (upto 20 meters) as well as within the machine, with supply of all materials shall also be carried out by the supplier.

12.4 The supplier shall demonstrate machine performance and prove out the claimed capability for successful commissioning at the consignee's works as per clause 2.4 of Section-IV. The M&P shall be deemed to be "commissioned" at consignee premises on the date when it is tested and meets with the specified capabilities/functions according to the technical specifications. In addition to above, in case of tooled-up M&P, the M&P shall be deemed to be "Commissioned" at consignee premises on the date when "prove out" components specified as per the relevant clause of technical specification have been successfully proved out meeting the productivity requirements of Technical specification. The consignee shall arrange the raw material for prove out at their end within 15 days of dry run of the machine (installation, power connection, auxiliary connections like air, water etc.) failing which such components will be deemed proved out. The components supplied by consignee in time will be required to be proved out as per time schedule chart. Any delay in providing the "raw material or any other input" for proving out shall not be logged on supplier's account.

A Joint Commissioning Note (JCN) to this effect shall be made as per the format at Annexure-C of Section-VI. After issue of JCN the performance shall be watched

23


उप. मुख्य यंत्रिक अभियन्ता
मध्य रेल, मटुंगा
Dy. Chief Mechanical Engineer
Central Railway Matunga

for a period of one month, after which the PTC shall be issued. The issue of PTC cannot be delayed by more than 60 days from the issue of JCN. If some minor breakdowns are noticed after the issue of JCN, these shall be attended as per warranty obligations and suitable extension of the warranty period, under intimation to PCMM and PCME, CENTRAL RAILWAY. If PTC is not issued till the expiry of 60 days from the issue of JCN, then the issue will be discussed between consignee, supplier and PCME Central Railway OFFICE. Based on this, decision to issue PTC will be taken by PCME, CENTRAL RAILWAY.

- 12.5 If an assembly/sub-assembly requires to be taken back to the manufacturer's premises for repair/replacement either before commissioning or during warranty, the manufacturer or his agent would be required to submit BG of suitable amount. In case the entire machine has to be taken back, a Bank Guarantee for the cost of the machine would have to be submitted. The bank guarantee should be of adequate value so as to cover the cost of the assembly/sub-assembly/paid up cost of the machine.

13.0 SERVICE FACILITY IN INDIA AND TECHNICAL SUPPORT

- 13.1 The tenderer will clearly spell out in the offer the facilities available with him or his agent for providing adequate after-sales service in India during warranty period in the appropriate section of Annexure 'A'. The complete details such as organization for after sales service, availability of technically competent engineers and warehousing facilities for spares should be clearly indicated. Bidders not offering complete servicing/repair facilities in India to ensure quick response to maintenance/ servicing calls are not likely to be considered.
- 13.2 After the warranty period and CAMC period, if any, the manufacturer or his agent shall agree to provide service supports for trouble shooting and obtaining spare parts. The manufacturer shall be obliged to provide spare parts required by the Purchasers for a period of 12 years from the date of delivery of the machine at the ultimate destination to safeguard against obsolescence.
- 13.3 Tenderer who are OEM, shall undertake to supply spare parts for a period of expected life of machine. Other tenderers shall submit undertaking from OEM for supply of spare parts for a period of expected life of the machine.
- 13.4 During warranty period, the supplier or his authorized agent shall attend for break down as soon as possible, but in no case later than 72 hours of receipt of intimation of the breakdown.

14.0 BOUGHT OUT ITEMS

- 14.1 The bidder shall furnish along with the offer a list of all critical items/ subassemblies which are bought out by the bidder and proposed to be used, along with the manufacturer's name, brand model etc.
- 14.2 The bidder should clearly indicate that in case of components/sub-assemblies taken from reputed companies such as Vickers, Rexroth, RITTAL, THK, and Shenburger etc., the parent company has already entered into contract with their Indian units/affiliates for undertakings repairs/after sales service during warranty and post warranty.

