



**INDIAN RAILWAYS
CHITTARANJAN LOCOMOTIVE WORKS
CHITTARANJAN**

CONDITIONS

FOR

COMPREHENSIVE MAINTENANCE CONTRACT

FOR


**Brake Control System including Drivers Vigilance Control
Device fitted on 3-Phase Electric locomotives**

NO: CLW/AMC/MS/001

Rev-2

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CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001										
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ALTERATION SHEET

SN	Date	Clause No.	Page No.	Description	Alt	Approved By
1.	04.03.17			Conditions for Comprehensive Maintenance Contract for Brake Control System Including Drivers Vigilance Control Device Fitted on 3-Phase Electric Locomotives	0	
2.	13.06.17	3.1, 6.1.7, 6.2.5 (b), 6.2.11, 8.0, 11.1, 12.2, 15.0, 26.0	5, 9, 10, 11, 12, 13, 14, 16	Warranty of brake system specified in clause 3.1 and included all scheduled maintenance during the warranty period in firm's scope.	1	
3.	08.03.18	3.1, 3.2, 3.3, 3.18.1, 3.18.2, 6.2.4, 8.0, 9.1, 9.2, 11.1, 11.2, 11.3, 12.1	5, 7, 10, 11, 12, 13	Warranty clause, penalty clause modified based on discussion in the meeting held on 21.03.2018.	2	
4.						



CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001										
	ISSUED BY DY.CEE/D-1			Rev	0	1	2						

Table of Contents

1.0	GENERAL.....	4
2.0	DEFINITIONS	4
3.0	SCOPE.....	5
4.0	PLACE OF WORK	8
5.0	AUTHORITY FOR OPERATION OF CONTRACT	8
6.0	RESPONSIBILITIES OF PARTIES.....	8
7.0	PROGRESS REPORT.....	11
8.0	VALIDITY OF CONTRACT	11
9.0	RATES.....	11
10.0	OWNERSHIP OF THE REJECTED & OLD COMPONENTS.....	12
11.0	PENALTY: FOLLOWING PENALTIES SHALL BE IMPOSED.....	12
12.0	PAYMENT.....	13
13.0	THE RECORDS TO BE MAINTAINED BY NOMINATED OFFICER. ...	13
14.0	PAYING AUTHORITY.....	14
15.0	CONTRACT PERFORMANCE GUARANTEE	14
16.0	FORCE MAJEURE CLAUSE	14
17.0	COST OF THE TENDER FORM.....	14
18.0	ARBITRATION	14
19.0	LAWS GOVERNING THE CONTRACT.....	15
20.0	JURISDICTION OF THE COURTS	15
21.0	FAILURE	15
22.0	SUBLETTING AND ASSIGNMENT	15
23.0	LOCAL CONDITIONS	15
24.0	RULING LANGUAGE.....	15
25.0	OTHER CONDITIONS	16
26.0	CONTRACT ISSUING AUTHORITY	16
27.0	LIFE TIME SUPPORT	16

CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001								
	ISSUED BY DY.CEE/D-1	Rev		0	1	2					

GUIDELINES REGARDING MAINTENANCE OF BRAKE SYSTEM OF 3-PHASE ELECTRIC LOCOMOTIVE:


1.0 GENERAL

- 1.1** At present there are two brake systems working on 3-phase electric locomotives viz. E-70 Brake system and Computer Controlled Brake System (CCB). E-70 Brake system is being supplied by M/s. Faiveley Transport Rail Technologies India Limited /Hosur whereas CCB Brake system is being supplied by M/s. Knorr-Bremse India Limited/ Palwal.
- 1.2** Zonal Railways are encountering various reliability and performance related issues in Brake System. The failure analysis has revealed that a large numbers of failures could be avoided if proper & timely actions are taken for, repair and replacement of faulty components.
- 1.3** This annual maintenance contract agreement is required to be entered between OEM of Brake System and Chittaranjan locomotive Works for and on behalf of President of India for use and operation by the Zonal Railways at Headquarter/ Divisional level under the supervision of Zonal Railways. The above contract covers the comprehensive maintenance requirement of Brake System fitted on 3-phase locomotives.

