भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU

DL 181525

18 JAN 2024

CUMMINS INDIA LTD
PUNE - 411045

P. லாஸர் (SV)
நெ 1/213, 8வது தெரு, விடுதலை நகர்
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L-9561/A1/2000 98414 55145

RATE CONTRACT FOR D-CHECK OF CIL MAKE ENGINE KTA 50L of 1400 HP DEMU CONTRACT No. MD/DMU/D-CHECK/RC/1400HP/CIL/2023-25, Dt. 23.01.2024.

ATRICLES OF AGREEMENT made this 23rd day of January 2024 between the President of India acting through the Chief Design Engineer/Mechanical (CDE/Mech.), INTEGRAL COACH FACTORY, hereinafter called the RAILWAY of the one part and Messrs. Cummins India Ltd., Pune whose registered office address is at Distribution Business of Cummins India Limited, Cummins India Office Campus, Tower A, 3rd Floor, Survey No. 21, BALEWADI, PUNE- 411 045, Maharashtra, INDIA, hereinafter called the "CONTRACTOR" of the another part.

WHEREAS the CONTRACTOR has agreed with the RAILWAY to enter into Rate Contract for D-Check of CIL make engine KTA 50L installed on 1400 HP DEMU, vide M/s. CIL letter no.CIL/DBU/RAIL/ICF/2023-019, dtd. 17.01.2024 in reference to this office acceptance letter no. MD/DMU/D-CHECK/RC/1400HP/CIL/2023-25 (Tender No. 2023472610941) dtd. 16.01.2024, set-forth in the schedule hereto annexed upon the General Conditions of the Contract for works and Special Terms and conditions and the special specifications, in AND WHEREAS the performance of the said works in act in which public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration of the payments to be made by the RAILWAY, CONTRACTOR will duly perform the said works in the said schedule set-forth and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set-forth herein) and the RAILWAY both hereby agree that the CONTRACTOR shall duly perform the said works in the

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Integral Coach Factory
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manner aforesaid and observe and keep said terms and conditions, the RAILWAY will pay or cause to be paid to the CONTRACTOR for the said works on final completion thereof the amount due in respect thereof at the rates specified in the schedules here unto annexed.

It is hereby agreed and declared that all the provisions of said specifications, scope of works and conditions of the Rate Contract which have been carefully read and understood by the CONTRACTOR and the schedule of rates and special terms and conditions contained in Annexure - 1 & 2 respectively and the general condition of the contracts amended from time to time, thereof shall be as binding upon the CONTRACTOR and upon the RAILWAYS administration whereas Annexure 1 to 13 shall be part of the contract and if the same had been repeated herein and shall be read as part of the presents.

In the event of any dispute between the two parties of this agreement, the same shall be referred to arbitration by arbitrator/s appointed by GM/ICF as per the provision of cl.64 of GCC amended from time to time and the Arbitration and Conciliation Act 1996 amendments made from time to time. The decision of the arbitrator/s shall be final and binding upon the parties to this agreement. The place of Arbitration shall be in Chennai only. The Courts in Chennai alone shall have exclusive Jurisdiction on all disputes/claims/matters arising out of this agreement.

IN WITNESS thereof the parties have hereunto set their respective hands the day and year mentioned by them.

Signed for an on behalf of the
President of India by
Shri. LALIT KISHORE
CDE / Mech.
INTEGRAL COACH FACTORY

मुख्य अभिकल्प इंजीनियर/यांत्रिक
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Integral Coach Factory
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Signature of Chief Design Engineer / Mechanical

In the presence of Shri. Tirunaaga Senthil Kumar
(Name of Witness) Dy. CME/ Design-I

Dy. Chief Mechanical Engineer / Design
सवारी डिब्बा कारखाना
Integral Coach Factory, Chennai - 600 038.

(Signature of Witness)

and by Mr. G. Veerabadran,
Executive Manager Sales-Key Accounts
duly constituted attorney of and for on behalf of
M/s Cummins India Limited- DBU, Pune,

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(Signature of the Contractor)

who has signed in the presents in the presence of
(Name of Witness)
Ms. Jennifer Michael
Key Accounts Manager - Railways
M/s Cummins India Limited (DBU), Chennai

(Signature of Witness)

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GENERAL

Railway Board vide letter No. 98/M(L)/466/35 dated. 29.09 / 03.10.2000 advised ICF to enter into rate contracts with OEM for D-Check of DEMU engines which are already in service. Accordingly, ICF has entered into rate contract for D-Check of 1400 HP DEMU engine KTA 50L with M/s. CIL, Pune. Since adequate facilities are not available at user Railway end, CIL will carry out D-Check at Railways directly or through CIL's dealer. The D-Check shall be carried out at the DMU car shed.

D-Check is to be carried out after operating 18 months ± 30 days (as per RDSO guidelines). However, latest RDSO Instructions/Guidelines in this regard shall be followed.

The scope of D-Check as specified in CIL's O&M manual (also given in Annexure-3) involves servicing of components, setting of fuel pump and injectors, replacement of Mandatory replacement items and Mandatory replacement with recon exchange and to ensure proper working of engine and its performance after completion of D-Check. During D-Check, if it found that apart from Mandatory replacement items, certain components/sub-assemblies/assemblies require repair attention or required to be replaced, the same may be attended/replaced treating them as condition based replacement items/condition based replacement with recon sub-assembly.

1. VALIDITY OF CONTRACT

a) This rate contract is valid for a period of Two years from the date of signing of the contract i.e. from 23.01.2024 to 22.01.2026.

b) The Rate contract can be extended for a maximum of one year after the expiry with a price escalation of 5% over the accepted rates of the rate contract.

2. VARIATION IN CONTRACT QUANTITIES

This Rate Contract is concluded for a quantity of 209 Nos. of KTA 50 L Engines. The Railway wise distribution is hereunder:

SL. No.	Railways	No. of Engines (D-Checks)
1	Southern Railway	17
2	South Western Railway	13
3	South East Central Railway	07
4	Eastern Railway	07
5	East Central Railway	08
6	North Eastern Railway	02
7	Northeast Frontier Railway	05
8	Northern Railway	85
9	North Western Railway	24
10	Western Railway	36
11	Central Railway	05
	Total	**209**

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Any variations in the above mentioned quantity has to be dealt with, as given below:

(i) The above mentioned quantities of engines to be given for D-Check attention are approximate and are only for the guidance for the Contractor/Railways. As far as possible, they have been assessed correctly but at to vary during the execution of the work.

