

Amendment no.-1**Dedicated Freight Corridor Corporation of India Limited**

(A Government of India Enterprise)

Name of work: Operation & Maintenance of 09-3X Dynamic Tamping Machine (57086) including supply of spares (as per requirements) for 12 Years with in DFCCIL Network/CGM DFCCIL/Ambala.

Tender notice no. EDFC_CGM_UMB_TM_2024_1

Sr. No.	Tender document page no.	Sub clause	Condition as per the document	Amendment in the Tender document
1.	10 of 148	Note 4	The tender documents shall be submitted in online mode only through website www.ireps.gov.in in Single e-Packets only. Detailed credential as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in technical bid. Summary of Prices (Form No. 3) with % age above or below or at par on the amount of schedules "A" and "at par" on amount of schedule "B" (rate for the schedule "B" items will be paid as per the rate referred in the latest approved spare part rates of [North Central Railway] copy of which is attached as Annexure-I to this tender) duly filled in along	The tender documents shall be submitted in online mode only through website www.ireps.gov.in in Single e-Packets only. Detailed credential as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in technical bid. Summary of Prices (Form No. 3) with % age above or below or at par on the amount of schedules "A" and "at par" on amount of schedule "B" (rate for the schedule "B" items will be paid as per the rate referred in the latest approved spare part rates of [Northern Railway] copy of which is attached as Annexure-I to this tender) duly filled in along
2.	15 of 148	ITT- Clause 1.3.1 (vii)	Location Works are to be executed anywhere in the jurisdiction of DFCCIL and the contractor shall be bound to execute the work without any extra cost.	Location Works are to be executed anywhere in the jurisdiction of entire DFCCIL and the contractor shall be bound to execute the work without any extra cost. (Tender inviting unit i.e. CGM/UMB unit will pay the submitted bill even if machine works in any CGM unit across DFCCIL.)

उप मुख्य परियोजना प्रबन्धक/इंजी.


Dy. Chief Project Manager/Engg Page 1 of 12

डी.एफ.सी.सी.आई.एल, अम्बाला

DFCCIL, Ambala

3.	16 of 148	ITT- Clause 1.3.2 (b) I (3)	Certificates for authenticity of documents: - Form No. 22	Certificates for authenticity of documents Form No. 21
4.	24 of 148		<p>Definition of similar work:</p> <ol style="list-style-type: none"> 1. Operation and Maintenance of ON Track Machines anywhere in Railway Sector in any country of the world Or/and 2. Mechanized Track Maintenance using On-Track Machines anywhere in Railway Sector in any country of the world Or/and 3. Mechanized Track laying by NTC/T28 and/or renewal of track by TRT/PQRS/T28 and/or Mechanized Track deep screening, shallow screening and/or through weld renewal by mobile flash butt welding plant anywhere in Railway sector in any country of the world. Or/and 4. Any work of Supply of On-Track tamping machine(s) and it's spares for laying/maintenance of track in Railway sector in any country of the world. 	<p>Definition of similar work:</p> <ol style="list-style-type: none"> 1. Operation and/or Maintenance of ON Track Machines anywhere in Railway Sector in any country of the world. Or/and 2. Mechanized Track Maintenance using On-Track Machines anywhere in Railway Sector in any country of the world. Or/and 3. Mechanized Track laying by NTC/T28 and/or renewal of track by TRT/PQRS/T28 and/or Mechanized Track deep screening, shallow screening and/or through weld renewal by mobile flash butt welding plant anywhere in Railway sector in any country of the world. Or/and 4. Any work of Supply of On Track Maintenance machine(s) and/or it's spares parts in Railway sector in any country of the world.
5.	29 of 148	ITT-1.3.14 Period of Completion	The entire work is required to be completed in all respects within 36 month from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.	The entire work is required to be completed in all respects within 144 months from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.


6.	36 of 148	ITT- Clause 1.3.33.22	<p>Technical Eligibility Criteria: - The technical eligibility for the work as per para 1.3.13.(i). A Preamble & General Instruction to tenderer above, shall be satisfied by either the 'JV in its own name & style' or 'any member having min 26 % share'. Each other member of JV shall have technical capacity of minimum 5 % of the cost of work i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 5 % of advertised value of the tender.</p> <p>Note: Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.</p>	<p>Technical Eligibility Criteria: - The technical eligibility for the work as per para 1.3.13.(i). A of Preamble & General Instruction to tenderer above, shall be satisfied by either the 'JV in its own name & style' or 'any member having min 26 % share'. Each other member of JV shall have technical capacity of minimum 5 % of the cost of work i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 5 % of advertised value of the tender.</p> <p>Note: Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.</p>
7.	36 of 148	ITT- Clause 1.3.33.23	<p>Financial Eligibility Criteria The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 1.3.13.(i). B Preamble & General Instruction to tenderer. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 1.3.13.(i). B Preamble & General Instruction to tenderer.</p> <p>The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.</p> <p>Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent</p>	<p>Financial Eligibility Criteria The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 1.3.13.(i). B of Preamble & General Instruction to tenderer. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 1.3.13.(i). B Preamble & General Instruction to tenderer.</p> <p>The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.</p>