2.0 DEFINITIONS

Throughout this document, the terms:


- a) E-70:** Brake System for 3-Phase locomotive manufactured by M/s FTRTIL.
- b) CCB:** Brake System for 3-Phase locomotive manufactured by M/s KBIL.
- c) 'IR'** means Government of India, Ministry of Railways, Railway Board, New Delhi or its nominees.
- d) 'CLW'** means Chittaranjan Locomotive Works, Chittaranjan - 713331.
- e) 'Tenderer'** means the firm/company submitting the offer for annual maintenance of Brake System fitted on WAG9/WAG9H/WAP7/WAP5 class of locomotives.
- f) 'Contract'** means the contract for annual maintenance of Brake System fitted on WAG9/WAG9H/WAP7/WAP5 class of locomotives at loco sheds of Indian Railways proposed to be entered into between IR and the firm, against the tender.
- g) 'Contractor'** means the firm / company or its wholly owned subsidiary in India on whom the order for annual maintenance of Brake System fitted on WAG9/WAG9H/WAP7/WAP5 class of locomotives is to be placed.
- h) 'Sub-contractor'** means any person, firm or company from whom the contractor may obtain any services for maintenance of Brake System fitted on WAG9/WAG9H/WAP7/WAP5 class of locomotives.

CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001								
	ISSUED BY DY.CEE/D-1			Rev	0	1	2				


- i) **'User Railway'** - means the Zonal Railway or Divisional Railway which has placed the contract on firm in terms of this agreement.
- j) **'Designated Shed'** - shall be the shed so designated by the user railway, within the zone of that user railway, where the locomotives shall be brought for maintenance including the maintenance of Brake System fitted on WAG9/WAG9H/WAP7/WAP5 class of locomotives.
- k) **'Nominated Officer'** means the person nominated by user Railway for the purpose of execution of contract.
- l) **'Loco Hours'** is the total number' of hours in service/breakdown for any locomotive. i.e. maximum 24 hours per day per loco.
- m) **'Loco month'** is the unit of measurement of availability of a locomotive over a period of one month.
- n) **'RDSO'** shall mean Research, Design and Standards Organization/Lucknow for the purpose of consultation regarding up gradation.
- o) **'GCC'** shall mean General Conditions of Contract (Works) contract, of the concerned zonal railway.
- p) **'Minor Schedule'** The inspection schedule IA, IB and IC & ICo.
- q) **'Major Schedule'** The schedule MOH, IOH and POH.
- r) **'OEM'** means Original Equipment Manufacturer.

3.0 SCOPE

- 3.1 Annual Maintenance for OEM make Brake Control System as suggested by OEM/Railway in which the Brake Control System are in working condition to be jointly certified by the Contractor & user Railways to be covered in the AMC.
- 3.2 Shed/Railway shall release AMC to the OEM at least 30 days before the date for which AMC shall be applicable, providing sufficient time to OEM to establish necessary infrastructure and appoint adequate manpower.
- 3.3 The AMC should be granted for a minimum 10 locosets for the first time by the Shed/Railway. For the Sheds having locomotive population of less than 10 locosets, the conditions under this contract may be modified for granting AMC as mutually agreed between OEM and Shed/Railway.
- 3.4 Loco Shed/Railways shall enter into AMC for 3-phase brake system with manufacturers of brake system for their own make of brake system.
- 3.5 The contract shall be comprehensive in nature wherein preventive as well as Breakdown Maintenance of Brake System is to be attended by the contractor including the arrangement of spares, tools, consumables, technical expertise and manpower. The replaced consumables, tools, items will be contractor's property. Contractor shall remove the same from the shed's premises with due authority.

CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001							
	ISSUED BY DY.CEE/D-1	Rev	0	1	2					