S.No.	Sub-assembly	Make
1.	Hydraulic System	Rexroth/Vickers/Yuken/Atos/Parker/Hawe/ Hydac/ Wipro / L&T/ Bosch/SLM/ Vickers-Sperry/

24

उप मुख्य यांत्रिक अभियन्ता

मध्य रेल, माटुंगा

Dy. Chief Mechanical Engineer

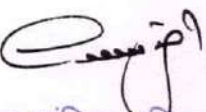
Central Railway Matunga

2.	Air conditioner for Control cabinet	RITTAL/Warner Finley/Kelvin / M&G Cooling / Advance/ Sunbeam/ WALIA/ Tropicool/Voltas/ Carrier/Dry Cool System India Pvt. Ltd./ COSMOTEC
3.	Lubrication System	Cenlub/Dropco/Vogel/ Rexroth/ BijurDelimon/ Centraline/ Jaguar/ SKF LINCOLN
4.	Electrical Control Cabinet	RITTAL/ Siemens/RISHA/ MAX or of other reputed make with IP55 Protection level
5.	Servo Controlled Voltage Stabilizer	Servomax/Consul/Aplab/ Golden/ Powerguard/ Tsi Power / Neelkanth/ Unity Controls Pvt Ltd.
6.	Ultra Isolation Transformer	Servomax/Consul/Aplab/ Golden/ Powerguard/ Tsi Power / Neelkanth/ Unity Controls Pvt Ltd.
7.	A.C. Motors	NGEF/BBL/ABB/KEC/Crompton/ Siemens/ Allen Bradley / Hindustan Motors/ Bonfiglioli/ Rossi/ NORD/Grundfoss/Lowara/Ebara
8.	Proximity Switch	Elap/ Schneider/ Omron/ Scanner / Shubhada (Electronic switch) /Honeywell,USA/ Balluff/ PEPPERL & FUCHS/ Siemens/BCH
9.	Contactors	Siemens/BCH/ABB/Schneider/L&T
10.	Limit switches	BCH/Siemens/L&T/Teknic/Euchener/Honeywell,USA/ Balluff/ Pepperl& Fuchs/Omron/C&S/ Speed-O-Control /CCE / Electromag /Anand System
11.	Push button	Teknic/Siemens/ Schneider/BCH / ESBEE/ISHNAV/ RASS/ L&T
12.	'O' Rings & rubber seals	Merlin/Parker/Busak/Hunger/Merkel/Soloseal/ Walkersolo/ Halite / Seal Mart/Aston/PRP
13.	Cable/wire	Siemens/Indramat/ Hubershauer/ Finolex/Havells / Polycab/Lapp/ Roliflex /RR Kable/R K Cable /KEI/C&S /Universal/CCI/ICC/ National/ IGUS/ Rallison/ Paragon/KabelSchlepp
14.	PLC	Siemens/Fanuc/Mitsubishi/Messung/Hitachi/ ABB/ Allenbradley/ Schneider/ L&T/LG/ Delta
15.	Air circuit breaker	Siemens/L&T/ ABB/C&S
16.	Connectors	Harting/Kontakt/L&T/Omron/ Indoelectric/ Phonix/ Connet well/ Siemens/BCH/ABB/Schneider/L&T/ GWE/C&S/ Telemecanique/ GE/Schemersal/ Pilz/ Balluff/Sick/Turck/Allen Bradley
17.	Hydraulic seamless tubes	Parker/Maharashtra seamless/Indian seamless/ Gandhi Special Tubes/ SainestThyssenkrup
18.	MCCB	Schneider/ABB/Siemens/L&T/C&S

15.0 COLOUR: The machine and its accessories shall be painted in Apple Green Colour No.281 to IS:5-1978, (if any specific colour code standardized by BIS is available, the same be given). The machine can also be painted in equivalent RAL/DIN/other International Standards. If there is a standard color scheme of the manufacturer, the same can also be considered and may be specified.