(ii) For increase up to 25 % of the quantities indicated in the schedule, the contractor shall be paid for such increase in the quantities as per the agreement

(iii) In case an increase in quantity beyond 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 is considered not practicable, quantity will be operated in excess of 125% of the agreement quantity subject to the following conditions:

a) Operation of quantity beyond 125% of the agreement quantity, needs the approval of an officer of the rank not less than S.A.Grade:
b) Quantity operated in excess of 125% but upto 140% of the agreement quantity, shall be paid at 98% of the rate awarded in that particular tender.
c) Quantity operated in excess of 140% but upto 150% of the agreement quantity shall be paid at 96% of the rate awarded in that particular tender.
d) Variation in quantity 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 in that particular tender.

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 PFA and approval of General Manager.

3. SCOPE AND DETAILS OF CONTRACT

1. This rate contract is applicable for CIL engine model KTA 50L of 1400 HP DEMU
2. Scope of D-Check (Annexure- 3) (i.e. D-Check activities to be carried out by Contractor or their authorized Dealer, after operating 18 months ± 30 days) (as per RDSO guidelines)
3. Schedule of Rates (Annexure-1)
4. Special Terms and Conditions (Annexure- 2)
5. The contractor shall execute work orders as and when placed by user Railway, for any quantum of work against this rate contract. Payment will be made by user Railways.
6. The number of days required to carry out D-Check shall not exceed 12 working days (including load box installing). Job will be carried out on availability of 100% parts.

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7. Basic guidelines for performing D-Check, that includes Railways to arrange DEMU pre-shopping report (Annexure-7)
8. D-Check tools available under dealer's responsibility (Annexure-8)
9. Minimum facilities required to be provided by Railways to carry out D-Check in the DEMU car shed (Annexure- 9)
10. Format for DEMU Pre-shopping report (Annexure-10)
11. Format for Scheduled Work Plan for D-Check (Annexure-11)
12. Format for Engine Performance after D-Check (Annexure -12)
13. Details of CIL Service Network for availing service support as shown in Annexure-13.
14. CIL-DBU or their authorized dealer shall conduct the load test after completion of D-Check of engine to ensure satisfactory performance of engine and record the test parameters as per the specification. Railways to arrange facilities for testing the power pack.

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SCHEDULE OF RATES

1. Rates for Mandatory replacement items as per **Annexure – 4**
2. Rates for Condition based replacement items for as per **Annexure – 5**
3. Rates as per **Annexure - 6** for
   - **a)** Rates for Mandatory replacement with recon exchange of sub assemblies,
   - **b)** Rates for Condition based replacement items with recon exchange of sub assemblies,
   - **c)** Engineer deputation charges and
   - **d)** Conveyance charges

   The Rates as entered in this agreement are special and thus would be solely applicable for D-Check of Engines under this Contract. Further, these Rates would not form a base / reference for any other Contracts / Purchases in Railways.

4. The above rates will be valid and binding on Railways as well as CIL, during the contract period i.e. from 23-01-2024 to 22-01-2026 subject to the following:

   a) Rates are fixed throughout the period of contract as shown in Annexure 4, 5 & 6.

   b) The Rate contract can be extended for a maximum of one year after the expiry i.e. after 24 months, with a price escalation of 5% over the accepted rates of the rate contract. However, the rates shall be fixed for Engineer deputation and conveyance charges even during the extended period.

5. Taxes & Duties

   The rates referred in the Annexure - 4, 5 and 6 (A) & (B) are base prices without any taxes. GST shall be charged extra as per the applicable HSN code / SAC code and corresponding Tax Rate prevailing at the time of billing.

   Any changes to the tax structure by the Government of India / State Government would be made applicable during the tenure of the contract. Upon the effective date of implementation of any such taxes in the future and / or wherever applicable, Railways shall repay the same to the contractor if recovered from them.

   In case the User Railway has provisions for any tax benefits information regarding the same and concerned documentation shall be made available to Cummins prior to invoicing and shipment.

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Annexure- 2

SPECIAL TERMS AND CONDITIONS

1. This Rate contract is for a period of Two years from the date of signing of the contract.
2. The contractor shall execute work orders as and when placed for any quantum of work against the Rate Contract. Work orders will be placed by Zonal Railway Head Quarters/DEMU sheds to CIL- DBU or their Authorized dealers.
3. CIL-DBU will carry out D-Check at Railways, directly or through CIL-DBU dealer.
4. CIL-DBU or their dealer should ensure that all the work orders are completed promptly, within the period stipulated under Clause 13.1.
5. Any work order placed by Zonal Railways against Rate contract on the last day of validity of the contract shall be binding on the contractor on the same terms and conditions of this contract, unless separately agreed between the Parties. **However, in such cases, Railways shall request ICF, for the extension of the Rate Contract to facilitate processing of payments to the contractor.**
6. D-Check is to be performed for the engine operated after 18 months ± 30 days (as per RDSO guidelines)
7. The D-Check activities listed in the O & M manual shall be confirmed by CIL. The latest version of scope including any additions as discussed in various forums like DEMU Coordination Meeting, Meeting with RDSO, User Railways etc. shall be included.
8. Railways shall submit a "Pre-Shopping Report" in the prescribed Format, to the Contractor's authorized dealer at least 1 to 1½ months in advance (Annexure-10)
9. Based on the pre-shopping report an activity wise schedule work plan with assigned responsibilities will be prepared jointly by the dealer and the Railway for conducting the D-Check. Both the parties will sign on the mutually agreed "Scheduled Work Plan" and will strictly follow the same. This will avoid delay in completing the work. A sample format of "Scheduled Work Plan" is enclosed as Annexure-11.
10. Both Railways and CIL-DBU or their authorized dealer should nominate a responsible person from their side for the supervision and to monitor the progress of work as per "Scheduled Work Plan". A service report should be made and signed by both the nominated representatives on completion of activities with reference to the "Scheduled Work Plan". In the event of incomplete works, reason should clearly be mentioned in the service report and the incomplete work should be rescheduled and completed within the stipulated period.
11. The CIL DBU or their authorized dealer should ensure the availability of technical manpower, tools including special tools & measuring instruments required to carry out D-Check. Railways to ensure facilities as given under, in the DMU Car Shed where D-Check is being carried out.
    - Air compressor (compressed dry air)
    - Welding equipment, gas cylinder, electrodes etc.
    - Hydraulic system flushing / cleaning equipment
    - Arrangement of load bank for load trial after the completion of 'D' check

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- Workshop equipments like Vice, Hydraulic press, Drill machines etc.
- Lighting of the engine room/coach throughout the working period without interruptions.
- Secured area for keeping dealers tools.
- Transporting of heavy parts/components inside the Car Shed
- Decanting & filling of diesel/ lubricating oil/ engine coolant/ hydraulic oil
- Cleaning of panel filter, diesel tank and radiator
- Arrangement of charged batteries.
- Cleaning of engine with pressurized hot water.