- 3.6** OEM/contractor shall at its own cost and expense attend, replace and install materials which get consumed, wear out due to ageing /use in the normal course of operation as well as attend failures/leakages/breakdowns/out of course repairs of 3-Phase Brake System including components, assembly/ sub-assembly, electronic cards etc. for efficient and reliable operation of equipment under AMC. During the maintenance period OEM/contractor shall arrange transport of man and material at its own cost as and when required for maintenance of the equipment.
- 3.7** The maintenance and support by the contractor shall consist of periodical preventive checks as per the maintenance schedule of 3-phase brake system for trouble free operation of the equipment.
- 3.8** Contractor shall ensure that AMC maintenance schedule should match with the loco inspection schedules. i.e. IA, IB, IC, AOH/TOH, IOH, etc. The scope of maintenance by the contractor shall be largely as per preventive maintenance schedule of the equipment, but shall include out of course attentions including breakdown, if any required, to ensure trouble free operation of the locomotive.
- 3.9** The respective firm shall submit the maintenance schedule as per their design to the zonal railways for approval and all maintenance activity shall be carried out as per the schedule approved by railways.
- 3.10** Based upon the experience gained by the contractor in the first year of the contract & the fleet size, it shall be possible to improve upon the above referred levels of availability and downtime.
- 3.11** RDSO SMI No. RDSO/2016/EL/SMI/0298 shall be used for the reference for activities to be covered under scope of work of AMC of 3-phase brake system. As per SMI, scope of work is divided into two schedules:
Schedule-A : Schedule of work for CCB of M/s KBIL
Schedule-B : Schedule of work for E-70 of M/s FTRTIL
- 3.12** Schedule of work for maintenance for new vendors shall be finalized by RDSO in consultation with the vendor.
- 3.13** Above schedule of works is for guideline. Railways may include (in agreement with OEM) any additional action/works deemed necessary to ensure proper maintenance.
- 3.14** In addition to above, modifications/reliability improvement measures / instructions related to 3-phase brake system issued by Railway Board/RDSO from time to time shall be considered as part of scope of AMC. The cost of such modification (material portion) will be borne by Railways. However, labour portion including provision & testing is to be done at free of cost by the Contractor. Contractor will carry out the required modifications and inform Railways and RDSO.
- 3.15** The locomotives going out of the manufacturers' warranty for Brake System shall only be included under the annual maintenance contract. The warranty period for the equipment shall be governed by the original supply contract against which the equipment are supplied to Indian Railways. True copies of such documents shall be furnished by the contractor.
- 3.16** Annual maintenance contract (AMC) shall not cover the failures due to external circumstances to the Brake system such as fire, accident, explosion, floods etc. However, in such circumstances payment for spares to be replaced by the tenderer will be made extra as per the price list of OEM submitted along with their offer.

CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001									
	ISSUED BY DY.CEE/D-1	Rev	0	1	2							

3.17 Railway may add/modify/delete any clause/condition of this contract as agreed between OEM and Railway.

3.18 Availability and Downtime


3.18.1 The contractor shall ensure that during the billing period (three months), combined downtimes of all the locomotives covered under the contract, on account of out of course repair and online failures of equipment under AMC covered under the scope of work, does not exceed 2% of total loco hours (no. of locomotive x days x 24 hours) for the locomotives covered in the contract. Downtime accountal shall be carried out every month and the contractor have to ensure not less than 98% availability on account of equipment under AMC.

3.18.2 The contractor shall ensure that downtime on account of out of course repairs and online failures of equipment under AMC covered under the scope of work, does not exceed an amount equivalent to 8% of individual loco hours for each of the locomotives covered in the contract. Downtime accountal shall be carried out by the contractor every month and the contractor shall ensure not less than 92% availability of each loco on account of equipment under AMC. The down time calculation for para 3.18.1 and 3.18.2 above shall be as under:

- a) Downtime on out of the course repair shall start from the time when the stipulated maintenance schedule of the locomotive is completed but waiting for the repair of the loco exclusively on account of equipment under AMC.
- b) Downtime on account of online failures shall be from the time the loco fails on line and reported to the contractor till the loco is given ready for service. If the loco involved in line failure cannot be attended at site, same should be informed to the shed authorities immediately and then if required the loco shall be moved to the nearest shed (including the trip sheds) for further attention. Such dead loco/ light engine movement may take time and is beyond the control of the contractor. Hence, if the time taken from the reporting of inability to repair at site till handling over of the locomotive to the contractor at nearest shed (including trip shed) is more than 24 hours, the time above 24 hours shall not be considered for calculating the downtime occurred due to that failure. If the locomotive breakdown complaint is given for online failure, the service engineer shall proceed by road or rail from designated shed with necessary spares & tools within two hours of receipt of complaint and attend to the loco at the earliest opportunity. If the contractor confirms in writing after checking the loco that the problem cannot be attended online, loco may be moved to the nearest maintenance shed/trip shed for repair. If the loco is not handed over to contractor within 24 hours from the time contractor has expressed inability to repair/attend online or at failed site, the extra time taken is beyond the contactor scope and hence shall not be taken as down time till the loco is handed over to contractor for repair/attention.