16.0 WARRANTY OBLIGATION –The following conditions regarding Maintenance and reliability shall also apply: -

25

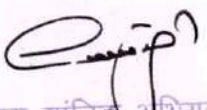

उप मुख्य यांत्रिक अभियन्ता
मध्य रेल, मटुंगा
Dy. Chief Mechanical Engineer

- 16.1 The duration of Warranty shall be 02 years from the date of commissioning of the machine. The machine shall be designed for a life of 20 years with regular maintenance and all the structural members of the machine and the foundation shall be guaranteed for 15 years against cracks breakages and etc. during the course of normal operations. Tenderer would submit suitable undertaking.
- 16.2 In addition to warranty obligations the warranty period would also cover comprehensive preventive maintenance, which will be inclusive of all spares, material and labour cost. All maintenance consumables like lubricants and grease except hydraulic oil / machine coolants shall form part of the scope of the preventive maintenance during the warranty. The cost of preventive maintenance to be carried out during warranty period should be quoted separately.
- 16.3 The payment of preventive maintenance schedule carried out during warranty period shall be made by Consignee annually at the end of each year after completion of the work and issue of certificate by the consignee as per Annexure-D of section-VI.
- 16.4 The machine shall at all times give contractual out-put and accuracy. Any deficiency or break down for a total of 02 hr. or more for a day would be treated as failure for the day, for the purpose of extending warranty period..
- 16.5 The tenderer shall ensure that in case a failure is reported by a consignee, qualified service engineer shall visit the site within two days from the date of complaint on calendar day's basis. The period of three days (excluding date of complaint) after the failure reported shall be treated as grace period, which will not count towards breakdown time for up to one failure per month and a maximum of 3 failures per quarter. In case the number of failure exceeds one failure per month or three during any quarter of warranty, grace period of only 1 day will be permissible for such additional failure. Complaints shall be lodged by consignee by fax phone, e-mail or per bearer at address given by the tenderer.
- 16.6 The details of preventive maintenance to be provided during warranty period shall be indicated by the tenderer giving details of type of preventive schedule, periodicity on items to be checked, items to be replaced and expected plant down time in the following format:

S.No	TYPE OF PREVENTIVE SCHEDULE	PERIODICITY	ITEMS TO BE CHECKED	ITEMS OF REPLACEMENT	EXPECTED PLADOWN TIME

Preventive maintenance schedules shall be conducted on weekends as far as possible or any other day through mutual agreement with consignees. Total breakdown hours shall be calculated after discounting grace period and preventive maintenance period.

- 16.7 Maximum permissible down time till it is restored back to the contractual output and accuracy levels, in any quarter of the year during the warranty period, shall be 150 hrs. in case the total breakdown period in any one of year during warranty period, exceeds 500 hrs., the consignee shall inform the same to PCMM and PCME CENTRAL RAILWAY. To ensure this a record of breakdown


उप मुख्य यांत्रिक अभियन्ता
पथ रेल, मटुंगा
Dy. Chief Mechanical Engineer

(duly signed by shop in charge) in hours on quarterly basis should be maintained by the consignee and joint report with the contractor shall be made for each breakdown attention. At the end of first and second year of warranty, these details of breakdown hours during warranty period should be advised to PCMM and PCME CENTRAL RAILWAY as per performance appraisal report given in Annexure – D of section –VI. The firm will then request Consignee for release of WBG annexing the performance appraisal report as per Annexure-D of Section-VI and the breakdown details mentioned above.

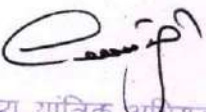
Penalty will be levied on the bidder for breakdown period on working days basis (excluding holidays) after discounting for the grace period. Penalty will be calculated as percentage of annual preventive maintenance charges and will be deducted from the respective annual payments as under:

Breakdown period	Applicable penalty
Up to 150 hours in each quarter and not exceeding 500 hours annually	Nil
Exceeding 150 hours - up to 200 hours in any quarter and not exceeding 500 hours annually	5 % of annual preventive maintenance charges
Exceeding 500 hours - up to 750 hours annually	10% of annual preventive maintenance charges
Exceeding 750 hours - up to 1000 hours annually	25% of annual preventive maintenance charges
Exceeding 1000 hours annually	50% of annual preventive maintenance charges and Encashment of Warranty Bank Guarantee besides other action like noting adverse performance of the bidder and/or agent for future tenders and their offer in the subsequent tenders will not be considered for placement of any order.