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			of the concerned member's share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.	Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.
8.	73 of 148	SCC clause 1.5 (a) (i)	Maintain the machines as per maintenance Schedules (weekly, 50 Hrs, 100Hrs, 200/250 Hrs, 1000 Hrs, 2000 hrs (IOH), and 8000 POH) by providing timely consumables, spares and maintenance staff etc. by his own manpower.	Maintain the machines as per maintenance Schedules (weekly, 50 Hrs, 100Hrs, 200/250 Hrs, 1000 Hrs, 2000 hrs (IOH), and 8000 POH) by providing timely Consumables (also including all type of filters), spares and maintenance staff etc. by his own manpower.
9.	74 of 148	SCC clause 1.5 (a) (xii)	Supply of Carbide tamping tools, recoumpment of hydraulic oil (Complete replacement of hydraulic oil after its prescribed life) shall be paid separately.	Supply of Carbide tamping tools shall be paid separately.
10.	74 of 148	New SCC clause 1.5 (a) (xxxi)	-	The Cost of all consumables (all type of oils (except HSD), all type of lubricants, all type of coolant and all type of filters) required to be replaced in any maintenance schedule (starting from schedule 1 to schedule-7 (POH)) are covered in LS rate of item no.1 of form 4.
11.	76 of 148	SCC clause 1.6.2	The contractor will be responsible for ensuring the availability of machine for 8 hours in two spells every day for tamping (which might be increased by up to 2 to 3 hours depending on DFCCIL during operation) but daily average (on weekly basis) will be 8 hrs only. The two spells may be continuous or staggered. During maintenance shift, the stipulated preventive checks and schedule maintenance of Machine including all assemblies (like engines, generators, Hydraulic system,	The contractor will be responsible for ensuring the availability of machine for 8 hours in two spells every day for tamping (which might be increased by up to 2 to 3 hours depending on traffic condition over DFCCIL during operation) but daily average (on weekly basis) will be 8 hrs only. The two spells may be continuous or staggered. During maintenance shift, the stipulated maintenance of machine, stipulated preventive checks and schedule maintenance of Machine including all assemblies (like engines,

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				Pneumatic system and electrical control system etc.) or sub-assemblies' various water & HSD oil pumps, sensors etc) as specified by OEM of machine updated time to time to ensure it's upkeep shall be carried out by the Contractor. In any quarter period machine must be available for minimum 75 days.	generators, Hydraulic system, Pneumatic system and electrical control system etc.) or sub-assemblies' various water & HSD oil pumps, sensors etc) as specified by OEM of machine updated time to time to ensure it's upkeep shall be carried out by the Contractor. Overhauling of Engine is not in the scope of contract. If overhauling of engine is required at any stage, it is the responsibility of the contractor and rate will be decided, mutually by DFCCIL and contractor. Overhauling of ZF gear box is in scope of contractor. In any quarter period machine must be available for minimum 75 days.
12.	76 of 148	SCC clause 1.6.8		All tools and plants, drawings, manuals which are supplied by the DFCCIL are to be handed over back in good condition after expiry of the contract period to authorized DFCCIL unit.	All tools and plants, drawings, manuals which are supplied by the DFCCIL are to be handed over back in working condition after expiry of the contract period to authorized DFCCIL unit.
13.	77 of 148	New SCC clause 1.6.14		-	As per IRTMM manual (para 802.2b) guidelines, Ultrasonic Flaw Detection (USFD) testing of wheels must be conducted by the Contractor at own cost after every 40,000 km of machine running or within a three-year period, whichever comes first. This testing is essential to ensure the safety and reliability of our track machines. Procedure for visual & physical inspection of wheels of 'on' track machines to be followed as per RDSO report no. TM-170
14.	77 of 148	SCC clause 1.7.1		All Workshop facilities to be arranged by contractor except for repair of under frame system and for wheel turning.	All Workshop facilities to be arranged by contractor including for repair of under frame system and for wheel turning.
15.	78 of 148	SCC clause 1.9.1		The cost of spare parts and other materials will be paid by DFCCIL through schedule B of SOR item of Bill of quantity of this agreement	The cost of spare parts will be paid by DFCCIL through schedule B of SOR item of Bill of quantity of this agreement



