

Name of the work: Comprehensive Annual Maintenance Contract for Electronic Interlocking Systems of M/s. Hitachi make at 7 stations [STE, HAH,KRNR, AKK,MGF,HLN & MVC] in MYS division for a period of the three years.

Item Description
Comprehensive Annual Maintenance Contract for Electronic Interlocking System of M/s. Hitachi make at 7 stations monthly once for 36 Months at stations STE, HAH, AKK, MGF, HLN & MVC and 24 months for KRNR station of Mysore division

SPECIAL CONDITIONS OF CONTRACT PART-I

A) GENERAL:-

1. The Comprehensive Annual Maintenance Contract (CAMC) shall cover the complete Electronic Interlocking (EI) system including all associated hardware, software, subsystems, peripherals and interfaces required for operation of points, signals, level crossing gates, block working, IB signals, crank handles and other associated signalling controls.
2. The contractor shall repair or replace defective cards, modules, subsystems and peripherals free of cost during the contract period. However, damages arising out of natural calamities and unforeseen circumstances such as floods, earthquakes, fire, lightning, vandalism, theft, sabotage or similar events shall be excluded from the CAMC scope and shall be attended separately on mutually agreed terms and conditions.
3. The contractor shall attend all breakdowns and failures without any additional charge and shall carry out repairs, replacements and restoration of the system to its normal working condition.
4. No additional payment shall be admissible for preventive maintenance visits, corrective maintenance visits, breakdown attendance, software support, technical assistance or any other maintenance activity covered under the CAMC.
5. The contractor shall submit annual performance reports covering reliability, maintainability, availability, failures attended, corrective actions taken and recommendations for system improvement whenever required by Railways/RDSO.
6. The contract shall be applicable only to the equipment covered under the Schedule of Works and Special Conditions of Contract.
7. Railways may, during the currency of the contract, include additional equipment, modules, interfaces or features under the CAMC by mutual agreement. Payment for such additions shall be made on a pro-rata basis for the remaining contract period.
8. The tenderer shall be either the Original Equipment Manufacturer (OEM) of the EI system or an authorized service provider/dealer of the OEM. Authorization certificate issued by the OEM shall be submitted along with the offer, failing which the offer shall be summarily rejected.
9. The contractor shall maintain the EI system in a healthy, reliable and fail-safe condition and take all preventive and corrective actions necessary to minimize failures and operational interruptions.
10. The CAMC shall remain valid for a period of three years from the date of commencement of the contract unless otherwise specified.
11. Payment shall be released quarterly after satisfactory completion of services and after adjustment of penalties, recoveries and statutory deductions, if any.
12. The contractor shall deploy qualified maintenance engineers at designated maintenance locations as specified by Railways and ensure availability of required tools, test equipment, software, interface cables, laptops, spare modules and technical documents.

