

## 5. DELIVERY, INSTALLATION & COMMISSIONING

- **Place of Delivery:** Supply, Installation, and commissioning of equipment shall be done at stations/sites all over Sealdah Division at the cost of the contractor. List of sites will be provided before installation and commissioning.
- **COMMISSIONING CERTIFICATES:**

### PRELIMINARY TEST CERTIFICATE ON RECEIPT OF EQUIPMENT:

After submission of the Third-Party Inspection / Testing Certificate along with OEM's Technical Compliance Certificate and Warranty Certificate by the contractor, preliminary testing shall be done by the consignee on receipt of equipment in the presence of representatives of the contractor, and a Preliminary Test Certificate (**Annexure-XV**) will be issued by consignee. Preliminary testing will comprise of the following:

- (I) Physical verification and inspection of the Smart Card-operated Automatic Ticket Vending Machines (ATVMs) and their components, RFID Card Readers/Writers, etc. as per the supply contract.
- (II) Performing the power-on test for all the equipment supplied. The equipment are to be tested by integrating them to the existing Unreserved Ticketing System network at least for a period of 7 days for evaluation. The responsibility to test the equipment and install them to the entire satisfaction of the Railway rests entirely with the contractor.

### FINAL COMMISSIONING CERTIFICATE:

Consequent to the Installation and commissioning of all equipment at site / Railway stations, a Final Commissioning Certificate (**Annexure-XVI**) will be issued by the consignee. The final commissioning will comprise of the following:

- (i) Successful functioning of the product and compatibility with the CRIS application for 1 month from the date of commissioning is termed as Date of acceptance.
- (ii) The comprehensive Warranty period will be calculated from the date of commissioning of the final machine installed over ER against this order.
- (iii) The supplier will train two staff at each site (Railway station) for 4 working days with installation and operation of the equipment, which will form a part of the final commissioning in coordination with the consignee.

## 6. TECHNICAL SPECIFICATIONS & SUPPORT MANUALS

- **TECHNICAL SPECIFICATIONS:** Detailed technical specifications for the equipment are given in **Annexure- ATVM Specification (Annexure A1, A2, A3, and Annexure IV)**. The bidder must submit an item wise compliance of these technical specifications.

Any Specification / conditions stated by the contractor in the covering letter submitted along with his tender shall be deemed to be part of the contract only to such extent as has been explicitly accepted by the Railway. ATVMs will be connected with the existing Unreserved Ticketing System (UTS) for issuing unreserved tickets. ATVMs will be operated through prepaid smart cards / UTS on the Mobile App.

- **SUPPORT MANUALS:** One set of manuals and support documents with each Smart Card-operated Automatic Ticket Vending Machine (ATVM) and Station RFID Smart Card Reader shall be made available. All the Hardware must be accompanied by the original documentation and a full set of accessories given by the manufacturers. Any software for the installation of the equipment shall be supplied on CD/VCD.

Obtaining of any licenses or any other statutory requirement for installation and working of all equipment shall be the responsibility of the tenderer.

It will be the sole responsibility of each bidder to fully acquaint himself with all the local condition and factors, which could have any effect on the performance of the contract and the cost.

The contractor shall install the equipment and execute other works under this contract to the entire satisfaction of consignee.

## 7. COMPREHENSIVE WARRANTY

- **COMPREHENSIVE WARRANTY:** The Comprehensive warranty shall be for a period of 36 months (03 Years) from the date of successful commissioning of the final machine installed over ER against the order/contract or 42 months from the completion of supply, whichever is earlier. The warranty support shall cover the following: (I) 24 hours x 7 days a week support, including Saturday, Sunday and holidays. (II) Free patches / upgrades and firmware upgrade of Smart Card operated Automatic Ticket Vending Machine (ATVM) and its sub-components and RFID Smart Card Readers. The installation of these will be the joint responsibility of the bidder and Original Equipment Manufacturer. (III) During the warranty period contractor shall provide/replace/repair all parts and accessories including Touch Screens, Thin Client, RFID Reader/Writers, Thermal Printers, Thermal Heads, Printer Cutters, UPS & UPS batteries, led lighting arrangement inside the enclosure, etc. along with all accessories, circuits and other parts at no cost to Railways irrespective of their Codal life and any environmental conditions. (IV) The bidder shall provide a complaint Escalation mechanism to escalate complaints during the warranty period, whenever required. (V) Bidder will maintain their inventory of spares so as to give fast and efficient service, carry out all necessary repairs and replacements of parts without any additional cost to railways in any condition.

