

### **SPECIAL CONDITION OF CONTRACT**

1	<b>EQUIPMENT:-</b>
1.1	The contract & rates for spares and service shall be limited to equipment's mentioned in the schedule of Comprehensive AMC for <b><u>Siemens make</u></b> Multi Section Digital Axle Counters for which Railway shall pay to the contractor maintenance service charges as indicated.
1.2	All types of defects & parts of the system will be covered under AMC and no extra charge will be made for rectifying the fault, except for physical damage of parts occurring due to natural calamity or outsider interference. (rectification/replacement of existing defects/missing items before start of AMC date shall be outside the scope of the contract and shall be replaced from Railway spares, In case, the product was out of warranty before start of AMC.
1.3	The contractor shall not be entitled to make any additional charges for carrying out maintenance service in any case.
1.4	The contractor shall have no right to receive any other charges during currency of the contract.
1.5	The Railway and the contractor may at any time mutually agree to include in this contract additional equipment or and feature which too shall be covered by all the terms & conditions of this contract and charges which shall become payable to the contract of the remaining tendency of the contract with effect from the date of their inclusion.
1.6	The Tenderer shall be either original equipment manufacturer of <b><u>Siemens make</u></b> Multi section Digital Axle Counters or authorized dealer/service provider for <b><u>Siemens make</u></b> Multi Section DigitalAxle counters. Authorization certificate from original equipment manufacturer for servicing/maintainingthe equipment to be submitted along with Tender, failing which, the tender offer shall be summarily rejected.
1.7	The <b><u>Siemens make</u></b> Multi section Digital Axle Counters are to be maintained effectively to avoid failures while working the system.
1.8	The scope of AMC covers all the equipment except power supply system, cables and communication media (e.g. Quad cable, OFC, Power cable etc.).
1.9	This is a comprehensive AMC. The firm shall arrange to supply the spares and modules required for this work. The required tool shall be arranged by the firm.
1.10	AMC shall be quoted for a period of <b><u>Two year</u></b> from the date of acceptance of the offer by the firm. Contract agreement may be extended for further period on mutually agreed terms and condition.
1.11	Payment shall be cleared at the end of every quarter after deducting the penalty as accrued during the period.
1.12	There is no limit on the number of calls for the fault rectification.
1.13	In case of odd hour failures and emergencies even on holidays and Sundays, normal service shall be rendered by the firm.
1.14	In the event of strike or lockout or any other labour upheaval in the firm skeleton service shall be made available by the firm to attend to urgent faults.
1.15	The firm shall keep vital material required for maintenance/replacement readily available.
1.16	Defective modules shall be collected by the company's representative and the same shall be replaced by working module.

1.17	The firm's qualified engineer shall attend the complaint within specified time limit of the receipt of complaint as given in clause-5 of this chapter. The complaint shall be lodged telephonically, message or via mail. In case the fault is not attended & rectified within stipulated time period after lodging of complaint, penalty shall be imposed on the contractor as per clause-5.
1.18	Engineers from the firm shall visit the site every month and carry out all remedial maintenance of the equipment and its preventive maintenance required, checking of all earthing system and checking of surge protection and all relevant system component of MSDAC as per below schedule. a. Monthly-Checking the FDS to carry out the below activities; <ul style="list-style-type: none"> <li>• Rectify if any warning / error is shown in FDS.</li> <li>• Download and analyze the FDS logs since the last visit.</li> <li>• [ logs will be stored for the last 6 months either in FDS / external storage device]</li> <li>• Set the time &amp; date in FDS.</li> <li>• Submit Analysis Report.</li> </ul> b. Quarterly visit to all indoor installations to carry out the below activities; <ul style="list-style-type: none"> <li>• Measure the indoor parameters and perform adjustment of AEB boards.</li> <li>• Check earth connections and measure earth value.</li> <li>• Measure indoor System Voltage.</li> <li>• Check the SPD &amp; fuse terminals for any fault indication and correct if any.</li> </ul> c. Half-yearly visit to all outdoor installations to carry out the below activities; <ul style="list-style-type: none"> <li>• Visual inspection of all-wheel sensors.</li> <li>• Measure the outdoor parameters and perform adjustments if necessary.</li> </ul>
1.19	Every visit (Preventive/Corrective maintenance call) of the equipment under AMC by the company engineers shall be certified by the railway official and shall also be recorded in the book maintained for this purpose.
1.20	Whenever breakdown maintenance service is attended and the next preventive maintenance is due within 15 days the same can be skipped.
1.21	Only authorized service personnel of the firm shall undertake the maintenance of the system.
1.22	Each site shall have a register for recording the work done either on call or preventive maintenance, signature of the Railway representative shall also be taken.
1.23	The nearest field service location of the firm along with telephone number, FAX mobile and other information shall be advised to the railway to lodge fault complaint.
1.24	All remedial maintenance of the equipment and its dedicated maintenance required periodically shall be provided by the contractor with his own transport facility to attend failures. Such maintenance will include at the contractor own cost, Supply & fitment of all parts including consumable will need replacement time to time with understanding that part fitted back immediately became railway property and the part removed became contractor property with condition that the contractor shall use new and unused except those parts which can be reused after required maintenance.
1.25	To reduced the down time of MSDAC covered under AMC, the contractor is supposed to depute qualified service engineer at Dadri station and any mid-way station as per the requirement of Railways.
2	<b>PAYMENT: -</b>
	No advance payment will be made by railways to the contractor and shall be paid quarterly after satisfactory completion of maintenance period. In case the contractor fails to maintain the system due to any reason 1.5 times of the rate of AMC for that quarter will be deducted. However, all penalty on the contractor shall continue as per penalty clause to be liable even after termination of the contract and same shall be deducted from any other bill or security month due to the contractor.
3	<b>OPERATION AND CARE OF EQUIPMENT: -</b>

3.1	Railway shall operate the equipment as far as accordingly to the details instruction given in the operation manual of the equipment or as contained in any communication given to them by the contractor for this purpose.
3.2	Railway shall use with the equipment only such machine stationary, other accessories communication and media as are approved by the contractor.
4	<b>EASY ACCESS AND CO-OPERATION: -</b>
4.1	To enable the contractor to discharge their obligations under this contract Railway shall arrange opening of Relay room without any fee.
4.2	For necessary consolation during trouble shooting or faults. Railway shall make available to the contractor free of charge appropriate staff familiar with Railways.
4.3	If at site any item is to be physically moved in connection with the carrying out of contracted maintenance service then for this purpose Railway shall provide to the contractor on request all necessary help and man power without charge.
5.	<b>PENALTY CLAUSE: -</b>
(A)	Cases of failure in which any Multi Section Digital Axle Counter as a whole stop functioning, the firm shall have to attend and rectify the failure within 4 hours of the lodging of complaint, failing which penalty of Rs.5000/-(Rs. Five thousand only) will be levied per hour per system per station.
(B)	In case of failure of standby component in the system the contractor has to arrange the standby or repair the same within 72 hours of the complaint, failing which penalty of Rs. 500/- (Rs. Five hundred only) will be levied per failed component per day.
(C)	In case any failure attended by engineer required to be monitored, the same should be ensured by firm / engineer at site.
(D)	Firm has to submit failure analysis report for major failures or when asked by Railway Official within 10 days otherwise a penalty of Rs. 10,000/- will be imposed.

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