

# **SOUTH EASTERN RAILWAY**

## **SPECIAL CONDITIONS OF THE CONTRACT**

**Name of work:-Annual Repair Contract (ARC) of CEL Make Single Section Digital Axle Counter (SSDAC)/High Availability Single Section Digital Axle Counter (HASSDAC) installed in Ranchi Division for a period of 03 (three) years by OEM or authorised dealer of OEM.**

### **1. Terms and conditions:--**

- (i) This tender will be governed by the General Conditions of Contract as applicable to South Eastern Railway. Indian Railway Standard General Condition of Contract 2022 edition of S. E. Railway with up-to-date correction slip will be applicable to the contract.
- (ii) In case any contradiction between general conditions of contract and special conditions of contract, the latter will prevail over general conditions of contract.
- (iii) The work shall include repair of the defective cards/equipments/modules.
- (iv) Annual repairing charges includes repair of various cards /modules/parts/component for the SSDAC (CEL make) or HASSDAC (CEL make) installed in Ranchi division.
- (v) The ARC includes repairing of defective cards/modules as applicable during ARC period as per terms & conditions of ARC. The period of the contract will normally be for a period of **03 (Three)** years. However, the Railway reserves the right to terminate the contract as per provisions of GCC. At the end of **03 (Three)** years, the Railways may also extend the time of contract, as per need, on mutual consent.
- (vi) All rates are including GST. GST will be payable as per norms. At present it is 18% on ARC work. It may be changed from time to time as notified by Government.
- (vii) The SSDAC/HASSDAC cards sent for repair, if found irreparable, shall be returned back in not more than 3(three) weeks time, with due justification. Payment will be done only for cards which get repaired.

### **2. The scope of the ARC in general covers:-**

- (i) Fault detection and repair of cards/module /sub-system/ system/part of SSDAC (CEL make).
- (ii) Cleaning and applying conformal coating to the repaired cards.
- (iii) Testing of the repaired cards for 48 Hrs at specified temperature given as per RDSO specification.
- (iv) Functional testing of the repaired card after heat & cold cycle test.
- (v) The repaired module shall have same performance and safety features in respect of hardware and software as the module/card originally supplied at the time of commissioning of the system.
- (vi) The repaired card should have a hologram having written "Card Repaired. Tested OK". The each repaired card should be returned with a "Safe for Train Operation" certificate issued by the OEM as per Annexure-I.

### **3. Schedule of activity for execution of ARC:-**

- (i) Railway representative will hand over the defective cards at CEL Sahibabad and will collect from there, once defective cards get repaired.
- (ii) The time for repair and return of the card shall be 30 days after it has been handed over to the firm's premises, duly recording the receipt of the card(s). Once card is repaired, intimation shall be given to SSE/Signal/HTE by phone followed by email to **ssesignalhatia@gmail.com and srdsternc@gmail.com**.
- (iii) In case the damage to the card is irreparable, the same shall be certified with detailed reasoning and informed to railways within 3 weeks. If any card is not repairable then "Non-repairable Certificate" to be issued as per Annexure-I with each card signed by OEM.
- (iv) In case a repaired module/card is plugged in the SSDAC/HASSDAC and still it does not function satisfactorily, the firm shall depute their site Engineer to the concerned station for necessary rectification within a 48 hrs. of getting the advice from Railway authorities and there shall be no any extra charge given.
- (v) Warranty of the repaired modules/cards/components shall be minimum 6(Six) months. If any repaired modules/cards/components fail/defects arise within warranty period, it shall be repaired by the firm free of cost within 30 days. If the Contractor becomes unable to repair such defects found during the warranty period charges already paid towards repair will be recovered from the Contractor. However, if the mishandling by Railway representative, water seepage, fire or any other terms & conditions laid down by the Contractor which is beyond normal wear & tear make the equipment irreparable during the warranty period, the Contractor will be exempted from the warranty clause. But the details of the reasons making a set under warrantee irreparable should be recorded clearly in the register under custody of SSE/Sig-in-charge with clear certification by the ADSTE/DSTE-in-charge to exempt the Contractor from the warranty clause.
- (vi) Adequate care to be taken while executing the work without causing any damage to Railway premises or interruption of railway working and safe running of trains.
- (vii) All observations during servicing and repair of modules/cards/components carried out will be entered against each card in the 'Record Book for repair of Cards'. The duly signed copy of CEL Engineer shall be returned along with the repaired card. All these details shall be given in Annexure-I.
- (viii) Test report after repairing of cards should also be submitted stating which part got defective & replaced.
- (ix) A separate register is to be maintained by the Railway SSE/Sig-in-charge to keep the detailed records of the defective sets date-wise with clear signature/ letters of the Contractor or his authorized representative(s) clearly noting the dates of delivery of the sets including handing over to Rly. representative with ADSTE/DSTE-in-charge's counter-signature during the period of ARC time-to-time.
- (x) Railway's Engineer-in-charge/Consignee will certify the repair of all the defective sets at his stores on receipt from the OEM premises and the same can only be taken into consideration for payment after due testing and certification from Railway's Engineer-in-charge.
- (xi) Care should be taken to avoid further damage to the defective Cards/ equipment delivered at the workshop of the contractor during attending to the system. Any damage to Railway property shall be treated as criminal offense and the firm will be held responsible for that to make good of it at his own risk & cost. Any Card of CEL make bearing Non-serviceable certificate of OEM or authorized representative, is the property of Railway and Railway reserves the right to get it repaired if possible by other sources.
- (xii) Every rectification of the defective sets so done by the firm should be certified by the Consignee for certification on receipt and proper test by Railway's Engineer-in-Charge.