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16.	81 of 148	SCC clause 1.15.1	For overall supervision, control and management of track machines and work, contractor shall deploy one qualified graduate engineer having Degree in Civil/Mechanical/Electrical/Industrial engineering along with overall working experience of 3 years. If contractor is not able to initially deploy the qualified supervisor as above, or provide a replacement within 15 days, a penalty of Rs. 2,00,000/- per month (for part of month- on prorata basis) per supervisor duly updated for PVC applicable for item No. 1 of SOR or part thereof will be imposed. Dy. CPM/DFCCIL is also empowered to stop the work with associated penalties under situation of shortage of qualified track supervisors/s.	For overall supervision, control and management of track machines and service, contractor shall deploy one qualified graduate engineer having Degree in Civil/Mechanical/Electrical/Industrial engineering along with overall working experience of 8 years. If contractor is not able to initially deploy the qualified supervisor as above, or provide a replacement within 15 days, a penalty of Rs. 2,00,000/- per month (for part of month- on prorata basis) per supervisor duly updated for PVC applicable for item No. 1 of SOR or part thereof will be imposed. Dy. CPM/DFCCIL is also empowered to stop the work with associated penalties under situation of shortage of qualified track supervisors/s.
17.	81 of 148	SCC clause 1.16.2	Contractor's operators should have minimum educational qualification of diploma in Mechanical / Production Engineering / Automobile Engineering / Electrical / Electronics / Instrumentation Engineering. However, if operator is having more than 5 years of working experience in Indian Railway as JE/SSE/TMC, the above educational qualification will be exempted and such operators will be deemed to have requisite educational qualification. DFCCIL reserves the right to verify bidders/contractor's claim in this regard.	Contractor's operators should have minimum educational qualification of diploma in Mechanical / Production Engineering / Industrial Engineering / Electrical / Electronics / Instrumentation Engineering. However, if operator is having more than 10 years of working experience in Indian Railway as JE/SSE/TMC, the above educational qualification will be exempted, and such operators will be deemed to have requisite educational qualification. DFCCIL reserves the right to verify bidders/contractor's claim in this regard.
18.	82 of 148	SCC clause 1.16.3	Contractor's technicians should have minimum educational qualification of Intermediate (10+2) and/or ITI. However, if technician is having more than 5 years of working experience in Indian Railway as technician, the above educational qualification	Contractor's technicians should have minimum educational qualification of ITI in any trade. However, if technician is having more than 5 years of working experience in Indian Railway as technician, the above educational qualification


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19.	82 of 148	SCC clause 1.16.5	will be exempted and such technicians will be deemed to have requisite educational qualification. Contractor's operators shall be fit in A-3 Medical category at all times during the currency of the contract. The classification of A-3 will be as per rules of Indian Railways. Contractor's staff will be required to undertake Periodical Medical Examination (PME) at designated hospitals of DFCCIL as per provisions of Indian Railway Track Machine Manual and G&SR.	will be exempted and such technicians will be deemed to have requisite educational qualification. Contractor's operators/Technicians/Helpers shall be fit in A-3 Medical category at all times during the currency of the contract. The classification of A-3 will be as per rules of Indian Railways. Contractor's staff will be required to undertake Periodical Medical Examination (PME) at designated hospitals of DFCCIL as per provisions of Indian Railway Track Machine Manual and G&SR.
20.	82 of 148	New SCC clause 1.16.10	-	Record of training and PME will be kept by linking it with Aadhar number of service providers staff.
21.	85 of 148	SCC clause 1.29.1	In case contractor is shifting machine for IOH, all transit expenses are to be born by contractor including cost of HSD. The time taken for shifting of machine for IOH/POH on DFCCIL network will be considered as free time.	In case contractor is shifting machine for IOH, all transit expenses are to be borne by contractor excluding cost of HSD. The time taken for shifting of machine for IOH/POH on DFCCIL/IR network will be considered as free time.
22.	85 of 148	SCC clause 1.30.2	During the period of warranty falling in the contract period the Contractor shall keep available an experienced engineer / manpower to attend to any defective spares supplied by the Contractor. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials or workmanship for the satisfactory working of the equipment. The	During the period of warranty (warranty period of supplied spares) falling in the contract period the Contractor shall keep available an experienced engineer / manpower to attend to any defective spares supplied by the Contractor. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials or workmanship for the satisfactory working of