12. Post Payment Audit:
Railways reserve the right to carry out post payment audit and technical examination of the works and final bill including all supporting vouchers, abstract etc. and to make a claim on the contractor for the refund of any excess amount paid to them, if as a result of such examination any over payment made to them is discovered to have been made in respect of any work done or alleged to have done by him under the contract.

13. Completion period:
13.1 Completion of work shall be 12 days only (including load box testing) from issue of Work Order and the No. of days for various activities are as follows:
a) Completion of D-Check : 10 days
b) Submission of Pro-forma invoice : 02 days
13.2 All the items required to carry out D-Check, shall be procured by Railways from Contractor and kept readily available at their end before the commencement of D-Check schedule.
13.3 Railways will inform the Contractor or their authorized dealer regarding the likely date on which the DEMU engine shall be made available, at least 7 days in advance of work to be carried out.

14. Penalty :
If the contractor fails to hand over the engine duly overhauled within the stipulated 12 days, for the reasons solely attributed to the contractor or their dealers, user Railways shall levy penalty as follows:

a) From 13th day to 18th day @ Rs.1000.00 per day
b) From 19th day onwards @ Rs.10,000.00 per day. However, maximum penalty shall not exceed 5% of the invoice amount for that particular engine.
c) Levy of penalty as per above, shall be decided by the Zonal Railways / Diesel Sheds / Workshops executing the work order.

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d) All the items required to carry out the D-Check, shall be procured by Railways from CIL/DBU or their Authorized dealers and kept readily available at their end, before the commencement of D-Check schedule.

e) Railways will inform CIL or their authorized dealer regarding the likely date on which the DEMU Engine shall be made available, at least 7 days in advance of work to be carried out.

f) Date of handing over of the Engine should be documented by Joint Note between Railways and Contractors representative. Any delays on user Railways account shall not be considered in the time frame.

15. Safety Measures:

15.1 Contractor or their authorized dealer shall take all the precautionary measures not only to ensure protection of his own personnel moving around while working on the Railway premises, but also shall confirm to the rules and regulations of the Railway in this respect.

15.2 The work must be carried out most carefully without any infringement of the Indian Railway Act or the General /subsidiary rules enforced on the Railways in such a way they do not hinder Railway operations to any Railway equipments, structures or rolling stock except as agreed to by the Railways.

16. Indemnity by Contractors:

The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

17. Return of old parts:

All the released major parts replaced by CIL DBU dealers will be returned to Railways except Recon assemblies since these are exchange assembly and Cummins property.

18. Arbitration:

In the event of any question, dispute of difference arising under these conditions of contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of a Gazetted Railway officer appointed to be the sole arbitrator, by the General Manager, Integral Coach Factory, Chennai – 38 as per the provision of cl.64 of GCC amended from time to time and the Arbitration and Conciliation (Amendment) Act 2019. The Gazetted Railway Officer to be appointed as arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as Railway servant have expressed views on all or any of the matters under dispute of difference. The award of arbitrator shall be final

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and binding on the parties to this contract. As and when appointment of Arbitrator is made by the General Manager the same will be intimated to the firm (CIL). The place of Arbitration shall be in Chennai only. The Courts in Chennai alone shall have exclusive Jurisdiction in all matters arising out of this agreement.

19. Warranty:

After D-Check, engine shall be warranted for twelve months from the date of re-commissioning or 3600 hours operation of engine whichever is earlier. Warranty will be limited to the parts replaced including recon subassemblies and subject to normal operation and wear and tear. Warranty will not be covered for components if failed consequently due to failure of other components not replaced during D-Check or due to operation of engine after the defect has been observed in the engine. Rubber parts, hoses and Electrical and Electronic components are not covered under warranty. Security deposit payable to the Railways is to be related till the successful completion of warranty.

20. Security Deposit:.

Contractor shall ensure that its – Authorized dealer shall pay the Security Deposit & performance bank Guarantee to the concerned User Railways as per the existing rules and regulations as follows:

a) Security Deposit @ 5% of Supply order value shall be applicable. The same will be recovered from the bills submitted by the Contractor.

b) Additionally Performance Guarantee @ 5% of the supply order to be submitted within 60 days.

c) Both Security deposit and Performance Guarantee shall be released after satisfactory completion of work and warranty period is over.

21. Inspection & Testing of Engine

The Contractor or their authorized dealer shall conduct the load test after completion of all the activities mentioned in the scope of D-Check of the engine and prove the satisfactory performance of engine and record test parameters as per the format in Annexure - 12. Railways have to arrange facilities for testing. The load test shall be completed within the stipulated period specified in Clause No. 13.1. However, delay in Load Box testing attributable to user Railways cannot be considered as delay on the contractor.

22. Placement of Orders of Parts:

Concerned Zonal Railways / DEMU sheds, shall place a single purchase order on CIL dealerships for all parts falling under this D-Check contract including those parts that are common to the DGS & D / GeM Rate Contract (if comes in to force in future),. Cost of items that are common to the DGS & D / GeM Rate contract as per the contract will be matched to the prevailing DGS & D / GeM Rate prices. In case there is a change in rate for DGS & D / GeM parts during the D-Check contract period the same shall apply to the D-Check contract to avoid any fall clause issues later on.

a) Parts covered under DGS&D/ GeM Rate contract (if comes in to force in future). – The price prevailing at the time of placing the order are

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applicable and the orders will be placed directly on CIL-DBU's authorized dealers.

b) For items, other than the ones included in (a) above, the prices will be as per Schedule of Rates of this rate contract (Annexure-1) and the orders will be placed directly on respective area dealer of CIL-DBU.

c) Parts required other the ones included in a & b above, would be ordered by the Zonal Railways/DMU sheds on CIL-DBU Authorized dealer as per the prevailing list price/ DGS&D/ GeM Rate contract (if the said items are covered under DGS&D/ GeM Rate contract (if comes in to force in future)). The dealer would submit the offer for the parts required for approval. Railways would release payment directly to CIL-DBU Authorized dealer as per the approved offer.

d) Mode of dispatch:
CIL DBU's authorized dealers will dispatch parts by Road through their approved transporter on direct delivery basis. However, necessary road permits wherever applicable shall be arranged by Railways.