13. There shall be no restriction on the number of breakdowns calls to be attended during the contract period.
14. Maintenance services shall be available round the clock, including nights, Sundays and holidays.
15. In the event of strikes, lockouts or labour disturbances, the contractor shall ensure availability of essential maintenance services for attending safety-related failures.
16. The contractor's engineer shall attend complaints within the response time stipulated in the contract. Failure to comply shall attract penalties as per contract conditions.
17. Preventive maintenance shall be carried out at least once every 30 days at each station and shall include cleaning, inspection, parameter verification, software checks, log analysis, health monitoring and all other activities necessary for reliable system performance.
18. Every maintenance visit, whether preventive or corrective, shall be recorded in the maintenance register and certified by the authorized Railway representative.
19. Intensive preventive maintenance shall be carried out within 15 days after attending any major failure.
20. During each visit, the contractor shall download, analyse and review all EI error/event logs and submit reports along with corrective and preventive action details.
21. Detailed records of measurements, adjustments, replacements and repairs carried out shall be maintained and countersigned by the Railway representative.
22. The contractor shall attend and rectify all defects existing at the commencement of the contract and those subsequently reported during the contract period.
23. Adequate stock of critical spares and replacement modules shall be maintained by the contractor to ensure restoration within the specified time limits.
24. The contractor shall rectify all defects pointed out by Railways during inspections. The decision of the Railway Engineer regarding the existence and nature of defects shall be final and binding.
25. A competent engineer/supervisor shall be available on telephone round the clock for receiving failure information and coordinating restoration activities.
26. Only authorized and trained personnel of the contractor shall undertake maintenance activities. Such personnel shall carry valid photo identity cards issued by the contractor.
27. The contractor shall nominate competent site engineers capable of attending all categories of EI failures and shall provide their contact details to Railways.
28. All preventive and corrective maintenance activities necessary for proper functioning of the EI system shall be carried out by the contractor.
29. During each visit, the contractor shall impart on-site training to Railway staff on system maintenance, diagnostics and first-line fault rectification.
30. Whenever required by Railways, the contractor shall provide technical assistance for modification, augmentation, relocation, testing and commissioning of the EI system.
31. If the contractor attributes a failure to reasons beyond the scope of the EI system, the same shall be supported by documentary evidence, measurements and technical reports. The decision of Railways shall be final.
32. No defective card, module or equipment shall remain in service beyond 24 hours from the time of reporting. Repaired or replaced items shall conform to OEM specifications and shall be free from defects in workmanship and materials.

28. PAYMENT & PENALTY:

- a) Full payment for each quarter (three months) shall be released to the Contractor only upon satisfactory fulfillment of all CAMC obligations pertaining to that quarter. Payment shall be made after verification and certification by the authorized Railway representative of the maintenance service reports, records of monthly and quarterly preventive maintenance visits, failure attendance and rectification details, servicing carried out, and training imparted to Railway staff. Further, the prescribed system uptime and performance requirements shall have been achieved and maintained during each month of the quarter.
- b) If the Contractor fails to attend a reported failure within 24 hours in the case of minor faults or within 4 hours in the case of a major failure/total system shutdown, or fails to rectify and restore the defective card, module, equipment or subsystem within 24 hours from the time of intimation by the Railway, penalties as specified below shall be levied. Such penalties shall be recovered from the Contractor's bill in addition to any proportionate deduction in CAMC charges applicable for the period of non-performance.

Major Failure	STE, HAH, KRR, AKK, MGF, HLN & MVC	4 Hours after intimation to site Engineer through call/SMS	Rs.5000/Hour/ System up to 08 Hrs.
Minor failure		24 Hours after intimation to site Engineer through call/SMS	Rs.500/ hour/system

- i. Any erratic behavior of the EI system, including partial or complete system shutdown, VDU hanging, communication failure, or any malfunction affecting train operations, shall be classified as a Major Failure. All other failures not affecting train operations shall be treated as Minor Failures.
- ii. In the event that a Major Failure remains unresolved for more than 08 hours from the time of reporting, no CAMC payment shall be admissible for the affected system for that quarter.
- iii. In the event that a Minor Failure remains unresolved for more than one week from the time of reporting, no CAMC payment shall be admissible for the affected system for that quarter.
- iv. Preventive maintenance shall be carried out at intervals of 25 to 35 days. Failure to carry out the scheduled maintenance within this period shall be treated as a missed maintenance visit. For the first missed maintenance visit in a quarter, a penalty of ₹3,000 per station shall be levied and no payment shall be made for that month. If the scheduled maintenance is missed for a second time during the same quarter, no payment shall be made for the entire quarter for the concerned station, in addition to a penalty of ₹3,000 per missed month. Any maintenance visit carried out before 25 days or after 35 days from the previous scheduled maintenance shall be treated as a missed maintenance visit.
- c) Payment shall be made on a quarterly basis. However, release of quarterly payment shall be subject to certification by the competent Railway authority that all Electronic Interlocking (EI) equipment, spare cards, modules and associated peripherals are in satisfactory working condition and that the contractor has fulfilled all contractual maintenance obligations. Payment shall be made only after verification of the prescribed maintenance records and supporting documents.