3.18.3 In addition, the number of locos under breakdown repair at 0.0 hours daily shall not exceed 3% (arithmetically rounded off to nearest integer) of the locomotive under contract. However, if the total locos under AMC in a shed are less than 100, the locos under breakdown repair at 0.0 hrs daily shall not be more than 3 locos.

3.18.4 All the penalties shall be calculated on the entire fleet covered under this contract.

CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001								
	ISSUED BY DY.CEE/D-1	Rev	0	1	2	3	4	5	6	7	8

3.18.5 In case any loco is held up in shed for repairs / want of material (other than related to equipment under AMC) for more than 30 days, the same shall be communicated to the contractor in writing and the period from date of intimation to the date on which locomotive is made fit for service, shall be excluded from the availability figures and hence no payment shall be made for that period. The contractor shall not remove any material from the loco without prior written consent from Railway authorities.

4.0 PLACE OF WORK

- 4.1** Minor schedule activities (IA/IB/IC) will be carried out at the home shed of the locomotive.
- 4.2** Major schedule activities (AOH/MOH/IOH) will be carried out at the home shed of the locomotive.
- 4.3** Breakdown maintenance will normally be carried out at the nearest trip shed/loco shed where loco is sent after failure. If the locomotive cannot be attended at out stations, locomotive may be called to home shed.
- 4.4** The maintenance/breakdown repairs shall normally be carried out by the contractor through its nominated Service Engineers at designated shed only. However, in case of failure on equipment under AMC, at any location within that zonal railway the maintenance / breakdown repair may be carried out at trip sheds also. If it is not possible to bring the loco to the designated sheds, the contractor's service engineer shall reach the spot within reasonably agreed time between shed and OEM by any means of transport on receiving the advice from the shed. Necessary travel authorizations for the service engineer to undertake such travel as applicable would be provided by the respective zonal railways. After examination of the loco at out station, in case, the loco cannot be repaired / attended the locomotive can be moved to shed for further attention. Necessary support and resources required shall be provided by that shed.


5.0 AUTHORITY FOR OPERATION OF CONTRACT

- 5.1** This contract is for trouble free operation of Brake System by the user electric loco sheds. Based upon this agreement, the contract shall be signed by the user loco shed at Zonal HQ and shall be executed under the overall supervision of Zonal Railway.
- 5.2** The User Railway shall nominate an officer who shall operate the contract for maintenance of the equipment and who shall be responsible for making the contract (Liaison) with the firm at the defined address by telephone/telex/ fax or in person immediately when the preventive maintenance breakdown is to be attended to as required. The nominated Railway officer shall also be responsible for supervision of the contractor's works for the verification of contractor's bill for payment.

6.0 RESPONSIBILITIES OF PARTIES

Following are the responsibilities of Railways and the Contractor.

6.1 RAILWAYS


CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001										
	ISSUED BY DY.CEE/D-1	Rev		0	1	2							