23.	85 of 148	SCC clause 1.30.3	<p>final decision shall rest with the Engineer his successor(s)/Nominee.</p> <p>During the period of Warranty the Contractor shall be liable for the replacement of any part at site, of any parts supplied by the Contractor which may be found defective of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected faulty/not as per specifications during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer.</p>	<p>the equipment. The final decision shall rest with the Engineer his successor(s)/Nominee.</p> <p>During the period of Warranty (warranty period of supplied spares) the Contractor shall be liable for the replacement of any part at site, of any parts supplied by the Contractor which may be found defective of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected faulty/not as per specifications during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer.</p>
24.	96 of 148	Item No. 1 for Form 3	<p>Operation and Maintenance of DFCC owned 1 nos 09-3x DTE- Dynamic Tamping Machine (57086) including manpower, taxes, duties, consumables (Excluding HSD Oil), etc. on Broad Gauge Tracks complete. Included cost of maintenance service engineer but excluding cost of spares (for all maintenance up to POH schedule).</p>	<p>Operation and Maintenance of DFCC owned 1 nos 09-3x DTE- Dynamic Tamping Machine (57086) including manpower, taxes, duties, consumables (Excluding HSD Oil), etc. on Broad Gauge Tracks complete. Included cost of maintenance service engineer but excluding cost of spares (for all maintenance up to POH schedule)</p> <p>Note:- "This rates includes the cost of all consumables (all type of oils (except HSD), all</p>


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25.	96 of 148	Item No. 2 for Form 3	Supply of spares for repair and maintenance of machine as per latest accepted rates of Northern Railway or NC Railway including purchase and forwarding to site of machine work using contractor's own resources complete.	type of lubricants, all type of coolant and all type of filters) required to be replaced in various maintenance schedule (starting from schedule 1 to schedule- 7 (POH) and topping of all oils and Grease from time to time". Supply of spares for repair and maintenance of machine as per latest accepted rates of Northern Railway including purchase and forwarding to site of machine work using contractor's own resources complete. Note: Even through the rate of various filters and various oils & Lubricants are mentioned in enclosed annexure but their cost is covered in item No. 1 of this form.
26.	98 of 148	Item No. 1 for Form 4	Operation and Maintenance of DFCC owned 1 nos 09-3x DTE- Dynamic Tamping Machine (57086) including manpower, taxes, duties, consumables (Excluding HSD Oil), etc. on Broad Gauge Tracks complete. Included cost of engineer but excluding cost of maintenance up to POH schedule).	Operation and Maintenance of DFCC owned 1 nos 09-3x DTE- Dynamic Tamping Machine (57086) including manpower, taxes, duties, consumables (Excluding HSD Oil), etc. on Broad Gauge Tracks complete. Included cost of maintenance service engineer but excluding cost of spares (for all maintenance up to POH schedule) Note:- "This rates includes the cost of all consumables (all type of oils (except HSD), all type of lubricants, all type of coolant and all type of filters) required to be replaced in various maintenance schedule (starting from schedule 1 to schedule- 7 (POH) and topping of all oils and Grease from time to time".
27.	98 of 148	Item No. 2 for Form 4	Supply of spares for repair and maintenance of machine as per latest accepted rates of Northern Railway or NC Railway including purchase and forwarding to	Supply of spares for repair and maintenance of machine as per latest accepted rates of Northern Railway including purchase and forwarding to


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175

			<p>forwarding to site of machine work using contractor's own resources complete.</p>	<p>site of machine work using contractor's own resources complete. Note: Even through the rate of various filters and various oils & Lubricants are mentioned in enclosed annexure but their cost is covered in item No. 1 of this form.</p>
<p>28.</p>	<p>96 of 148</p>	<p>Remarks under Item no 2 of Form 3</p>	<p>The list of spares attached as Annexure - I. The cost of spares will be paid at par the rate referred in the latest approved AMC/supply rates for Spares in Northern Railway</p> <p>Note: Note: 1. If any spare part/other required materials are not included in Annexure - I but required for maintenance of machine, contractor have to provide those items for which payment will be made as per latest approved rates of Northern Railway or NC Railway. 2. Normally only OEM recommended spare parts/consumables are to be used. 3. Any replacement/repair to electronic circuitry of MC has to be done only by authorized Engineer of OEM with OEM recommended parts. In case OEM has not authorized anyone for same, then in that case by OEM only. 4. Any repair to Datamatic of MC has to be done only by authorized Engineer of OEM. In case OEM has not authorized anyone for same, then in that case by OEM only. 5. Except for item No. 3 & 4 above, if any spare parts different from OEM recommended spares are being used by Indian Railway Track Machine Organizations (TMO), same may be permitted but</p>	<p>The list of spares attached as Annexure - I. The cost of spares will be paid at par the rate referred in the latest approved AMC/supply rates for Spares in Northern Railway</p> <p>Note: Note: 1. If any spare part/other required materials are not included in Annexure - I but required for maintenance of machine, contractor have to provide those items for which payment will be made as per latest approved rates of Northern Railway. 2. Normally only OEM recommended spare parts/consumables are to be used. 3. Any replacement/repair to electronic circuitry of MC has to be done only by authorized Engineer of OEM with OEM recommended parts. In case OEM has not authorized anyone for same, then in that case by OEM only. Primarily it is the responsibility of the contractor. However, in case of non-supply of any part by OEM to successful bidder, DFCCIL will purchase its own and provide to successful bidder/contractor & necessary expenditure and time shall be adjusted in bill accordingly. 4. Any repair to Datamatic of MC has to be done only by authorized Engineer of OEM. In case OEM has not authorized anyone for same, then</p>