The contractor shall maintain detailed records of preventive maintenance visits, breakdown attendance, failures, repairs, replacements and servicing carried out. Such records shall be maintained in triplicate in the prescribed format and kept both with the contractor and at each station for verification and inspection by Railway officials.

STATION NAME

Sl.No.	Date of visit	In case of failure Date & time		Details of Work done	Signature of	
		IN	RT		Service Engineer	Railway Engineer

The Contractor shall supply printed maintenance record books in triplicate for recording details of preventive maintenance visits, breakdown attendance, failures, repairs, replacements and servicing carried out at each station. The records shall be maintained in the prescribed format and duly authenticated by the authorized Railway representative.

The first and second copies of the triplicate record shall be submitted to the Railway authorities along with the contractor's bill for processing of payment, while the third copy shall be retained by the Contractor for their record and future reference.

- d) Final payment under the CAMC shall be released only after the Electronic Interlocking (EI) system and all associated equipment are handed over to Railways in a healthy, fault-free and fully functional condition upon expiry of the contract period. A certificate to this effect shall be submitted by the Contractor and duly verified by the Supervisor-in-Charge and countersigned by the concerned Railway Officer.

Any failure, defect or repair requirement reported during the currency of the CAMC shall remain the responsibility of the Contractor, irrespective of the expiry of the contract period. The Contractor shall attend and rectify all such pending defects to the satisfaction of Railways before final settlement of the contract.

In the event of the Contractor failing to attend or rectify any such pending defects, Railways shall be at liberty to carry out the repairs through another agency or by departmental means. The expenditure incurred thereon, together with any associated charges, shall be recoverable from the Contractor's pending bills, security deposit, performance guarantee or any other dues payable under the contract.

B) OPERATION AND CARE OF EQUIPMENT:

- i. Railways shall operate the Electronic Interlocking (EI) system and associated equipment, as far as practicable, in accordance with the operating instructions, manuals, guidelines and advisories issued by the Contractor/OEM from time to time.
- ii. Railways shall use only such consumables, storage media, accessories, peripherals, communication interfaces and other related items as are approved or recommended by the Contractor/OEM for use with the equipment. Any deviation from the approved specifications shall be undertaken only with the concurrence of the Contractor/OEM and the competent Railway authority.

C) EASY ACCESS AND CO-OPERATION:

- i. To enable the Contractor to effectively discharge its obligations under the CAMC, Railways shall provide reasonable access to the Electronic Interlocking (EI) system, associated equipment and relevant installation locations as and when required for preventive and corrective maintenance activities.

- ii. During fault investigation, troubleshooting and restoration activities, Railways shall, wherever necessary, depute suitable staff conversant with the EI system and associated signalling equipment to assist and coordinate with the Contractor's maintenance personnel

D) MOVEMENT OF EQUIPMENT:

- i. Railways shall provide the Contractor with a minimum notice period of thirty (30) days before shifting, relocating or removing any part or the entirety of the equipment covered under the CAMC.
- ii. During the period of such relocation, shifting or temporary non-availability of the equipment, the contractual charges payable to the Contractor under the CAMC shall continue to remain applicable, unless otherwise mutually agreed upon in writing.
- iii. In case any documents, equipment, modules, cards, tools or materials are required to be taken outside Railway premises for repair, testing or any other authorized purpose, prior approval of the Officer-in-Charge shall be obtained. Such movement shall be carried out under proper documentation, inventory records and acknowledgement, duly signed by the authorized representatives of both the Contractor and Railways.