- 6.1.1 The Railway authority shall permit the contractor to work on Brake System fitted on WAG9/WAG9H/WAP7/WAP5 class of locomotives under preventive maintenance or break down.
- 6.1.2 User Railways shall nominate the Officer/ Supervisor for supervision of the work done by the contractor under the contract.
- 6.1.3 The User Railway shall issue the necessary identity card, **road permit and other related statutory forms/documents to facilitate movement of materials and man** (even if temporary) to the working staff/service engineer for their entry on the platform and other railway premises. However, this Identity Card shall not be taken as a travel authority to travel in any train/s. Necessary documents to facilitate movement of material shall be given by the shed.
- 6.1.4 The necessary space, electricity, and water connection shall be provided by Railway free of cost as required for at the nearest possible point of the site. In addition, a lockable room to store the tools and tackles shall be provided free of cost by the IR to the contractor. However, there shall be no separate exclusive security systems for the space/facility provided to the contractor by Railway. This shall be applicable at all designated base sheds.
- 6.1.5 The user Railway shall make the locomotives available for the maintenance.
- 6.1.6 Railway shall mention the details of the locomotives including the locomotive nos. covered under Annual Maintenance Contract for the reference of both the parties. In case the base maintenance designated shed of the locomotive is shifted to any other location, than those specified in the scope, the scope of AMC shall accordingly shifted to new site/base after as mutually agreed between firm & railways.
- 6.1.7 Railways shall inform at least two weeks in advance the contractor regarding locomotives planned for scheduled repairs (i.e. IA/IB/IC/MOH/IOH/POH) so that contractor can also plan and carry out the activities as per scope of work of AMC.
- 6.1.8 The nominated railway officer shall intimate the firm by Telephone/SMS/Fax/Email or in-person mentioning the loco numbers and location of the locos along with the time of call. He shall maintain the register of such calls made for reference of both the parties and shall be signed by both the parties.
- 6.1.9 In case the failure of equipment is attended by the contractor at a station other than the base maintenance shed, the service engineer shall give a declaration indicating the attendance and clearance time to the concerned Railway official at the location, which shall be countersigned by the Railway official. The same shall be submitted to the designated shed along with the site report for records.
- 6.1.10 **The User Railway shall extend necessary infrastructure support free of cost to service engineer of contractor like crane, fork lift & other material handling & storage facilities suitable for repair & maintenance of equipment.**


6.2 CONTRACTOR

All the work including checks shall be carried out on the stable conditions at the designated shed.

- 6.2.1 The contractor shall post adequate no. of qualified service engineers/backup engineers and arrange required materials exclusively for the execution of this contract at the designated shed/sheds with immediate effect.

CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001										
	ISSUED BY DY.CEE/D-1			Rev	0	1	2						

- 6.2.2 Service Engineer shall carryout breakdown maintenance on locos at all days including Sundays and Gazetted holidays depending upon availability of locomotive in the shed.
- 6.2.3 Contractor shall ensure availability of adequate manpower for timely schedule/preventive/breakdown maintenance.
- 6.2.4 The service engineer shall report within two hour at the designated shed to the nominated officers of Railway if breakdown call is given during working hours (08:00 – 22:00) and within three hours after normal working hours on all days of the week.
- 6.2.5 The contractor shall keep all the necessary tools, testing equipment / Spare Parts, Sub-Assemblies & Consumables in the ready stock in the firm's premises at the location of the designated shed of maintenance or their workshop or in the nearest office. IR shall, however, provide a lockable room to the contractor at the designated shed.
 - a) All components/materials required for effective and timely execution of this AMC contract may have to be moved by “Contractor” from their warehouse or any other location. Risk of loss or damage during such movement will be to the account of the “Contractor”.
 - b) “Contractor” must keep adequate stocks of the components/materials received from their warehouse or any other location in order to ensure minimize down time in the execution of this AMC contract. Materials kept in the stock-point for the AMC relating to a particular engine/bogie cannot be removed by the “Contractor” from the stock point except for use in this AMC or in the case of emergencies/unavoidable circumstances in any other AMC entered into by the “Contractor” with any other loco sheds.
 - c) Subject to Clause-6.2.5(b) above, title in the components used in the AMC will remain with “Contractor” until it passes to the Railways by accretion in the execution of the AMC.
 - d) Documents for movement of components/materials from Contractor’s warehouse or any other location to the stock-points: The documents employed for the inter-state movement of the components/materials required for the execution of the present AMC must make explicit reference to the particular AMC contract apart from the locomotive reference for which the AMC is entered into.
- 6.2.6 The OEM/contractor shall furnish the standard (OEM recommended) list of spares, consumable & tools to be stocked by the contractor at the designated shed
- 6.2.7 It shall be responsibility for contactor to keep the adequate spares, consumable and tools (that may be required to service the AMC) to avoid any delay in repair time. The Railway official can check the stock of spares if so desired.
- 6.2.8 In case of any electronic card found malfunctioning / behaving erratically showing fault intermittently not permanent it must be replaced by firm
- 6.2.9 In some cases, the actual problem is not established and in these cases, loco is required to be escorted by the maintenance personnel. Hence, in such cases escorting of loco by the contractor’s service engineer for finding the trouble to be included.
- 6.2.10 The service engineer nominated for the repair on the shed duty shall observe all safety and security rules prevailing at the place of work.
- 6.2.11 Some maintenance spares for the equipment under AMC may be available at the contractor’s premises at the location of the designated shed of maintenance or their workshop or in the nearest office of the electric Loco sheds. These can be utilized by the

CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001										
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contractor. (The assessment is to be made by the contractor before quoting). However any such spares used by the contractor from the stock is the IR property and shall be replaced by new / repaired ones within 3 months of their uses at no extra cost. However, if such spares are used for correcting damages caused by external reasons (e.g. accident, cattle over run etc.), the same need not be replenished.

- 6.2.12** Firm service engineer should maintain 3-phase brake system wise history of failure and other details and checks performed during the minor schedule in the form of check sheets which will be made as per RDSO guidelines and got approved from Railway Representative. These records are to be produced for inspection by the Railway whenever required.
- 6.2.13** The contractor shall arrange required men and material at the designated sheds with immediate effect. However, for new service locations a reasonable time frame of 3 months shall be provided.
- 6.2.14** Whenever any locomotive has had an adverse incident/unusual occurrence or failure online or in shed, the contractor has to submit a detailed repair report to the user railway official within two weeks from the date of completion of repairs. Failure investigation report based on troubleshooting, data analysis and primary failure analysis shall be provided by the contractor within 60 days from the date of completion of repairs. It is the duty of the contractor to ensure that the components/spares used by him are of highest quality and reliability. If any component is failing frequently and a trend is visible, necessary preventive action shall be taken by the contractor to arrest the failures and make modifications to the system/component with the prior approval of the user railway in writing.

7.0 PROGRESS REPORT


The regular observations and monthly progress report of the user railways shall be sent to CLW by the user railway for future centralized reference.

8.0 VALIDITY OF CONTRACT

The above contract (with rates and terms & conditions) shall be valid for 8 years (including warranty period) unless otherwise extended or terminated by Railway.

9.0 RATES

- 9.1** The rates to be quoted for comprehensive AMC immediately after the commissioning of locomotive i.e. from first year onwards including the warranty period covering both the break down & preventive maintenance (including spares and service) per Locomotive per year for Brake System in figures and in words.
- 9.2** The rates under this contract shall be in INR and exclusive of all applicable taxes and will be charged at actual during the execution of the contract. As the components/ materials will have to be moved by the “Contractor” from their warehouse or any other location to their stock-points only for the execution of this AMC contract, the “Contractor” will have to ensure appropriate payment of central sales tax in the respective state where the material to be used for the AMC is initially kept. The “Contractor” will have to keep the

CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001								
	ISSUED BY DY.CEE/D-1	Rev	0	1	2						

Railways indemnified for any consequences that the Railways may be exposed to as a result of the omission on the part of the “Contractor” to discharge such liability. The gross amount paid by the Railways to the “Contractor” for the execution of the present AMC contract will be inclusive of such excise duty/central sales tax/VAT/ GST and exclusive of applicable service tax.

10.0 OWNERSHIP OF THE REJECTED & OLD COMPONENTS

The ownership of the rejected or defective replaced components/parts vests with the Contractor against the replacement made by them on equipment supplied to make it operative.

11.0 PENALTY: FOLLOWING PENALTIES SHALL BE IMPOSED

The cumulative maximum penalty shall be limited to 10% of the billing amount.

11.1 PENALTY FOR DELAY IN ATTENDING THE BREAKDOWN CALLS BY RAILWAY ON THE CONTRACTOR


Problems / failures reported would be advised to the contractor's representative at the designated shed on contact phone no. (which contractor shall apprise at the time of award of contract). The contractor and he shall attend such problems/failures within stipulated time starting from time of intimation failing which penalty as described hereunder shall apply. Any delay by the firm in completing the above activities shall affect the running of the train services and may cause loss of revenue to the user Railway. Therefore, the user Railway shall recover from the contractor as agreed damages and not by way of penalty a token sum of Rs.1, 000/- (rupees one thousand only) in each case of delay stipulated in Clause 6.2.4.