23. Fall clause:

If cost of any item as per ICF Rate contract scope with M/s.CIL is found higher compared to cost of same item as per DGS&D / GeM Rate contract (if comes in to force in future) with M/s.CIL, during the currency of both Rate contracts, then Railway administration would pay lower rate only.

24 Earnest Money Deposit (EMD)

The Contractor has deposited a sum of Rupees Rs. 42,84,100. 00. (Rupees Forty two lakhs Eighty four thousand one hundred only) e-pay order no."**CKW1518833**"dated13.02.2023.The E.M.D shall be returned to the firm after the agreement forms are signed by both the parties i.e., CIL and ICF

25 Part Number Supercedence:

In case part numbers change, CIL-DBU will immediately advice ICF/Zonal Railways, the same and the items with new part numbers will be supplied as per the rates of the equivalent old Part numbers in the rate contract.

26 Payment

26.1 For Mandatory & condition based replacement items, 100% payment shall be against Provisional receipt certificate issued by the consignee.

26.2 Payment for engineer deputation charges & conveyance charges will be released after satisfactory completion of D- Check in favour of CIL authorized Dealer, who carried out the D - Check.

26.3 IT and surcharge on IT will be recovered as applicable. Necessary certificate for having deducted IT will be issued.

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27 "Notwithstanding anything contained in this contract /Tender" the aggregate liability of the CONTRACTOR towards any claim from the User Railway / third Party under performance of work order for D-Check Services shall be limited to contract charges received by the CONTRACTOR for that specific work order.

28 Shramik kalyan

Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik Kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.

b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.

c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on Shramik Kalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramik Kalyan portal on monthly basis.

It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."

29 Provisions of Employees Provident Fund & Miscellaneous Provisions Act 1952:

i. The contractor shall comply with the provisions of para 30 & 36-B of the employees Provident Fund Scheme, 1952; para 3 & 4 of Employees Pension scheme, 1995; and para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952 ", wherever applicable

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and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

ii. The contractor or their authorised dealer is required to comply with the provisions of EPF & M&P Act, 1952 and obtain code number from the concerned authorities whenever workmen employed by him are 20 or more. He shall also indemnify / and keep indemnified Railways from and against any claim, penalties, recoveries under the above Act & Rules. Contractors should get the code number under EPF so as to enable the Provident Fund commissioners to extend the social security benefits to the workmen engaged by the Railway contractors.

30 Provisions of Payments of Wages Act:

The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

31 Wages to Labour:

The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made there under in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within

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seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

32 Provision of Employees Compensation Act:

In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Employees Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or subcontractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

33 SAFETY NORMS & EMS REQUIREMENTS

1.0 SAFETY NORMS TO BE FOLLOWED BY THE CONTRACTOR

1. The contractor shall make all precautionary measures in order to ensure the protection of their own personal moving about are working on the Railway and should confirm to the Rules and Regulations of the Railways and the factory act.

2. The contractor shall ensure that unauthorized careless (or) inadvertent operation of installed equipment which may result in accident to staff and/or damaged to equipment does not occur

3. The contractor must ensure that all their employees are covered under employees Compensation insurance during the period of work within the Railway premises and/or while carrying out any related work entrusted to them.

4. The Contractor should indemnify and keep the purchaser indemnified and harmless against all actions, suits, claims, demands costs charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the railway premises and any loss or damage to railway property sustained due to the acts or omissions of the contractor irrespective of whether such liability arises under the Employees Compensation Act or the Fatal Accidents Act or any other statute in force from time to time.

5. The contractor should also keep in-charge/supervisor whenever their contract labourers are working inside the factory and should be made responsible to the SSE and Officers in-charge of that shop/place of work whenever any accident occur to the contract labourers.

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6. The contractor shall comply with the latest provisions of factory act, Employees compensation Act or the Fatal Accidents Act or any other loss relating thereto, and rules made from time to time and maintain relevant records.

7. The contractor shall maintain in a readily accessible place first - aid appliance including an adequate supply of sterilized dressing and sterilized cotton wool. The appliance shall be placed under the charge of responsible person who shall be available during working hours.

2.0 EMS REQUIREMENTS

a. The contractor shall ensure that all his workmen wear PPEs commensurate with the severity of work.

b. The contractor shall ensure industrial safety methods in executing his work at Railways.

c. The contractor shall ensure that all wastes generated by his activities / work are moved to the respective dump sites or taken for re-cycling at Railways.

d. The contractor has to give prior information whether any hazardous chemical is used in his work and if so, the operational control to be exercised.

e. The contractor has to ensure that all his material handling equipments / transport vehicles are emission tested.

f. The contractor has to ensure that his activities are in tune with the Railways EMS Policy

g. The contractors' staff must be aware of contents of MSDS in respect of chemicals / materials (if any).

h. The contractors' staff shall be competent to operate emergency appliances like fire extinguishers.

i. The contractors' staff shall be competent in the areas wherein the contract is awarded e.g., to operate ETPs at Railways by evaluating through skill matrix by concerned official

34 Applicable conditions: General conditions of contract amended from time to time.

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1) Scope and guidelines for D-Check / Execution of contract.
D check Maintenance has to be carried out after operating 18 months ± 30 days (as per RDSO guidelines)

Sl. No.	D-Check Activities	Replacement of Parts
	Air Intake & Exhaust System	
1	Replace air cleaner inner & outer elements.	Mandatory Replacement parts
2	Check / Replace hoses & clamps of air intake piping.	Assessment based parts
3	Check Turbocharger end play & oil leakage through intake, exhaust seals.	Assessment based parts
4	Replace the vacuum indicators	Mandatory Replacement parts
5	Check for leakage in air intake system if any rectify the same with necessary parts.	Assessment based parts
6	Check for leakage from exhaust system, if any rectify the same with necessary parts.	Assessment based parts
7	Check air intake & exhaust piping supports. Take corrective actions accordingly.	Assessment based parts
8	Replace panel filters.	Assessment based parts
	Engine Lubricating System	
1	Replace engine oil	Railways to arrange
2	Replace full flow & bypass filter elements.	Mandatory Replacement
3	Replace all oil line hoses & clamps	Mandatory Replacement
4	Check external oil leakage from head gasket / rocker housing gasket, seals, etc. If necessary, replace the same.	Assessment based parts
	Fuel System	
1	Clean water separator assembly.	
2	Replace fuel filter elements.	Mandatory Replacement
3	Replace all fuel line hoses.	Mandatory Replacement
4	Adjust valve & injectors. Check the conditions of push rods, adjusting nut & screws, if necessary replace.	Assessment based parts
5	Check fuel lines & connections for leakage	Assessment based parts
6	Check fuel pump linkages.	
7	Check actuator functioning.	
8	Check LCC governor functioning.	
	Cooling System	
1	Use Coolant inhibitor in place of CR element and check the concentration.	
2	Replace all hoses, clamps & coupling O-Rings of cooling system pipe lines and radiator assembly.	
3	Remove radiator assembly from the mounting & clean the radiator assembly.	
4	Check radiator fan operation.	
	Hydraulic System	
1	Replace hydraulic oil.	
2	Replace hydraulic oil return filter.	