E) Safety Measures by contractor's staff:

- i. The Contractor shall provide and maintain adequate personal protective equipment (PPE) and safety gear for all personnel deployed at Railway premises. Such equipment shall be kept in serviceable condition and readily available for immediate use. The Contractor shall ensure strict compliance with safety requirements and proper usage of the prescribed safety equipment by all personnel engaged in the work.
- ii. The Contractor shall take all necessary precautions to ensure the safety of its personnel while working or moving within Railway premises. The Contractor shall comply with all applicable Railway safety rules, regulations and instructions and shall ensure that the same are strictly followed by its employees, representatives, agents, sub-contractors and workmen. The Contractor shall make all such personnel aware of these requirements and of their responsibilities and liabilities arising therefrom.
- iii. All maintenance and related activities shall be carried out with utmost care and in a manner that does not interfere with train operations, signalling functions or Railway working, except to the extent specifically authorized by Railways.
- iv. The Contractor's employees, representatives and workmen shall not operate, manipulate or interfere with any Railway appliance, signalling equipment, installation or system connected with the safe movement of trains. Whenever any operation is required, the matter shall be brought to the notice of the authorized Railway official, who shall take the necessary action.
- v. The Contractor shall take all necessary precautions to prevent damage to Railway signalling equipment, transmission cables, communication systems, station installations, electrical equipment, tracks, rolling stock, fencing and any other Railway assets. Any loss or damage caused to Railway property due to the acts, negligence, default or omissions of the Contractor, its employees, agents, representatives or workmen shall be made good by Railways at the risk and cost of the Contractor. The expenditure incurred on such repairs, restoration or replacement shall be recoverable from any amount due to the Contractor under the contract or through any other lawful means available to Railways.

F) Contractor's reliability costs, damages etc:

All costs, damages and expenses which the Railway may have incurred or suffered and which are recoverable from the contractor under the terms of this contract or the relevant law may at the discretion of the Railways, be recovered by deducting requisite amounts from any money due and payable or refundable to the contractor or any account whatsoever or by legal proceedings. The Railway also reserves the right and shall be entitled to retain payments due to the contractor under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction whatsoever against the contractor in exercising this right the Railway shall not act unreasonably.

In this event of any breach of the aforesaid conditions, the contractor shall in addition to throwing himself open to action for contravention of terms of the agreement and/or for criminal breach of trust, be liable to account to Government for all money advantageous or profits resulting or which in the usual course would have resulted by reason of such breach.

G) Site facilities:

- i. To enable the Contractor to effectively discharge its obligations under this contract, Railways shall provide all reasonable assistance for access to the Electronic Interlocking (EI) equipment and associated installations required for maintenance activities.
- ii. For necessary coordination during fault investigation, troubleshooting and restoration activities, Railways shall make available, free of charge, suitable staff conversant with the EI system and associated Railway installations, wherever considered necessary.
- iii. If any equipment, module, rack or other item is required to be physically shifted or handled in connection with the execution of maintenance services under the contract, Railways may, upon request and subject to availability, provide necessary assistance and manpower without additional charge.
- iv. No Railway privilege passes or free travel facilities shall be provided to the Contractor or its employees. However, identification letters/cards, as considered necessary by Railways, may be issued to personnel engaged on the work.
- v. Railways shall not bear any octroi, entry tax, local levies or similar charges on materials transported by the Contractor. Wherever required, the concerned Railway Engineer may issue necessary waybills or authorization documents for movement of Railway materials.
- vi. Following every major or minor breakdown attended, the Contractor's Service Engineer shall prepare a detailed service report indicating the nature of failure, action taken, materials replaced, restoration time and preventive measures suggested. The report shall be submitted to the Sr. DSTE concerned within 24 hours of attending the failure.

H) Requirement of Up Time and Down Time.

1. The Contractor shall ensure a minimum system availability (uptime) of **99.99%** for each Electronic Interlocking (EI) system covered under the CAMC during the contract period.
2. The Contractor shall prepare and submit a monthly performance report indicating the uptime, downtime, Mean Time Between Failures (MTBF) and Mean Time To Repair (MTTR) for each EI system. The report shall be jointly verified and signed by the Contractor's representative and the authorized Railway representative and shall form part of the performance records for assessment of CAMC compliance and release of payments.