11.2 PENALTY FOR COMBINED DOWNTIME OF ALL THE LOCOMOTIVES (ref. clause 3.18.1)

For this purpose, downtime shall be calculated as percentage of total downtime hours for the month to the total loco hours of all the locos covered under the AMC. In case the contractor fails to maintain the contracted availability requirements, a penalty shall be levied as under

Down Time Penalty	
2% or less	Nil
> 2% - 3%	02% of the total monthly proportionate bill
> 3% - 5%	5% of the total monthly proportionate bill
> 5% - 10%	8% of the total monthly proportionate bill
> 10%	10% of the total monthly proportionate bill

11.3 PENALTY FOR DOWNTIME OF INDIVIDUAL LOCOMOTIVE (ref. clause 3.18.2):

CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001										
	ISSUED BY DY.CEE/D-1	Rev		0	1	2							

For this purpose, downtime shall be calculated as percentage of individual downtime hours for the month of a loco to the individual loco hours of the same loco covered under the AMC. In case the contractor fails to maintain the contracted availability requirements, a penalty shall be levied as under

Individual Loco downtime % Penalty Rate	
8% or less	Nil
> 8% - 10%	5% of the individual loco's monthly proportionate bill
> 10%	10% of the individual loco's monthly proportionate bill

11.4 PENALTY FOR LOCOMOTIVE UNDER REPAIR (ref. clause 3.18.3):

For this purpose the number of locomotives under repair everyday at 0.0. hrs on account of equipment under AMC shall not exceed 3% (rounded off to the next highest integer number) of the total no. of locomotives under maintenance contract during the particular month or else penalty shall be levied as under:

Max number of Locos Down Penalty	
3% or less	Nil
> 3% - 5%	2% of the total monthly proportionate bill for the day
> 5%	10% of the total monthly proportionate bill for the day

12.0 PAYMENT

12.1 For the purpose of contract, the AMC for any locomotive shall begin immediately from the date of entering into the contract after the warranty. However, Shed/Zonal Railway may also grant AMC within warranty period as per their own mutually agreed conditions with OEM.

12.2 The total yearly payment shall be made in four equal installments and such installments of the payment shall be made against the bill by the contractor every quarterly which is certified by the nominated officer for completion of maintenance and after calculation of penalties as stipulated in para 11.0. On account of penalty or non-performance of a planned scheduled maintenance, such dues, if any shall be deducted as above.

12.3 The bills submitted by the firm for payment must accompany:


12.3.1 The certificate of maintenance of the locomotives issued by nominated Officer.

12.3.2 The above bill shall bear the individual locomotive number of the locomotives maintained by the firm for each quarter covered under this AMC.

13.0 THE RECORDS TO BE MAINTAINED BY NOMINATED OFFICER.

13.1 The user Railway & the contractor shall jointly sign the list of locos to be covered under this contract. Any modification shall also be jointly signed, as proposed by the user Railway.

13.2 The user railways shall maintain records of maintenance contract stating the locomotive numbers to be maintained under this AMC along with the date of inclusion of the locomotive under AMC.

CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001										
	ISSUED BY DY.CEE/D-1	Rev		0	1	2							

13.3 The nominated officer shall keep the register/ record for the previous bills paid for each locomotive to avoid duplicity of payments at any time.

14.0 PAYING AUTHORITY

The payment against this contract shall be made by the Sr. Divisional Finance Manager of the user Electric Loco Shed. Any taxes including Income tax required to be deducted at source shall be deducted and a certificate to that effect shall be issued to the contractor as prescribed under the rules;

15.0 CONTRACT PERFORMANCE GUARANTEE

The contractor shall submit Performance Guarantee for amount equivalent to 5% of contract agreement for **(MX12 +2) months where M is the no. of months for which contract agreement is to be signed.** This performance guarantee shall be in the form of Bank Guarantee. The user railway may forfeit the B.G. in case of the failure of firm in execution of the contract or in the event of breach of any terms and conditions of contract by the contractor.

16.0 FORCE MAJEURE CLAUSE


Force majeure shall comprise the occurrence beyond the control of the railways and the firm as the case may be. This shall include, but not limited to the events such as explosion, flood, fire, major power failure, accident, breaches, act of God, act of public enemy, wars, riots, sabotage or any law of state or Ordinance or the order or regulation of Govt. or local public authority. In such situation, either party shall promptly notify the other party in writing about such event with evidence of happening, where possible and mentioning that it is beyond their control to carry out obligation of this contract and agree for mutually acceptable course of action. The liquidated damages shall also not be applicable during this period.