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3	Replace vent pump belts.	
4	Clean hydraulic system strainer.	
5	Check thermatic valve operation.	
6	Externally clean & check leakage from main hydraulic & ventilation pumps.	
7	Externally clean & check ventilation motor & fan operation.	
8	Externally clean & check radiator motor & fan operation.	
9	Replace complete hydraulic line hoses.	
10	Clean hydraulic oil cooler externally.	
11	Check & set hydraulic system pressure, if necessary.	

	General	
1	Check vibration damper, replace if necessary	
2	Check Crank shaft end play accessory drive end play	
	Electrical / Electronic System	
1	Check the battery charging system.	
2	Check the operation of gauges in engine control panel & replace, if necessary.	
3	Check magnetic pick up connections.	
4	Check actuator & LCC governor connections.	
5	Clean engine control panel externally.	
6	Check all local and remote control gauges by starting and stopping & replace, if necessary.	
7	Check all the indications on control panel by Operating the 'Test' switch.	
8	Check the tachometer RPM.	
9	Check battery specific gravity & battery electrolyte level.	
10	Check the tightness of wires inside left and right bays.	
11	Blow off all accumulated dirt by low air pressure.	
12	Check the external sensor and wiring to HWT1, HWT2, LLOP, LCWL, LHOL and HOFF switches	
13	Ensure PCB mounting screws and connections are tight.	
14	Tighten Tachometer connections and mounting screws.	
15	Check voltage at battery, starter & control panel input while starting.	
16	Tighten the wires from circuit breaker and contacts.	
17	Firmly pull all wires for ensuring good contact at the connections and check the continuity of wires.	
18	Tighten all the fasteners inside the control panel including contacts mtg. screws.	
19	Clean all contacts of the contacts and circuit breaker by using contact cleaning spray. (Do not spray PCB)	
20	Remove, inspect and replace as required, all external sensors, safety switches and their wiring.	

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Annexure-4

RATES FOR "MANDATORY REPLACEMENT ITEMS" DURING D - CHECK OF KTA 50L ENGINE

Sl. No.	Part No.	Description	Qty/ Engine	Unit Price without Tax	Extended Amount without Tax	HSN Code	GST Rate
1	3177942	GASKET, TURBOCHARGER	2	655.59	1,311.18	40169390	18%
2	3016182	NUT,LOCK	8	2,632.66	21,061.28	73181600	18%
3	KIT3238057	KIT,AIR FILTER	2	15,959.30	31,918.60	84213100	18%
4	KIT3238518	B CHECK KIT KTA50G3	1	7,491.17	7,491.17	84212300	18%
5	2884968	GASKET,FILLERCAP	1	261.66	261.66	40169390	18%
6	2884912	GASKET,COVERPLAT E	1	274.52	274.52	40169390	18%
7	3877293	FILTER, HYDRAULIC OIL	1	13,923.13	13,923.13	84212300	18%
8	4026171	GASKET,FUEL PUMP	1	569.26	569.26	40169390	18%
9	4911762	BELT, V	2	1,443.08	2,886.16	40103999	18%
10	AX1013508	RADIWASH 5LITERS	10	2,286.04	22,860.40	34022010	18%
11	3629112	CAP,FILLER	1	5,096.14	5,096.14	84099990	28%
12	4352581	GASKET SET	1	93,530.20	93,530.20	40169390	18%
13	3023095	WASHER,SEALING	32	15.51	496.32	73181500	18%
14	206455	GASKET,WATER PUMP	1	24.09	24.09	40169390	18%
15	206193	GASKET,WATER PUMP	1	38.98	38.98	40169390	18%
16	3175856	GASKET HAND HOLE COVER	1	252.09	252.09	40169390	18%
17	3007512	SEAL, O RING	1	166.09	166.09	40169330	18%
18	3872284	CONNECTOR, PIPE	2	617.72	1,235.44	84099990	28%
19	3628229	COVER,HAND HOLE	1	2,061.76	2,061.76	84099990	28%
20	3007512	SEAL, O RING	1	166.09	166.09	40169330	18%
21	131026	SEAL, O RING	8	24.14	193.12	40169330	18%
22	178456	BELT,V	1	516.19	516.19	40103999	18%
23	3872268	CONNECTOR, PIPE	6	3,182.43	19,094.58	84099990	28%
24	3872304	CONNECTOR, PIPE	3	4,244.87	12,734.61	84099990	28%

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Sl. No.	Part No.	Description	Qty/ Engine	Unit Price without Tax	Extended Amount without Tax	HSN Code	GST Rate
25	100835	CLAMP,T BOLT	4	95.49	381.96	82057000	18%
26	125741	CLAMP, T BOLT	2	139.04	278.08	82057000	18%
27	3627206	CLAMP, T BOLT	2	231.95	463.90	82057000	18%
28	140314	CLAMP, T BOLT	2	144.89	289.78	82057000	18%
29	3234779	ELBOW, MALE UNION	2	892.70	1,785.40	73079290	18%
30	206457	SEAL, O RING	1	33.36	33.36	40169330	18%
31	206455	GASKET, WATER PUMP	1	24.09	24.09	40169390	18%
Total for Mandatory Replacement Items					**2,41,419.63**		