- 16.8 The Consignee, without prejudice, shall be entitled to forfeit the amount of WBG furnished in respect of Warranty in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the warranty provisions under reference or failure to extend the validity of WBG for the period of break down occurred during warranty period. Breakdown period exceeding 1000 hours annually, apart from encashing WBG other actions like noting down the adverse performance of the bidder and / or agent for future tenders and their offer in the subsequent tenders will not be considered for placement of any order. The firm will then request to Consignee for release of WBG annexing the performance appraisal report as per Annexure-D of Section-VI.

17.0 COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

- 17.1 Tenderers are required to quote for a comprehensive Annual Maintenance Contract for the machine supplied against this specification for a period of five years on yearly basis giving the rates for each year i.e. first year, second year... so on., which will be inclusive of all spares, material and labour costs. The duties and taxes as applicable should be indicated separately. All consumables, spares and materials shall form a part of the scope of comprehensive AMC except as follows.


उप मुख्य यांत्रिक अभियन्ता
मध्य रेल, मटुंगा
Dy. Chief Mechanical Engineer
Central Railway, Matunga

- a. Diesel/Fuel, lubricating oils or coolant
- b. Major machines elements/structural members which are under guarantee for a period specified in clause 16.1 as stipulated in 'warranty obligations' requirement.
- 17.2 CAMC shall be operated, managed and paid by the consignees indicated under clause 3 of Section IV. The consignee shall indicate the bill payment authority & custodian of the CAMC BG. No further agreement is required for operating CAMC at consignee end.
- 17.3 CAMC is a part of scope of supply, in case of concomitant requirement and included in commercial evaluation criteria vide clause 5 of Section-IV.

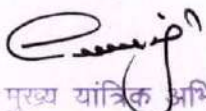
The detailed terms and conditions of CAMC shall be as given in following clauses:

- 17.3.1 The duration of CAMC shall be 5 years from the date of expiry of warranty. Rates for CAMC shall be quoted by the tenderer on yearly basis, which will remain applicable during the duration of CAMC and not subject to any variation except any statutory changes in taxes and duties as compared to quoted rates.
- 17.3.2 The tenderer must provide CAMC services at the consignee location without any precondition. The CAMC should include complete responsibility for the bought out sub-assemblies and components like CNC system, diesel engine, AC unit etc.
- 17.3.3 The details of preventive maintenance services including cleaning of machine to be provided under CAMC shall be provided by the tenderer in the following format.

S.no	Type of preventive schedule	Periodicity	Items to be checked	Items of Replacement	Expected plant down time
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- 17.3.4 Preventive maintenance shall preferably be conducted on weekends through mutual agreement with the consignee. Each preventive maintenance schedule normally shall not exceed one day. The total shutdown time for preventive maintenance should be kept as low as possible but not more than 60 hours/month (averaged over the quarter) including time for cleaning, weekly, fortnightly, monthly, quarterly schedules etc. The preventive maintenance regime offered must be aimed at achieving minimum 90% uptime of the plant excluding the plant down time for preventive maintenance schedules.
- 17.3.5 The tenderer shall ensure that in case a failure is reported by a consignee, qualified service engineers visit the site within 3 days from the date of complaint on calendar days' basis. This period of 3 days (excluding date of complaint) after the failure report shall be treated as grace period, which will not count towards plant down time for upto one failure per quarter and a maximum of 4 failures per annum. In case, the number of failures exceed one during any quarter or four during any year of CAMC, grace period of only 2 days will be permissible for such additional failures. Complaints shall be lodged by consignee by fax, e-mail or per bearer at address given by the tenderer. The responsibility to keep the failure reporting address details current will rest with the tenderer.
- 17.3.6 In case preventive maintenance is carried out along with breakdown maintenance schedule; preventive maintenance time will be deducted from breakdown time of the plant.
- 17.3.7 **Penalty Clause:** Penalty shall be levied on the tenderer for maintaining plant up time below the limit of 90% calculated on working day basis, after discounting for grace period and preventive maintenance period. Penalty shall be calculated as

28

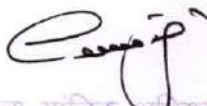

उप मुख्य यांत्रिक अभियन्ता
मध्य रेल, मटुंगा

Dy. Chief Mechanical Engineer

%age of quarterly payment and will be deducted from the respective quarterly payments. Penalty calculation will be done over quarterly payment period.