SPECIAL CONDITIONS OF CONTRACT PART-II

- 1) Service Engineers, Technicians and Maintenance Personnel of the Contractor shall enter the Relay Room only in the presence of and with the authorization of Railway personnel.
- 2) The Contractor shall print, supply and maintain CAMC Registers at each station in the format approved by Railways. The Contractor shall also maintain a detailed History Sheet for each EI equipment/installation throughout the contract period.
- 3) The Contractor shall ensure the health and effectiveness of the earthing system, EMI shielding arrangements, Surge Protection Devices (SPDs) and associated protective systems. Earth resistance values, SPD health status and other relevant parameters shall be periodically measured, recorded and maintained in registers approved by Railways.
- 4) During the CAMC period, the Contractor shall maintain an adequate inventory of essential spares, not less than 10% of the installed quantity, including but not limited to CPU Cards, Power Supply Cards, Vital Input/Output Cards, Non-Vital Input/Output Cards, VCOR Relays, DC-DC Converters, Isolators, Converters, Compilers, Indoor Cables and Wires, Fuses, Terminals, Couplers, Surge Arrestors and all other hardware/software forming an integral part of the EI system, excluding signalling relays and batteries. These spares shall be strategically stocked at central locations such as MYS and HLN to facilitate prompt restoration during failures. Connectivity up to Maintenance Terminals, VDUs and Operation-cum-Indication Panels shall also be covered under the CAMC.
- 5) The Contractor shall maintain sufficient quantities of spare cards, modules, relays and other critical components at designated stations/locations to minimize downtime during emergencies.
- 6) During the CAMC period, any defective card, module or equipment for which an RDSO-approved replacement is available shall be replaced only with RDSO-approved items. The Contractor shall maintain adequate buffer stock of RDSO-inspected and approved spares and distribute them appropriately to ensure minimum downtime.
- 7) Minor software modifications such as signal aspect modifications, timer setting changes, level crossing gate modifications, axle counter parameter changes and similar alterations shall be carried out by the Contractor free of cost. No additional payment shall be admissible for such modifications.
- 8) The Contractor shall issue laminated photo identity cards to all authorized Service Engineers, Technicians and Maintenance Personnel at its own cost. Railway materials shall be transported only under proper challans; gate passes or authorized documentation.
- 9) The Contractor shall maintain a comprehensive history sheet of all cards and modules installed, repaired or replaced in each EI system and ensure timely updation of records after every replacement or repair.
- 10) The Contractor shall be responsible for maintaining all Railway-supplied maintenance spares in good working condition throughout the CAMC period.
- 11) Payment under the CAMC shall be governed by the relevant payment provisions of the Special Conditions of Contract. Payment for the final quarter shall be released only after ensuring that all Railway-supplied maintenance spares have been returned in satisfactory working condition.
- 12) All repaired or replaced cards/modules shall carry a minimum warranty period of six (06) months from the date of installation.
- 13) Railways shall hand over defective cards/modules to the Contractor for repair. The repaired cards/modules shall be returned within 15 days. In cases where Railway stock of essential/recommended spares is exhausted and system availability is affected; the Contractor shall provide suitable service spares free of cost until the repaired cards/modules are returned. Such temporary service spares shall be returned to the Contractor immediately upon restoration of Railway stock.
- 14) A penalty of ₹500 per card/module/unit per day shall be imposed for delays beyond 15 days in returning repaired cards/modules.