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Annexure-5

RATES FOR "CONDITION BASED REPLACEMENT ITEMS" DURING D-CHECK OF KTA50L ENGINE

Sl No.	Part No.	Description	Qty/ Engine	Unit Price without Tax (Rs)	Extended Amount without Tax (Rs)	HSN Code	GST Rate
1	125742	CLAMP, T BOLT	6	221.92	1,331.52	82057000	18%
2	3872278	CONNECTOR, PIPE	4	474.76	1,899.04	84099990	28%
3	4056101	ELBOW,MALE UNION	1	1,289.08	1,289.08	73079290	18%
4	3030778	HOSE,ELBOW	2	5,848.06	11,696.12	40091100	18%
5	3030774	HOSE, ELBOW	2	5,154.66	10,309.32	40091100	18%
6	3878566	HOSE, REDUCING	2	3343.00	6,686.00	40091100	18%
7	3627695	SEAL,O RING	12	46.92	563.04	40169330	18%
8	3875394	GASKET,AIR CLEANER	2	580.99	1,161.98	40169390	18%
9	3166764	HOSE,PLAIN	2	557.31	1,114.62	40091100	18%
10	3630740	SEAL,O RING	12	52.37	628.44	40169330	18%
11	3630125	HOSE,PLAIN	2	4,532.80	9,065.60	40091100	18%
12	3040721	GASKET,CAM FOL HOUSING	16	178.30	2,852.80	40169390	18%
13	3067371	HOSE,PLAIN	2	6,743.40	13,486.80	40091100	18%
14	3029631	CLAMP,V BAND	2	1,531.19	3,062.38	82057000	18%
15	3063809	CLAMP,T BOLT	4	312.27	1,249.08	82057000	18%
16	3632028	HOSE,FLEXIBLE	2	5,313.51	10,627.02	40091100	18%
17	3168061	CONTROL,SAFETY	1	48,412.29	48,412.29	84099990	28%
18	3033915	SEAL,O RING	20	561.21	11,224.20	40169330	18%
19	4104541	BRACKET,SAFETY CONTROL	1	2,144.76	2,144.76	84099990	28%
20	3026426	GASKET,FLANGE	8	13.75	110.00	40169390	18%
21	4105561	HARNESS,WIRING	1	11,086.86	11,086.86	85441930	18%
22	3348860	SEAL,FERRULE	8	2,433.99	19,471.92	40169330	18%
23	3634396	HOSE,FLEXIBLE	1	1,326.24	1,326.24	40091100	18%
24	3627095	SCREW,HEX FLANGE HEAD CAP	4	6,903.93	27,615.72	73181500	18%
25	3634389	HOSE,FLEXIBLE	1	5,001.80	5,001.80	40091100	18%

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26	3414246	HOSE,HYDRAULIC	5	1,497.33	7,486.65	40091100	18%
27	3633046	SEAL,FERRULE	6	1,192.52	7,155.12	40169330	18%
28	3633047	NUT,TUBE	2	3,255.60	6,511.20	73181600	18%
29	4072972	HOSE,HYDRAULIC	6	2,984.67	17,908.02	40091100	18%
30	3036666	SEAL,O RING	2	35.60	71.20	40169330	18%
31	4056300	HOSE,FLEXIBLE	2	12,609.74	25,219.48	40091100	18%
32	4054496	HOSE,FLEXIBLE	1	8,881.54	8,881.54	40091100	18%
33	3414243	HOSE,HYDRAULIC	1	1,659.91	1,659.91	40091100	18%
34	3047665	GASKET,CONNECTION	2	2,678.67	5,357.34	40169390	18%
35	4055180	HOSE,HYDRAULIC	2	2,479.36	4,958.72	40091100	18%
36	3922794	SEAL,O RING	4	230.44	921.76	40169330	18%
37	4056292	HOSE,FLEXIBLE	2	5,517.66	11,035.32	40091100	18%
38	3632015	HOSE,FLEXIBLE	1	5,810.29	5,810.29	40091100	18%
39	4073095	HOSE,FLEXIBLE	2	1,637.32	3,274.64	40091100	18%
40	4056290	HOSE,HYDRAULIC	1	8,214.56	8,214.56	40091100	18%
41	3026423	GASKET,AFTERCOOLER COVER	4	5,813.01	23,252.04	40169390	18%
42	3166715	HOSE,FLEXIBLE	2	1,580.58	3,161.16	40091100	18%
43	2870411	HOSE,FLEXIBLE	2	1,312.60	2,625.20	40091100	18%
44	4056293	HOSE,FLEXIBLE	4	1,699.59	6,798.36	40091100	18%
45	3175318	HOSE,FLEXIBLE	2	538.72	1,077.44	40091100	18%
46	3627449	SEAL,RECTANGULAR RING	16	546.02	8,736.32	40169330	18%
47	3179035	GASKET,WTR TRF CONNECTION	1	305.66	305.66	40169390	18%
48	3804300	SET,LOWER ENGINE GASKET	1	81,545.19	81,545.19	40169390	18%
49	3057139	ROD,PUSH	32	1,634.94	52,318.08	84099990	28%
50	3876153	CAP,FILLER	1	2,818.55	2,818.55	84099990	28%
51	3201311	GUIDE,VALVE STEM	64	260.95	16,700.80	84099990	28%
52	3086191	INSERT,VALVE	32	1,778.30	56,905.60	84099990	28%
53	106339	SEAL,OIL	1	1,691.70	1,691.70	40169330	18%
54	3037997	VALVE,SHUTOFF	1	10,192.19	10,192.19	84099990	28%

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55	3558515	GASKET,HYDRAULIC PUMP	1	440.05	440.05	40169390	18%
56	3628895	SEAL,OIL	1	5,625.80	5,625.80	40169330	18%
57	3016787	SEAL,OIL	1	3,657.53	3,657.53	40169330	18%
58	3879027	GAUGE,PRESSURE	2	11,332.66	22,665.32	90318000	18%
59	4084367	SWITCH,FLUID LEVEL	1	11,916.91	11,916.91	84099990	28%
60	3875875	ACTUATOR	1	1,82,972.50	1,82,972.50	84099990	28%
61	3229638	ACTUATOR ELECTRICAL CONNECTOR	1	6,109.47	6,109.47	84099990	28%
62	4071330	ADAPTER,HYDRAULIC PUMP	1	10,222.23	10,222.23	84099990	28%
63	3880372	VALVE,FUEL SHUTOFF	1	7,704.13	7,704.13	84099990	28%
64	3392744	CONNECTOR,MALE	1	1,569.66	1,569.66	84099990	28%
65	4055191	CONNECTION,WATER INLET	1	4,883.51	4,883.51	84099990	28%
66	3874225	CONNECTION,WATER OUTLET	1	4,035.56	4,035.56	84099990	28%
67	4055107	PUMP,FUEL TRANSFER	1	28,518.57	28,518.57	84133090	28%
68	3167063	CONTROL,GOVERNOR	1	4,73,728.36	4,73,728.36	84099990	28%
69	3167062	AMPLIFIER,POWER	1	2,58,460.61	2,58,460.61	84099990	28%
70	4053829	PANEL,CONTROL	1	3,00,096.35	3,00,096.35	85389000	18%
71	3201793	DIPSTICK	1	9,189.81	9,189.81	84099990	28%
72	3166710	TACHOMETER	1	13,782.93	13,782.93	90292010	18%
73	3872268	CONNECTOR,PIPE	16	3,182.43	50,918.88	84099990	28%
74	3879053	GAUGE,FUEL LEVEL	1	2,335.34	2,335.34	90318000	18%
75	4021086	ELEMENT,AIR FILTER	22	3,655.82	80,428.04	84213100	18%
76	AK6016SS	HOSE,FLEXIBLE	1	841.38	841.38	40091100	18%
77	4071907	HOSE,FLEXIBLE	2	702.00	1,404.00	40091100	18%
78	4071909	HOSE,FLEXIBLE	1	859.80	859.80	40091100	18%
79	4071915	HOSE,FLEXIBLE	1	1,195.61	1,195.61	40091100	18%
80	4054501	HOSE,FLEXIBLE	2	6,154.95	12,309.90	40091100	18%
81	4056295	HOSE,HYDRAULIC	1	7,980.34	7,980.34	40091100	18%
82	3166480	HOSE,FLEXIBLE	1	4,919.05	4,919.05	40091100	18%