S.No	Availability Slab	Applicable Penalty
1	90% to 80%	0.5% for every 1% (or part thereof) reduction in availability of plant below 90%.
2	Below 80%	1% for every 1% (or part thereof) reduction in availability of plant below 80%.

- 17.3.8 A Bank Guarantee equal to 10% of the total value of CAMC for 05 years subject to a minimum value of 2% of total value of Contract (excluding CAMC charges) will be submitted by the tenderer to the consignee 90 days before the expiry of warranty. The CAMC BG will have the validity of 05 years 6 months. The bidder can submit multiple BG for lesser duration to cover the period of 05 years 6 months if permitted by consignee, ensuring the uninterrupted validity of the CAMC BG for 5 year 6 month. If CAMC is extended due to any reasons subsequently BG for CAMC extended. The confirmation for the submission of this BGs will be submitted to consignee for the release of WBG. The CAMC BG will be returned on completion of CAMC period. In Case, the tenderer fails to provide CAMC service successfully; the CAMC BG will be forfeited. This will be in addition to penalty as per clause 17.3.7 above. This provision would not be applicable where the advance payment is made
- 17.3.9 Plant up time of less than 60% for two consecutive quarters will constitute complete failure of tenderer to provide the CAMC services successfully and will result in forfeiture of CAMC BG, besides other action like noting adverse performance of the bidder and/or agent for future tenders and their offer in the subsequent tenders will not be considered for placement of any order. This will be in addition to penalty clause 17.3.7 above for the period of actual performance.
- 17.3.10 As per clause 5.1.1 of Section V, where CAMC is part of evaluation of offer, it is the sole responsibility of bidders to stock all spares and materials as required for smoother execution of CAMC in order to achieve response time in compliance to machine availability as per stipulated requirements.
- 17.3.10.1 In all cases of plant failure except as mentioned in clause 17.3.10.2, any other spare part or material necessary to restore the plant to proper working order will be arranged by the tenderer as a part of CAMC.
- 17.3.10.2 In case of damage to the machine on account of any external factor, viz., floods, earthquake, fire, arson or sabotage, entire cost of spare parts and material necessary for repair of the plant shall be borne by the railways. However, the tenderer shall provide services of their engineers free of cost as a part of CAMC to restore the plant to working order.
- 17.3.10.3 In case of damage to the plant as mentioned in para 17.3.10.2, any spare parts and material necessary to restore the plant to proper working order shall be arranged by the tenderer and charged on actual basis duly certified by authorized railway official in the next quarterly bills. The rates charged for such spare parts shall be based upon the spare part rate list provided by tenderer in compliance of clause 5.2 or any other valid document. The tenderer shall furnish documents to support the rates charged for spares used for repair under para 17.3.11(a).
- 17.3.11. Normally quarterly payment (@ 1/4th of the annual quoted rates) under CAMC will be made to the tenderer within 30 days from the end of that quarter subject


 Dy. Chief Mechanical Engineer
 Central Railway Matunga

to submission of the following documents by the tenderer to the paying authority assigned by the consignee:

- Consignee's certificate for work done as per **Annexure- F of Section-VI** with calculation of down time and penalty applicable.
- A certificate by consignee that no spare part is due with the tenderer as per clause 17.3.10 above.
- Bills submitted by the tenderer & accepted by consignee.
- Attested photocopy of the CAMC BG.

उप मुख्य यांत्रिक अभियन्ता
मध्य रेल, मटुंगा
Dy. Chief Mechanical Engineer
Central Railway Matunga