## 8. PREVENTIVE MAINTENANCE & PENALTIES

- **Preventive Maintenance clause during the Warranty Period** Preventive maintenance (PM) of all machines/equipment will be done by the vendor at least once a month, for which a Preventive maintenance schedule to be submitted to the consignee in advance. The last month's Preventive maintenance compliance reports should be submitted to the consignee in the first week of every month by the contractor. The Preventive maintenance should cover the following activities: (I) Complete overhauling, repairing, cleaning of all the machines/equipment, spare parts (Thermal Heads, Cutters, Air filters etc.) along with UPS/ Batteries. (II) After the PM activity, the machine should be in working condition. (III) Contractor / Preventive maintenance engineer should obtain the preventive maintenance compliance report from the concerned station in- charge/ CBS/CNC, with his name, signature, date, and seal. If the machine remains non-functional, the station in charge should indicate in the Preventive maintenance compliance report with reasons. (IV) In case the contractor is not able to repair/replace the equipment/parts within one week of a breakdown call or a preventive maintenance activity, the reason for non-repair of the equipment should be given in writing. In such case, the railway reserves the right to get the equipment repaired from any other sources. The cost of such repairs will be recovered from the contractor's bills other than penalty charges.
- **PENALTY CLAUSE FOR WARRANTY PERIOD:** For ensuring uninterrupted ticketing at a location, all the ATVMs should be in working order. Service engineers should reach the site, identify the failure/fault in ATVMs and ensure rectification, and ensure that ATVMs are in working order within the timeline as under: Penalty for not rectifying within the Free time of 48 Hours: Rs.250.00 per non-working ATVM per day or part thereof beyond Free Time.
- **Commencement of Free Time:** Whenever a complaint regarding failure is registered/lodged through call, SMS, e-mail, WhatsApp, or call on Toll-free number given by the bidder, and the time at which the complaint is conveyed will be deemed as the commencement of Free Time. **Penalty on failure of PMC (Preventive Maintenance Clause):** On failure to provide monthly preventive maintenance, penalty of Rs.250/- per ATVM if unattended in the month shall be levied. For the warranty period, total penalty shall be subject to a maximum of 10% of the total value of the Purchase Order. The penalty will be worked out quarterly and shall be advised to the bidder/supplier by the Divisional Office. The penalty should be paid by the supplier within 60 days from the date of advice of the penalty, failing which the penalty amount would be recovered from the Security Deposit / Bank Guarantee. Non-compliance of terms and conditions of contract, unsatisfactory performance by supplier and non- payment of penalty can also lead to forfeiture of Security Deposit / Bank Guarantee and blacklisting of firm.

- **NOTE:** If the problem in Smart Card operated Automatic Ticket Vending Machine (ATVM) are not rectified within 7 days, additional penalty of Rs 1000/- per day or part thereof will be levied. The penalty will be worked out on Quarterly basis and shall be advised to the bidder / supplier by the Divisional Office. The penalty should be paid by the supplier within 60 days from the date of advice of penalty, failing which penalty amount would be recovered from Security Deposit / Bank Guarantee. Non compliance of terms and conditions of contract, unsatisfactory performance by supplier and non-payment of penalty can also lead to forfeiture of Security Deposit / Bank Guarantee and blacklisting of firm.

## 9. PAYMENT TERMS & SECURITY DEPOSIT

- **Performance Bank Guarantee (PBG):** Successful bidder has to submit 5% of order value for SD amount as mentioned in bid. This SD amount of 5% of order value shall be returned once the complete order quantity is supplied, commissioned and tested successfully. In addition to this SD amount, supplier shall submit PBG for 5% of the contract value separately as a security covering the warranty period which shall be submitted within 10 days of commencement of warranty period with a validity of 6 months beyond the completion of warranty period.
- **PAYMENT:** CRAC shall be generated by the consignee Gazetted officer and 100% of the value of contract shall be paid subject to submission of the following documents (if GeM Contract):
  - 1) RITES inspection certificate along with technical compliance certificate & Guarantee /Warranty certificate of OEM as per **Annexure-II** duly certified by RITES.
  - 2) Successful receipt of all machines at divisions and submission of successful FINAL COMMISSIONING CERTIFICATE (**Annexure-XVI**) of all machines from divisions.
  - 3) Self-certificate that "power on test" of all the machines is done successfully by the supplier.
  - 4) 5% PBG towards warranty security by the supplier.

