

TERMS AND CONDITIONS OF ANNUAL MAINTENANCE CONTRACT

1.1 **General.**

Comprehensive Annual maintenance ((**After warranty period which will be 24 months from commissioning of system in station**)) for a period of 06 (Six) years for the entire system (both working and standby system) including repair and replacement of defective card/module/sub-system/ part/wiring/cabling either in hardware or in software or any other form has been mentioned in Schedule-C.

- a) All rates are including GST @18%. GST will be payable as per norms. It may be changed from time to time as notified by Government.

1.2 **THE SCOPE OF THE AMC IN GENERAL COVERS.**

- (a) Maintenance and upkeep of all hardware, software & peripheral equipments supplied under this contract for the items shown in Schedule of AMC.
- (b) Attending to breakdowns.
- (c) Routine / preventive maintenance: For routine checkup & preventive maintenance, one visit every two months at every station must be done.
- (d) Repair/ replacement of defective card/ module/sub-system/ system/ part either in hardware or in software or in any form.
- (e) Modification to software and Hardware required to run the existing system satisfactorily. If any new trains are introduced minor modification in software shall be carried out by the firm free of cost during AMC period.
- (f) The firms shall keep adequate spares at mutually agreed locations at own cost to ensure proper /smooth functioning of the system.
- (g) All the equipments under AMC shall be thoroughly cleaned by AMC staff during each visit.
- (h) Painting of display boards (TIB/AGDB/CGDB whichever applicable) once in a year with paints of Asian Paints / Berger etc.

1.3. **SCHEDULE OF ACTIVITY FOR EXECUTION OF AMC.**

- (a) The qualified Engineer of the firm will visit once in every two months with necessary tools & equipments to check all the hardware, software & peripheral equipments covered under the scope of AMC.
- (b) The comprehensive maintenance should be carried out under the supervision of the competent supervisor with good workmanship to the satisfaction of the Railway Officials/ Administration.
- (c) All sorts of safety precautions should be taken before starting the work. The Railway will not be responsible for any accident caused to its labours during the execution of maintenance works.
- (d) All checks, through servicing and maintenance of equipments carried out, should be entered against each machine /equipment in the **Asset Register**. Signature of the Railway's representative/supervisor during the check should be obtained by the contractor concerned.
- (e) During the period of AMC, the contractor shall remain responsible to arrange for replacement and setting right at his own cost any equipment/sub-system either in hardware or in software or any other form supplied by him which of defective manufacture or defective design or defective material/ component or becomes unworkable due to any cause whatsoever, lightening etc. The decision of purchaser in this regard shall be final and binding on the contractor.
- (f) During the period visited any breakdown requiring repairing, the Engineer of the firm will check & clean all the relevant system components and this includes disinfections of any virus detected.
- (g) All modifications required to the software and hardware for addition/ deletion of any train data, within the scope of the system operation & as deemed fit by the Railway, as and when intimated by Railway, shall be attended by the firm's Engineer within 7 days & carried out free of charges, if it is not possible to carry out these modification by railways.
- (h) Supply of another alternate unit free of cost during the maintenance contract has to be ensured when the machine is taken for any repairing or overhauling, over and above the duplication already provided.
- (i) Training to be provided to enable SSE/Tele and his staff to carry out modification in connection with introduction of new train services, change in time, discontinue of train services etc.

- (j) When the machine/equipment or system component is taken out of the users' premises, an Indemnity Bond has to be executed in proper format by the firm concerned of an equivalent amount as per accepted rate of LOA/CA of Tender.
- (k) No extra transportation charges will be paid for handling of the machine/equipment or system component from site to Firm's premises and back in case of any requirement. No additional payment will be done to Contractor for attending to maintenance/failure requirements or any other visit to installation over and above what is included in AMC.
- (l) Damage occurred in the event of thundering/ lightning is covered under scope of AMC. Cable damages, power outages, intentional damages to the equipment shall be beyond the scope of the AMC. However, damages caused due to power supply fluctuations shall be the responsibility of the contractor.
- (m) Shifting of Equipments:
 - i. Shifting of the equipment to a different location at the same station is required, the vendor shall depute his engineer/competent staff. Required labour, cables etc shall be supplied by the railways. No payment shall be made on this account.
 - ii. The contractor staff to facilitate the shifting shall be deputed within 48 hours of information to the contractor representative, failing which, penal provisions mentioned in the special conditions shall become applicable.
 - iii. Railways shall make all the preparatory arrangements ready and shall make every effort to minimize the duration of stay of the contractor staff at the work site.

1.4 **Up Time:**

- (a) The contractor must ensure up time of at least **99 % (up time)** for entire system being offered under this tender, up to the end of the AMC period of 5 years.
- (b) Non-availability of standby system shall not be considered.
- (c) The up time will be calculated on monthly basis.

1.5 **Down time:**

- (a) Down time is defined as duration for which system as whole or any part is not available for the purpose it is installed.
- (b) Non-availability of standby system shall be counted for down time.
- (c) The down time will be **considered** from time the contractor's representative has been informed by means of fax, SMS, whatsapp & telephone or any other method at the address as specified by contractor within geographical jurisdiction of South Eastern Railway.

The entry of downtime information in register maintained with SSE/Tele will be considered as valid document for downtime calculation.

1.6 **Working hours:**

Working hour for the system will be considered as 24 hours per day.

1.7 **Payment and deduction:**

- (a) Full payment for the month will be due to contractor only when up time of 99 % or more is ensured.
- (b) In the event of down time being more than **1% per month, 01 (one) percent of accepted cost of Annual Maintenance charges** will be deducted from for **every 01 (one) percent** of down time in excess of 1%.
- (c) No payment for the month will be due if the down time is more than 10%.
- (d) Annual maintenance charges will be paid on quarterly basis at the end of the quarter subject to deduction for down time referred above.

**Divl. Sig & Tele Engineer/East
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