#### **4. Penalty:-**

Penalty shall be charged for lapse on the part of the firm as given below and it would be @4% of the cost per card or module per week (In the attached Annexure-A with this tender, the market rate of each card/module under ARC as mentioned in tender schedule required to be provided by the firm to ascertain the penalty mentioned herein). Cost for each card/module to be given by OEM at the time of quoting for calculation of Penalty. Penalty will be imposed with following conditions: -

- (i) If, firm could not repair the defective card/module in maximum 30 days period from the date of handover of defective cards/module at CEL Sahibabad premises.
- (ii) Fraction of week (days) shall be treated as complete week. For example, if card/module is returned one day after repair period then penalty shall be for one week. Similarly if set is repaired and returned after 3 weeks & 2 days after stipulated period of 30 days then delay shall be treated as 4 weeks.
- (iii) The date of handing over card at CEL Sahibabad premises for repair shall be taken as the date from which 30 days repair period will commence. The day of intimating to Railway Representative about repair of defective card/module will be taken as end date of repair period. Decision of Railways in this regard will be final. Firm may intimate Railways about card repair through E-mail/Letter.
- (iv) The concern SSE/Signal unit in-charge shall keep a record in file for cards/modules have/have not been returned duly repaired / or the repaired card/module didn't work at site, if any.

#### **5. Payment:-**

- (i) Firm shall raise bill based on the no. of cards/modules repaired as per record available in the record book. Payment shall be done after deducting any penalty charges for lapse on the part of the firm as given above.
- (ii) Full payment will be due only after all obligations of ARC are fully discharged and certified by the Railway's Engineer & appropriate deductions.

#### **6. Variation clause:-**

- (i) The quantities given in the schedule are tentative. The actual quantities will depend upon accrual.

#### **7. Other items:-**

- (i) A Mobile number, WhatsApp number, Landline phone number, fax number or e-mail ID of the firm's engineer shall be given by the firm at the commencement of ARC for communication in case of any need.

8(a) Following details to be given by Railway for this ARC work: -

<b>Case-I: Handing over of defective card/ modules at OEM premises at CEL Sahibabad</b>						
<b>S. N.</b>	<b>Card name</b>	<b>Serial No.</b>	<b>Date of handing over of defective cards</b>	<b>Sign of representative of Railways</b>	<b>Sign of representative of Firm</b>	<b>Remarks if any</b>
1						
2						

8(b) Following details to be given by OEM for this ARC work: -

<b>Case-II: Handing over of repaired card/ modules at OEM premises at CEL Sahibabad</b>								
<b>S. N.</b>	<b>Card name</b>	<b>Serial No.</b>	<b>Date of handing over of defective cards</b>	<b>Date of intimation by the firm to the railways, that card is repaired</b>	<b>Date of handing over of repaired cards</b>	<b>Sign of representative of Railways</b>	<b>Sign of representative of Firm</b>	<b>Remarks if any</b>
1								
2								

<b>Case-III: Handing over of irreparable card/ modules at OEM premises at CEL Sahibabad</b>								
<b>S. N.</b>	<b>Card name</b>	<b>Serial No.</b>	<b>Date of handing over of defective cards</b>	<b>Date of intimation by the firm to the railways, that card is irreparable</b>	<b>Date of handing over of irreparable defective cards</b>	<b>Sign of representative of Railways</b>	<b>Sign of representative of Firm</b>	<b>Remarks if any</b>
1								
2								

## Annexure-I

## ONE PAGE REPORT

1. Card name:	
2. Card S. no:	
3. Date of manufacturing:	
4. Date of receipt of card for service at OEM premises	
5. Date of rectification	
6. Date of handing over card at OEM premises	
7. Nature of defect	Major / Minor
8. Defect type	Repairable / Non repairable
9. Detail of defect in the card	
10. Detail of corrective action taken	
11. Test conducted after repairing	
12. Is card Safe for train operation	Yes / No

Sign of CEL representative.