

### **Special Conditions of Contract**

1. The entire work has 02 (Two) parts. Part 1 : The original work as per scope of Schedule A & B (Supply, installation, testing and commissioning of various passenger amenity items and related execution works ); Part 2: Comprehensive Annual maintenance of various passenger amenities items as indicated in Schedule-C for a period of 06 (Six) years will commence after completion of the warranty period of supply, installation and commissioning work.

2. **Completion Period:**

- i. **Part 1:** The original work (Supply, installation, testing and commissioning of various passenger amenity items) should be completed by the contractor **within 09 (Nine) months** from the date of issue of letter of acceptance with the following stipulations. The IPIS system of HIJ station (PF-1 & 2) must be commissioned first. The IPIS system of KGP station (PF-7 & 8) thereafter.
- ii. **Part 2:** Comprehensive Annual maintenance for a period of 06 (Six) years will commence after completion of the warranty period of supply, installation and commissioning work.  
Hence, completion period of the entire work will be = 09 months (Original work as per Part 1) + 24 months (Warranty) + 72 Months (AMC as per Schedule-C) = 105 Months from date of issue of LOA.  
Extension of Time with Liquidated Damages (LD) for delay due to Contractor for Part 1 will be granted on the basis of original completion period of Part 1 i.e. 09 (Nine) Months from date of issue of LOA. The LD will be calculated on the basis of contract value for Schedule A & B.

3. **Warranty Clause:**

The warranty period will be 24 months from commissioning of system in station as per Part 1 above. The warranty period shall be reckoned from the completion of the work in all respects to the satisfaction of the Engineer in-charge of the work. Any defects, if arises during the warranty period contractor will be responsible to rectify or replace as the case may be free of cost at the discretion of the Railway Administration.

4. **EMD:**

EMD has been calculated on the basis of the advertised tender value including (i) Part 1 i.e. Original work (Supply, installation, testing and commissioning of various passenger amenity items) and (ii) Part 2 i.e. Comprehensive Annual maintenance of various passenger amenities items as indicated in Schedule-C. After award of the contract EMD will be converted to SD. SD will be released after successful completion of the entire work that is Part 1 and Part 2 (As defined above).

5. **PAYMENT:**

Subject to any deduction which Railway may be entitled to make under the contract, the contractor shall, (unless or otherwise agreed to by them) be entitled to payments as under.

- (a) **Payment for work under Part 1: The original work (Supply, installation, testing and commissioning of various passenger amenity items)**

Subject to any deduction which Railway may be entitled to make under the contract, the contractor shall, (unless or otherwise agreed to by them) be entitled to payments as under.

- i. The contractor shall be entitled to be paid from Time to Time by way of "On Account" payments only for such works as in the opinion of the Railway's Engineer he has executed in terms of the contract. Such payments will be made on the basis of actual measurements taken by the Railway's representative not below the rank of inspector - in-charge. All payments due on the Engineers or the Engineers representative's certificate of actual measurement shall be subject to any deduction as indicated.
- ii. For Items involving supply and installation being included in separate schedule item, 90% payment for the accepted cost of materials duly inspected and certified (with document) by the inspecting authority authorized by the Railway and supplied by the contractor shall be paid on delivery of the said materials in good condition at stores go-down of concern SSE in-charge and on certification by the authorized Rly Representative i.e. Signal / Telecom Section Engineer. Balance 10% of the accepted cost of the materials to be paid on commissioning of the installation to the satisfaction of the Railway Engineer.
- iii. For Items involving supply, installation & commissioning, 80% payment for the accepted cost of schedule item duly inspected and certified (with document) by the inspecting authority authorized by the Railway and supplied by the contractor shall be paid on delivery of the said materials in good condition at stores go-down of concern SSE in-charge and on certification by the authorized Rly Representative i.e. Signal / Telecom Section Engineer. 10% of the accepted cost of the schedule item to be paid on installation of the same to the satisfaction of the Railway Engineer. Balance 10% of the accepted cost of the schedule item to be paid on successful commissioning to the satisfaction of the Railway Engineer.
- iv. For Items involving only supply and installation not being included in separate schedule item, 100% payment for the accepted cost of materials duly inspected and certified (with document) by the inspecting authority authorized by the Railway and supplied by the contractor shall be paid on delivery of the said materials in good condition at stores go-down of concern SSE in-charge and on certification by the authorized Rly Representative i.e. Signal / Telecom Section Engineer.

- (b) **Payment for work under Part 2: Comprehensive Annual maintenance of various passenger amenities items as indicated in Schedule-D**

Payment for CAMC work will be made as per payment clause under "TERMS AND CONDITIONS OF ANNUAL MAINTENANCE CONTRACT" (Document Attached with NIT)