Note: (a) In case of delay in final commissioning beyond 3 months from the date of delivery, on account of reasons not attributable to the contractor, to be certified by the consignee, penalty will not be imposed for delay in final commissioning and payment may be made for goods/services actually commissioned. (b) On the other hand, in case of delay in final commissioning beyond 3 months from the date of delivery, on account of contractor, to be certified by the consignee, only 10% of the cost of non-commissioned equipment may be paid.

## 10. BID SUBMISSION REQUIREMENTS

- **CONTENTS OF THE BID:** Bids must be furnished along with check-list documents placed at **Annexure-XIV** and this 'Special Terms and Conditions' document of this tender. The specific information indicated against each section must be provided. Offers which do not contain the information sought might be considered unresponsive and become liable for rejection.

## 11. Special Condition of Contract (SCC): Pre-Dispatch Integration and Factory-Level Fitment of Commercial Advertisements on ATVM Kiosks

### *Provision for Advertisement Space, Factory Integration, Inter-Agency Coordination, and Financial Liabilities*

#### Absolute Right of Way for Commercial Publicity

- a. The Railway Administration reserves the absolute, unchallengeable right to utilize the exterior front panel space situated below the CPU tray—specifically measuring 550 mm (Width) × 500 mm (Height) as per the engineering layout in Annexure-A3—for sole commercial branding, static media, or digital Out-Of-Home (DOOH) displays. The successful tenderer/OEM shall have no commercial claim, veto power, or legal objection regarding the content, branding, or nature of the advertisements authorized by the Railways.

#### Mandatory Factory-Level Access and Timeline Integration

- b. Access Facilitation: The successful ATVM tenderer/OEM shall provide unhindered access, designated workspace, and basic shop-floor infrastructure (including stable power supply and testing tools) at their manufacturing or assembly plant to the Railways' Authorized Advertising Agency or its licensed vendors.
- c. Production Timeline: This access must be provided *prior* to final Pre-Dispatch Inspection (PDI) by the designated Railway Inspecting Authority (e.g., RITES/Consignee). The OEM must incorporate a minimum of 7 working days into their production timeline specifically for the advertising fitment process, ensuring no delay is attributed to the Railway Administration.

#### Technical Integration & Engineering Boundaries

- d. Structural & Weather Integrity: For static media (acrylic panels/cast vinyl wraps) or digital hardware (stretched LCDs/modular LED arrays), the fitment must be executed flush with or securely mounted onto the kiosk exterior. Structural modifications (such as drilling of chassis holes or routing of internal conduits) must be coordinated with the OEM's engineer to ensure that the kiosk's IP 21 or higher ingress standard is not compromised.

- e. Thermal Management Safeguards: The deployment of any digital screen or backlit media must not interfere with the internal cooling mechanisms or block the cabinet cooling fans. The overall internal ambient temperature must strictly continue to be maintained **45 degree C** under continuous operation, as mandated in the technical specifications.
- f. Electrical Isolation and Safety:
  - a. Any digital display, media player, or LED driver integrated into the lower compartment must be powered via a distinctly isolated, fire-retardant (FRLS) wiring harness.
  - b. It must be tapped downstream of the main surge protector but must not draw power from the core ticketing UPS or processing unit circuit.
  - c. The cumulative electrical load of the ATVM components combined with the digital advertisement display must strictly remain within the 5 AMP threshold and must not trip the 5 AMP/6 AMP current surge protector MCB.
  - d. The AC RMS voltage between Earth and Neutral must remain less than or equal to 2 Volts post-integration.

#### Financial Liability & Cost Allocation

- g. Costs Borne by the ATVM OEM: The cost of all core ATVM infrastructure, including the mandatory 5 AMP/6 AMP current surge protector MCB, internal kiosk cooling systems, and basic factory workspace/testing facilities, shall be borne entirely by the successful ATVM tenderer/OEM as part of their comprehensive bid price.
- h. Costs Borne by the Advertising Agency/Licensee: The cost of procurement, customization, transport, and factory-level physical installation of the advertisement apparatus (whether static panels, vinyl wraps, or digital screens), along with any specialized isolated cabling or dedicated secondary fuses/sub-MCBs required exclusively for the advertisement unit, shall be borne entirely by the Railways' Authorized Advertising Agency/Licensee.
- i. Zero Liability for Railways: The Railway Administration shall incur zero additional financial liability toward either party for the integration of advertisements at the pre-dispatch stage.