- 15) No defective card, module or equipment shall remain in service or unattended for more than 24 hours from the time of reporting. All repaired or replaced items shall conform to OEM specifications and shall be free from defects in workmanship and materials under normal operating conditions.
- 16) Measurement Book (MB) entries shall be recorded by the concerned SSE/JE for 100% of the work executed. A minimum of 20% test-check shall be carried out by the Officer-in-Charge.
- 17) The rates quoted for CAMC services and repairs shall be inclusive of all taxes, duties, levies, cess, freight, insurance and other statutory charges. The rates shall remain firm and fixed throughout the contract period and shall not be subject to escalation on account of changes in taxes, duties, exchange rates or any other factor.
- 18) The rates quoted under this contract shall not exceed the lowest rates charged by the Contractor for similar maintenance, repair or service contracts executed for any Central Government, State Government or Public Sector organization.
- 19) If Railways decide to terminate the contract for administrative or operational reasons not attributable to the Contractor, Railways shall pay for the services satisfactorily rendered up to the date of termination. The Contractor shall not be entitled to claim compensation, damages or loss of profit arising from such termination. Railways shall provide a minimum notice period of 14 days prior to termination.
- 20) Any damage caused to Railway equipment entrusted to the Contractor for repair, maintenance or testing shall be assessed by Railways, and the corresponding cost shall be recovered from payments due to the Contractor.
- 21) All maintenance activities shall be carried out in accordance with applicable Indian Railway Rules, Signal Engineering Manual provisions, Safety Rules and instructions issued by Railway Administration from time to time.
- 22) The Contractor shall comply with all applicable Central and State labour laws, statutory regulations, welfare provisions, safety requirements and other legal obligations relating to the personnel deployed under the contract.

Part- III

SPECIAL CONDITIONS OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

1. SCOPE OF CAMC:

- A)** The scope of the Comprehensive Annual Maintenance Contract (CAMC) shall broadly include the following:
2. Comprehensive maintenance, servicing and upkeep of all hardware, software, firmware, peripheral devices, interfaces and associated equipment required for ensuring the complete functionality, reliability and availability of the Electronic Interlocking (EI) system.
 3. Attendance and rectification of all minor and major failures of the EI system, including restoration of normal operation through replacement of defective cards, modules, sub-modules, subsystems or other components, wherever necessary.
 4. Repair, replacement or restoration of any defective card, module, sub-module, subsystem, equipment, hardware, software or any other integral part of the EI system required to maintain the system in a healthy and operational condition.
 5. Conducting preventive maintenance at each station/site at least once every month during the CAMC period, including inspection, testing, cleaning, parameter verification, health checks and other maintenance activities required for reliable and safe operation of the system.
 6. Maintaining adequate stocks of essential spare cards, modules, sub-modules and components. Each Service Engineer shall carry the minimum required quantity of critical spares, subject to a minimum of one complete set of essential spare modules for emergency restoration.
 7. Handing over the EI system, associated equipment and maintenance spares to Railways in a fault-free and fully functional condition upon expiry of the CAMC period. Final payment shall be released only after certification by the competent Railway authority that the system, including all associated spares, is free from defects and functioning satisfactorily.
 8. Carrying out any modifications to the EI system that do not involve changes to the approved interlocking logic, safety principles or operational philosophy, without any additional cost to Railways.

A) Details of Items to be covered in CAMC:

The list of equipment proposed to be covered under the CAMC is enclosed as **Annexure-I**. The Annexure shall clearly indicate the details of each equipment, including but not limited to the date of manufacture, date of commissioning/installation, location, present condition, existing defects, recurring failures, major issues, and any other relevant particulars, so as to enable the tenderer to assess the scope of work accurately and quote rates accordingly.

The details of maintenance spares and standby equipment available with Railways and proposed to be covered under the CAMC shall also be indicated in the Annexure.

Any damage to the EI system and its associated equipment arising due to high voltage surges, lightning, electrical disturbances or similar causes shall be covered under the CAMC. The OEM/Contractor shall assess the existing protection arrangements and, wherever necessary, provide and maintain adequate protective devices such as Surge Protection Devices (SPDs), earthing arrangements and other safety measures required for safeguarding the equipment. The tenderer shall take these requirements into account while quoting rates, and no additional payment shall be admissible on this account during the currency of the contract.