17.0 COST OF THE TENDER FORM

Cost of the tender form and mode of payment shall be decided by the concerned user Railway.

18.0 ARBITRATION

18.1 In the event of any question, dispute or differences arising under the condition of this contract which cannot be resolved by mutual discussions, such dispute can be referred to the sole arbitrator nominated by the General Manager of user railways. The sole arbitrator appointed by the General Manager in this case shall be Gazetted Railway officer. However the person shall not be one of those who have dealt with the matter related to or who in the course of their duties as railway servant have expressed view on all or any of the matter under dispute or differences. The award of the sole arbitrator shall be final and binding on both the parties to this contract. Subject as after said, the arbitration act, 1996

CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001								
	ISSUED BY DY.CEE/D-1	Rev	0	1	2						

& the rule of their under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

18.2 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

18.3 The arbitral award shall state item wise, the sum and the reasons upon which it is based.

19.0 LAWS GOVERNING THE CONTRACT.

The contract shall be governed by the Laws of India for the time being enforced irrespective of the place of performance or payment under the contract.

20.0 JURISDICTION OF THE COURTS

The courts of the place where the contract has been entered into by the user railway and the firm shall alone have the jurisdiction to decide any dispute arising out of or in respect of the contract.

21.0 FAILURE

If the contractor fails in the performance of the contract (except in case of force majeure & having been allowed a reasonable time to complete the obligation), the user Railway may without prejudice to his other rights, cancel the contract or a portion thereof and if it so desires, to enter into another contract for fulfilment of the obligation for the remaining period, at the risk and cost of the contractor.

22.0 SUBLETTING AND ASSIGNMENT


The contractor shall not, save with the previous consent in writing of the user Railway, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. In the event of the contractor's subletting or assigning this contract or any part thereof without any such consent, this shall be deemed as the breach of contract and the user railways shall be entitled to cancel the contract without prejudice to Railways right to recover damages and taking any action including legal action as deemed fit by Railways.

23.0 LOCAL CONDITIONS

It shall be the responsibility of the contractor as he deems necessary to acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract and the cost of the stores. In his own interest the contractor may familiarise himself with the Income Tax Act, 1961, The Companies Act, 1956, The Customs Act, 1962 and related laws in force in India amended from time to time.

24.0 RULING LANGUAGE

The ruling language shall be English.

CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001										
	ISSUED BY DY.CEE/D-1	Rev		0	1	2							

25.0 OTHER CONDITIONS

In the proposed contract, for the condition not specified therein, General Conditions of Contract with the latest amendments shall apply. The execution of works covered by the tender shall be governed by the General Conditions of Contract (GCC) of Indian Railways with all the latest amendments up to date. By signing the contract, it would be deemed that the contractor has kept himself informed of the provisions of the "General Conditions of Contract" including all corrections and amendments issued up to date. A copy of GCC shall be enclosed to the agreement and which shall form part and parcel of the agreement.

26.0 CONTRACT ISSUING AUTHORITY


26.1 This contract is issued on M/s Firm & shall remain valid for a period of 8 years (including warranty period as per clause 3.1) from the date of the commissioning of locomotive unless otherwise mutually agreed to for extension or termination.

26.2 For the conditions not covered in this document, General Conditions of contract shall apply. This concludes the contract and is issued for and on behalf of the president of India.

27.0 LIFE TIME SUPPORT

27.1 The manufacturer of Brake System shall ensure life term support for satisfactory working of the above system for the whole life of the equipment.

27.2 In case of any hardware obsolescence / software issues, the firm shall advise Railways by proper substitute in advance without any compromise on the operational parameters of the converters.

CONDITIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR BRAKE CONTROL SYSTEM INCLUDING DRIVERS VIGILANCE CONTROL DEVICE FITTED ON 3-PHASE ELECTRIC LOCOMOTIVES	PREP.BY. SSE/Design	CHECKED BY SEE/D/CON	 CHITTARANJAN LOCOMOTIVE WORKS WEST BENGAL, INDIA NO: CLW/AMC/MS/001										
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