#### Liability for Excess Costs and Reversion Safeguard

- j. Direct Billing to Advertiser: If the successful ATVM tenderer/OEM has to incur any legitimate, verifiable additional expenses due to the specific technical requirements or structural alterations demanded by the Authorized Advertising Agency, such costs shall be settled mutually and directly between the OEM and the Advertising Agency. The

Railway Administration shall remain completely indemnified against any such additional cost claims.

- k. **Non-Payment Default and Reversion to Standard Specification:** In the event the Authorized Advertising Agency fails or refuses to clear the mutually agreed-upon additional integration costs to the OEM within 48 hours of a formal written demand, the OEM shall be relieved of the obligation to perform any custom advertising modifications.
- l. **Zero Additional Cost Obligations:** In such a default scenario, the uppermost cost liability to the OEM for custom modifications is zero. The OEM shall manufacture and deliver the kiosk as per the standard, unmodified specifications of Annexure-A3, with the space below the CPU tray delivered as a standard flat metal panel. The OEM shall proceed immediately with the Pre-Dispatch Inspection (PDI) and delivery without any penalty for excluding the advertiser's custom requirements.

#### Dispute Resolution Framework (Inter-Agency Escalation)

- m. **First-Instance Resolution:** In the event of any technical, logistical, or operational dispute between the successful ATVM tenderer/OEM and the Railways' Authorized Advertising Agency/Licensee at the factory premises, both parties shall first attempt to resolve the issue mutually within 48 hours of occurrence.
- n. **Escalation to Competent Railway Authority:** If the dispute remains unresolved after 48 hours, it shall be formally referred to the Senior Divisional Commercial Manager (Sr. DCM) of the respective division. The Sr. DCM (or an official nominated by them) shall review the technical and contractual constraints.
- o. **Final and Binding Decision:** The decision passed by the Sr. DCM regarding the dispute shall be final, conclusive, and legally binding upon both the ATVM OEM and the Authorized Advertising Agency. Neither party shall be entitled to halt manufacturing, withhold factory access, or delay the Pre-Dispatch Inspection (PDI) and delivery schedule of the ATVM kiosks owing to a pending dispute.

#### Transit Packing and Delivery Accountability

- p. **Safe Transit:** The OEM shall bear the sole responsibility for designing and executing transit-packaging protocols (e.g., heavy-duty foam cushioning, edge-guards, and moisture-proof wrapping) that safeguard both the ATVM shell and the factory-fitted advertisement panels during transit.
- q. **Defect Liability at Site:** If any scratch, dent, electrical malfunction, or structural defect is noticed on either the kiosk or the integrated advertisement media during the final unpacking at the consignee's station site, it shall be treated as a delivery failure. The OEM will be required to rectify or replace the affected components at their own cost before final acceptance is granted.

Non-Invalidation of Comprehensive Onsite Warranty

- r. The factory-level fitment, physical mounting, or electrical tapping executed for the advertisement setup under this clause shall not, under any circumstances, invalidate, dilute, or void the 03 years Comprehensive Onsite Warranty & Support Services mandated under Annexure-C of this contract. The OEM remains fully liable to service, repair, and maintain the ATVM kiosks for the entire duration of the warranty period without claiming "unauthorized modification" by third parties.

**12. BIDDER MUST SIGN & STAMP ON EACH PAGE OF THIS ATC DOCUMENT AND SUBMIT THE SAME AS A TOKEN OF ACCEPTANCE OF ALL TERMS & CONDITIONS.**

**13. Corrigendum**

Minor typographical and numbering errors in **Annexure A2 (CRIS 1k Card Commands)**:

- **Sequential Numbering Error:** Under the "WRITE COMMAND" section, the roman numerals are out of order and duplicated. The sequence currently reads: iv), ii), iii), iv), v), vi).
- **Command Typos:**
  - Under "READER VERIFICATION", the command is misspelled as "Rer" instead of "Rcr".
  - Under "COPY COMMANDS", the command format is written as "cr,blockNumber1 to blockNumber2" (missing the = sign) and the example is given as cr-0405 instead of cr=0405. Additionally, the error code for "no value block" contains a typo ("ȳ") instead of "I

Above points to be noted and followed.