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83	4056296	HOSE,FLEXIBLE	1	16,506.25	16,506.25	40091100	18%
84	4056299	HOSE,FLEXIBLE	1	17,707.79	17,707.79	40091100	18%
85	4056298	HOSE,FLEXIBLE	1	2,136.55	2,136.55	40091100	18%
86	4056297	HOSE,FLEXIBLE	1	26,962.36	26,962.36	40091100	18%
87	4056302	HOSE,FLEXIBLE	1	17,234.38	17,234.38	40091100	18%
88	4056301	HOSE,FLEXIBLE	1	13,689.43	13,689.43	40091100	18%
89	4957665	HOSE,HYDRAULIC	2	8,138.76	16,277.52	40091100	18%
90	4957506	HOSE,HYDRAULIC	1	2,782.40	2,782.40	40091100	18%
91	3392671	HOSE,FLEXIBLE	1	4,556.29	4,556.29	40091100	18%
92	4072971	HOSE,HYDRAULIC	2	2,853.47	5,706.94	40091100	18%
93	4957508	HOSE,HYDRAULIC	1	6,024.74	6,024.74	40091100	18%
94	4072431	HOSE,FLEXIBLE	1	4,119.46	4,119.46	40091100	18%
95	4958231	HOSE,HYDRAULIC	1	12,817.40	12,817.40	40091100	18%
96	4958232	HOSE,HYDRAULIC	1	12,331.91	12,331.91	40091100	18%
97	4958233	HOSE,HYDRAULIC	1	12,840.89	12,840.89	40091100	18%
98	3873738	HOSE,ELBOW	2	2,135.89	4,271.78	40091100	18%
99	3030514	HOSE,ELBOW	2	1,285.79	2,571.58	40091100	18%
100	AK6012SS	HOSE,FLEXIBLE	1	670.46	670.46	40091100	18%
101	AK6024SS	HOSE,FLEXIBLE	2	865.78	1,731.56	40091100	18%
102	AK6010SS	HOSE,FLEXIBLE	1	635.53	635.53	40091100	18%
103	AK6014SS	HOSE,FLEXIBLE	1	648.04	648.04	40091100	18%
104	AK6040SS	HOSE,FLEXIBLE	1	1,088.87	1,088.87	40091100	18%
105	3392425	HOSE,FLEXIBLE	1	4,360.51	4,360.51	40091100	18%
106	3392422	HOSE,FLEXIBLE	1	2,084.05	2,084.05	40091100	18%
Total for Condition Based Replacement Items					**22,84,539.00**		

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A) RATES FOR MANDATORY REPLACEMENTS WITH RECON EXCHANGE OF SUB ASSEMBLIES DURING D-CHECK OF KTA50L ENGINE

Sl No.	Part No.	Description	Qty/ Engine	Unit Price without Tax (Rs)	Extended Amount without Tax (Rs)	HSN Code	GST Rate
1	RO3076132	INJECTOR STC RECON	16	26,667.88	4,26,686.08	84099990	28%
2	RO4913065KE241	RECON FUEL PUMP	1	50,401.29	50,401.29	84133090	28%
Total for Mandatory with Recon Sub-Assemblies					**4,77,087.37**		

B) RATES FOR CONDITION BASED REPLACEMENT WITH RECON EXCHANGE OF SUB ASSEMBLIES DURING D-CHECK OF KTA 50L ENGINE

Sl No.	Part No.	Description	Qty/ Engine	Unit Price without Tax (Rs)	Extended Amount without Tax (Rs)	HSN Code	GST Rate
1	RO3646323	RECONDITIONED HEAD,CYLINDER	16	41,476.42	6,63,622.72	84099990	28%
2	RO4372339	RECON PUMP,WATER	1	14,713.07	14,713.07	84133030	28%
3	RO4044418	RECONDITIONED TURBOCHARGER	2	74,306.46	1,48,612.92	84148030	18%
Total for Condition based with Recon Sub-Assemblies					**8,26,948.71**		

Terms of supply for ReCon components:

i. Railways would place order on CIL dealer directly. GST extra as applicable / variation in statutory taxes as applicable.

ii. The above prices are in exchange of old sub-assemblies from Railways.

iii. Any components not covered in above list, are to be repaired on the basis of estimate submitted by CIL dealer, the same items if available in DGS&D Rate contract / GeM Rate contract (If comes in to force in future), then the lower rates shall be applicable during the currency of Rate contracts.

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C) ENGINEER DEPUTATION/SERVICE CHARGES PER DAY PER ENGINEER

No. of Engineers	Days	Working Hours	Service charges (Rs.) **(GST Extra)**
01	01	08	6,050.00

D) CONVEYANCE CHARGES IN ADDITION TO DEPUTATION CHARGES

Charges/Kilometer (Rs.)	Max. 30 km/day for 12 Days **(GST Extra)**
8.25	2,970.00

Note:

i. For Items covered under Annexures 4, 5 & 6 GST would be charged extra as per applicable HSN Code and corresponding Tax Rate.

ii. For Engineer Deputation Charges and Conveyance Charges, GST shall be charged at 18% as per SAC Code 9987

Tender details:

Tender no. : 2023472610941
Tender opened on : 24.02.2023.
Negotiation dated : 23.12.2023.

The cost details are as follows:

Note: Basic Cost, Tax not included.