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29.	98 of 148	Remarks under Schedule B for Form 4	<p>with approval of CGM/DFC. The payment of spare parts shall be on the basis of Purchase Order/LoA @ the rates corresponding to the part supplied.</p>	<p>in that case by OEM only. Primarily it is the responsibility of the contractor. However, in case of non-supply of any part by OEM to successful bidder, DFCCIL will purchase its own and provide to successful bidder/contractor & necessary expenditure and time shall be adjusted in bill accordingly.</p> <p>5. Except for item No. 3 & 4 above, if any spare parts different from OEM recommended spares are being used by Indian Railway Track Machine Organizations (TMO), same may be permitted but with approval of CGM/DFC. The payment of spare parts shall be on the basis of Purchase Order/LoA @ the rates corresponding to the part supplied.</p>
			<p>The list of spares attached as Annexure - I. The cost of spares will be paid at par the rate referred in the latest approved AMC/supply rates for Spares in Northern Railway</p> <p>Note:</p> <p>6. If any spare part/other required materials are not included in Annexure - I but required for maintenance of machine, contractor have to provide those items for which payment will be made as per latest approved rates of Northern Railway or NC Railway.</p> <p>7. Normally only OEM recommended spare parts/consumables are to be used.</p> <p>8. Any replacement/repair to electronic circuitry of MC has to be done only by authorized Engineer of OEM with OEM recommended parts. In case</p>	<p>The list of spares attached as Annexure - I. The cost of spares will be paid at par the rate referred in the latest approved AMC/supply rates for Spares in Northern Railway</p> <p>Note:</p> <p>1. If any spare part/other required materials are not included in Annexure - I but required for maintenance of machine, contractor have to provide those items for which payment will be made as per latest approved rates of Northern Railway.</p> <p>2. Normally only OEM recommended spare parts/consumables are to be used.</p> <p>3. Any replacement/repair to electronic circuitry of MC has to be done only by authorized Engineer of OEM with OEM recommended parts. In case OEM has not authorized anyone for same, then in that case by OEM only. Primarily it</p>

173

		<p>OEM has not authorized anyone for same, then in that case by OEM only.</p> <p>9. Any repair to Datamatic of MC has to be done only by authorized Engineer of OEM. In case OEM has not authorized anyone for same, then in that case by OEM only.</p> <p>10. Except for item No. 3 & 4 above, if any spare parts different from OEM recommended spares are being used by Indian Railway Track Machine Organizations (TMO), same may be permitted but with approval of CGM/DFC. The payment of spare parts shall be on the basis of Purchase Order/LoA @ the rates corresponding to the part supplied.</p>	<p>is the responsibility of the contractor. However, in case of non-supply of any part by OEM to successful bidder, DFCCIL will purchase its own and provide to successful bidder/contractor & necessary expenditure and time shall be adjusted in bill accordingly.</p> <p>4. Any repair to Datamatic of MC has to be done only by authorized Engineer of OEM. In case OEM has not authorized anyone for same, then in that case by OEM only. Primarily it is the responsibility of the contractor. However, in case of non-supply of any part by OEM to successful bidder, DFCCIL will purchase its own and provide to successful bidder/contractor & necessary expenditure and time shall be adjusted in bill accordingly.</p> <p>5. Except for item No. 3 & 4 above, if any spare parts different from OEM recommended spares are being used by Indian Railway Track Machine Organizations (TMO), same may be permitted but with approval of CGM/DFC. The payment of spare parts shall be on the basis of Purchase Order/LoA @ the rates corresponding to the part supplied.</p>
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Note:- Any relevant sub-clause not limited to above mentioned subclauses of the bid document, is deemed to be superseded due to changes w.r.t. Amendment no.1.


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