Items not covered in the CAMC:

The CAMC shall not cover any loss of or damage to the equipment, whether in whole or in part, arising

out of force majeure events or external causes beyond the control of the Contractor, including but not limited to floods, earthquakes, cyclones, lightning of exceptional intensity, fire accidents, sabotage, terrorist activities, riots, civil commotion, war or other natural and man-made calamities. Any repairs, replacements or restoration work necessitated due to such events shall be carried out separately on mutually agreed terms and conditions and shall not form part of the CAMC obligations.

There are 2 parts in this annual maintenance contract;

(1) Scheduled maintenance

(2) Breakdown maintenance.

The detailed technical specification for above items is as under:

1. Scheduled maintenance:

- a. The Contractor shall deploy only qualified, competent and adequately trained Service Engineers/Technicians for carrying out preventive maintenance and attending breakdowns. The Service Engineer shall possess thorough knowledge of operation, maintenance, diagnostics and repair of the Electronic Interlocking (EI) system and shall visit each station/site once every month.
- b. A maintenance register in the prescribed format shall be maintained at each station/site for recording details of inspections, preventive maintenance activities, failures attended and corrective actions taken.
- c. The interval between two consecutive preventive maintenance visits shall be maintained between 25 and 35 days, i.e., not less than 25 days and not more than 35 days.
- d. Monthly inspection reports shall be submitted regularly to the concerned Railway authority through the Supervisor-in-Charge.
- e. Any defect, abnormality or deficiency noticed during maintenance visits shall be immediately brought to the notice of the Supervisor-in-Charge. Significant defects shall also be reported separately to Sr. DSTE/Mysuru through a written communication clearly indicating the nature of the fault and remedial action proposed.
- f. Certification of satisfactory performance, which shall form the basis for release of quarterly CAMC payments, shall be issued only after completion of all scheduled preventive maintenance activities and submission of the prescribed service reports, maintenance records and call attendance sheets.
- g. All failures, defects and maintenance requirements shall be communicated by Railway officials to the authorized representative of the Contractor. The Contractor shall furnish the names, addresses, e-mail IDs and contact numbers of the responsible maintenance personnel for this purpose.
- h. Upon completion of every preventive maintenance visit or breakdown attendance, the Contractor's Service Engineer shall prepare a detailed service report and submit the same to the Railway representative for record and verification.
- i. All expenses towards transportation, boarding, lodging, accommodation and other incidental expenses of the Service Engineers/Technicians deployed under the contract shall be borne entirely by the Contractor. No additional payment shall be admissible on this account.

2. Breakdown maintenance

- a. Upon receipt of a complaint or failure intimation from Railways, the Contractor's Service Engineer shall immediately proceed to the site by the earliest available means and undertake necessary action to restore the system within the stipulated response and restoration time specified in the contract. Failure to attend or rectify the fault within the prescribed time shall attract penalties as specified under the Payment and Penalty Clause of the contract.
- b. The Contractor shall restore the equipment to normal working condition by repairing or replacing the defective cards, modules, sub-modules, components, peripherals, software or any other associated equipment covered under the CAMC, as applicable.

- c. In the event of any dispute regarding failure duration, downtime calculation, applicability of penalties or interpretation of maintenance obligations, the decision of the Officer-in-Charge of the work shall be final and binding on the Contractor.

1. **DEDUCTION FROM ON ACCOUNT PAYMENT BILLS**

- a. Any costs, damages, losses, recoveries or expenses incurred or paid by Railways in connection with obligations that are the responsibility of the Contractor under the terms of the contract shall be recoverable from the Contractor. Such amounts may be deducted by Railways from any running account bill, quarterly payment, invoice, security deposit, performance guarantee or any other amount due or becoming due to the Contractor.
- b. All such recoveries or claims made by Railways shall be supported, wherever applicable, by relevant records, certified vouchers, receipts, statements of expenditure or other documentary evidence available with Railways, sufficient to enable the Contractor to identify and verify the nature and basis of the claim.

2. **TAXES**

The Tenderer and all personnel employed by him shall pay such taxes like income tax as are payable under statutory laws of India and the Railways will not accept any liability for the same.