Sl. No.	Item	Cost Rs.
1.	Mandatory Replacement items-31 items	2,41,419.63
2.	Condition Based Replacement items-106 items	22,84,539.00
3.	Mandatory Replacement with Recon exchange items- 2 items	4,77,087.37
4.	Condition Based Replacement with Recon Exchange items- 3 items	8,26,948.71
5.	Engineer Deputation charges @ 6,050.00 per day/Engine (assumed as 12 working days)	72,600.00
6.	Conveyance charges (@ 8.25 per km) (assumed as 12 working days and 30 km per day)	2,970.00
	Total cost per engine	**39,05,564.71**

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Basic Guidelines for performing 'D' Check

- Railways to arrange "DEMU Pre-Shopping Report" from User Railway at least one-and-half months in advance. CIL Dealer/Area Office will render necessary assistance to User Railway in this regard.

- Based on the "DEMU Pre-Shopping Report" an activity-wise schedule work plan with assigned responsibility will be pro-actively prepared by Railways and Dealer jointly for conducting D-check timely and completely. The "Pre-shopping report" will also determine the condition of the engine for any additional work/ major overhauling requirement based on the recorded parameters. Scheduled work plan for additional work or, engine overhauling, as applicable will also be prepared. Both the parties will sign on the mutually agreed "Scheduled work Plan" and will strictly follow the same. This will eliminate the problem of job incompletion & delay.

- Both RAILWAYS and CIL dealer should nominate a responsible person for the supervision and assessment on the progress of work. A service report should be made and signed by both the nominated representatives on completion of the activities with reference to the 'scheduled work plan'. In the event of incomplete work, reason should clearly be mentioned in the service report and the incomplete work should be rescheduled.

- RAILWAYS & CIL Dealer should ensure that manpower, materials, consumables, tools & equipment as per the scheduled activity requirement & responsibility are made available for avoiding the unnecessary / unaccountable delay.

- Railways to provide following man power:

  Skilled Manpower - 1 person.

  Unskilled Manpower - 2 persons

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D Check Tools under Dealer's Responsibility

-Standard Tool Box
-Tachometer
-Water manometer
-VT - Blow-bye Tool
-Hydraulic oil pressure gauge (350 bar)
-Valve & injector setting tool
-Engine work related torque wrenches
-ST tools, as applicable to engine related work as per the 'Scheduled Work Plan'

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Annexure - 9

Minimum facilities required to carry out D-Check to be provided by Railways in the DEMU Car shed:

D-Check is to be performed at Railway Car Shed, where the following minimum facilities are to be available along with labour:

- Air Compressor (Compressed Dry Air)
- Overhead Crane.
- Welding Equipment, Gas Cylinder, Electrodes, etc.
- Hydraulic system Flushing / Cleaning Equipment.
- Arrangement of load bank for load trial after the completion of D-check
- Workshop equipments like Vice, Hydraulic Press, Drilling Machine, etc.
- Lighting of the Engine Room / Coach throughout the working period without interruptions.
- Secured area for keeping dealers tools.
- Transporting of Heavy Parts / Components inside the Car Shed.
- Decanting & filling of Diesel / Lubricating oil / Engine Coolant / Hydraulic oil.
- Cleaning of Panel Filter, Diesel Tank and Radiator.
- Arrangement of Charged Batteries.
- Cleaning of Engine with Pressurized Hot Water.

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Annexure - 10

PRE-SHOPPING REPORT

DPC No._____ Power pack make_____ Km RUN_____

ESN_____ Date in Service _____Engine Hrs. Run_____

(After commissioning / after first D-Check)

Parameter	Value/ Condition	Parameter	Value/ Condition
Min oil pressure at idle (at working temperature)		Functioning of gauges	
Max. cooling water temperature encountered		Safety devices of cooling water and Lub oil- Functioning/ bypassed/ defective	
Fuel pressure		Hydraulic pump & motors condition	
Smoke level at full load		Lub oil consumption in 500 Hrs.	
Condition of lube oil sludge/ excessive carboning/ diesel dilution		Last PT pump & injectors calibrated on	
Blow-bye value		Last B-Check carried-out on	
Governor & actuator working		Last C-Check carried-out on	
Turbo end play/ side clearance		Crank end play	
Accessory drive end play		Lub oil brand & grade being used	
		Hydraulic oil brand & grade being used	
Leakage of water, oil, diesel, or air observed			

Major Repairs carried out:

Detail	Hrs. of operation	Date

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Parts Renewed or Cannibalized from the DEMU:

RPM on Notches:

Notch	1st	2nd	3rd	4th	5th	6th	7th	8th
RPM								
Water Temperature								
Oil Temperature								
Oil Pressure								
Voltage								
Current								
KW load								

Job required to be carried out

Additional information, if any

Note: Details of major repairs carried out or defects noticed during service may be attached with this report.

Signature: _____

Name: _____

Designation: _____ Date: _____

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SCHEDULED WORK PLAN

DPC No._____ Power Pack make_____ Km RUN_____

ESN_____ Date in Service _____Engine Hrs. Run_____

(after commissioning / after first D-Check)

The form to have additional break-up of activities.

Date of DEMU receipt				**Remarks**	
Activity	Proposed date of completion	Date of actual completion	Reason for delay	Responsibility	Revised date
Taking shell on pedestals					
Draining of lub oil, water from DEMU					
Removal of components					
Fitment of compulsory replacement items.					
Fitment of condition based replacement items.					
Fitment of components					
Carrying out D-Check activities as per O & M manual.					
Other maintenance					
Lowering of shell on bogie					
Filling of water, lub, Diesel					
Cranking of engine					
Load Testing					
Handing over of performance test reports and load test results and warranty certificate					

Reason for any modification and responsibility must be given in schedule.

Signature of
Authorized representative
of CIL DBU Dealer

Signature of
Authorized Representative
of Railways

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FORMAT FOR ENGINE PERFORMANCE AFTER D-CHECK

Date of inspection	
Engine Hour Meter Reading	
Low idle RPM	
Oil Pressure at Low idle	
Water temperature at low idle	
Oil temperature at low idle	
High idle RPM	
Oil pressure at high idle	
Oil temperature at high idle	
Hydraulic oil temperature	
Blow-bye reading (of water)	
Crank end play	
Acc, drive end play	
Turbo play - LB	
Turbo play - RB	

Signature of
Authorized representative
of CIL DBU Dealer

Signature of
Authorized representative
of Railways

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Annexure – 13

CIL service network :

User railway to connect Cummins respective territory authorized service dealer to avail the services to carry out D-Check activity.

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