Annexure-1

List of Equipments to be covered under CAMC.

1. Vital and Non-Vital Input/Output (I/O) Cards and associated modules.
2. Central Processing Unit (CPU) Cards and processor modules.
3. Power Supply Cards, Power Supply Units and all associated DC-DC Converters and power conditioning modules.
4. Interconnecting cables, cable accessories, termination units, Krone Modules and associated wiring interfaces.
5. Visual Display Units (VDUs), Maintenance VDUs, Personal Computers (PCs), monitors and associated peripherals used for operation and maintenance of the EI system.
6. Data communication equipment and interface devices including Serial-to-Ethernet Converters, Touch Screen Converters, Optical Fibre Converters (OFC Converters), communication modules and all other related networking and interface equipment forming part of the EI system.
7. Vital Cut-Off Relays (VCORs) and associated relay interface circuitry.
8. Station Master's (SM) Panel components, indications, control switches, push buttons, display units and associated accessories connected with the EI system.
9. Installation, updating and maintenance of Antivirus Software and other OEM-approved system protection software required for reliable operation of EI-related computers, VDUs and maintenance terminals.
10. Any other hardware, software, firmware, interface modules, communication equipment, peripherals and accessories forming an integral part of the EI system and necessary for its safe, reliable and uninterrupted operation.

SPECIAL CONDITIONS OF CONTRACT

I. Deduction from on account payment bills;

- i. Any costs, damages, losses or expenses incurred or paid by Railways in respect of obligations that are the responsibility of the Contractor under the provisions of this contract shall be recoverable from the Contractor. Such amounts may be deducted by Railways from any running bill, quarterly payment, invoice, security deposit, performance guarantee or any other sums due or becoming due to the Contractor, as and when such expenditure is incurred.
- ii. All such recoveries or claims made by Railways shall, wherever applicable, be supported by relevant records, certified vouchers, receipts, expenditure statements or other documentary evidence available with Railways, sufficient to enable the Contractor to identify, verify and reconcile the nature and basis of the claim.

II. Excepted Matters;

All disputes *and* differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion and whether before or after the determination of the contract, shall be referred by the application developer to the Railway and the Railway shall within a reasonable time after their presentation make and notify decisions thereon in writing. The decisions, directions and certificates with respect to any matters the decisions of which is specially provided for by these or other special conditions, given and made by the Railway, represented by "The concerned officer as nominated by Senior Divisional Signal and Telecommunication Engineer, South Western Railway, Mysore " be referred herein after as "*Excepted matters*" and shall be final and binding upon the application developer and shall not be set aside on account of any informality, omission, delay, or error in proceedings, in or about the same or any other ground or for any other reason and shall be without appeal.

- i. Tenderer shall supply such reports as to the progress of the contract and in such a form as may be called for by "The concerned officer as nominated by Senior Divisional Signal and Telecommunication Engineer, South Western Railway, Mysore" or their nominee.

III. Arbitration Clause;

In the event that any question, dispute or difference shall arise between the Railway administration and the Tenderer upon or in relation or in connection with this contract, such disputes shall be referred to the Arbitral Tribunal consisting of a sole arbitrator. The arbitration proceedings will be governed by Arbitration and Reconciliation Act, 1996 and the rules made there under and any modification made thereof for the time being in force. All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion and whether before or after the determination of the contract, shall be referred by the contractor to the Railway and the Railway shall within a reasonable time after their presentation make and notify decisions thereon in writing. The decisions, directions and certificates with respect to any matters the decisions of which is specially provided for by these or other special conditions, given and made by the Railway, represented by Senior Divisional Signal and Telecommunication Engineer, South Western Railway, Mysore, South Western Railway, Mysore be referred here in after as "*Excepted matters*" as per item 11 of Chapter I of this Contract and shall be final and binding upon the contractor and shall not be set aside on account of any informality, omission, delay, or error in proceedings, in or about the same or any other ground or for any other reason and shall be without appeal.