
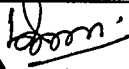
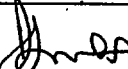



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ANNUAL MAINTENANCE CONTRACT OF INTERIOR DOORS FOR LHB COACHES

(For 5 years beyond guarantee/warranty period mentioned in the specification of Interior Doors MDTs-082 over Base Railway)

NAME	DESIGNATION	SIGNATURE	DATE	LEVEL
T Nandanwar	SSE/Dev-III		22/12/05	Prepared
Lalit Kishore	SME/Dev-II		22.12.05	Reviewed
Amitabh Sinha	Dy CME/TOT		22.12.05	Agreed
S K Aggrawal	CDE		22/12/05	Approved

Rev No.	Details of changes	Date


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Contract Agreement for Interior Doors on LHB coaches: This Annual maintenance agreement will be made between Base Railways (for and on behalf of President of India) for the LHB coaches owned by Base Railway to trains running all over Indian Railways and the supplier of INTERIOR DOORS to specification MDTS-082 for LHB design coach manufactured at RCF on which its equipment is installed.

Whereas Contractor has agreed to undertake such AMC as per terms and conditions and target set out hereunder and agreed to by the parties as follows:

1.0 General

The AMC contract entered between Contractor and Base Railway will cover the maintenance (both preventive and breakdown) of INTERIOR DOORS completely.

2.0 Introduction

The contract is for the trouble free operation of INTERIOR DOORS. Officer nominated by Base Railway will be responsible for operating the contract. He will liase with the firm and inform the firm at the defined address or by telephone / telex or in person immediately when the breakdown maintenance is to be attended to.

2.1 Definition

- a) **Base Railway Means** - the Zonal Railway, to whom coaches is allotted.
- b) **Supplier Means** – Contractor / firm / company on whom the order for the supply of the INTERIOR DOORS will be placed.
- c) **Doors Means** – INTERIOR DOORS to MDTS-082 current Revision.
- d) **RCF Means** - Rail Coach Factory, Kapurthala.

3.0 Place of work

The contract is applicable for maintenance and repairs to INTERIOR DOORS fitted on LHB coaches allotted to base railways. The Preventive maintenance of INTERIOR DOORS shall be carried out at the nominated Depot / Shed / Location decided by the Base Railway. Breakdown maintenance may be attended at other locations than nominated also.

4.0 Authority for operation of contractor

The nominated Nodal Officer of Base Railway shall be responsible for overall supervision of the Contractor's work. At the end of the term, a satisfactory maintenance certificate of the INTERIOR DOORS shall be issued by nominated Nodal Officer of Base Railway.

5.0 Responsibilities of Parties

Following are the responsibilities of the Base Railway and the Contractor:

5.1 Base Railways

- i) The Base Railway authority shall permit the contractor to work on the breakdown or defective INTERIOR DOORS fitted on the LHB coaches. Nodal officer of base Railway may nominate the officer for supervision of work.
- ii) The Base Railway shall issue the necessary identity card or authority letter to the contractor's working staff/service engineer for their entry on the platform and other railway premises. However this Identity Card will not be taken as a travel authority.


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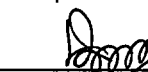
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- iii) The necessary space, electricity, compressed air supply, lighting and locking facilities for tools and water connection shall be provided free of cost as required for coach maintenance only at the nearest, possible point of the site (as per clause 3.0). In case any units or parts to be taken outside for repair and return, the depot may provide documents for the same.
- iv) The INTERIOR DOORS shall be attended to on the platform or washing line or Sick line or Shed or the terminal stations
- v) Inspection of coaches identified for maintenance will be undertaken immediately. Disassembling and service/testing of the parts will be done in two working days. Re-assembling, testing and commissioning of the system will be done in one working day. The contractors service engineers shall attend to the coach at least once in three months (or 4 times in a year)
- vi) The base Railway shall make the coach available for the maintenance for the period mentioned in para 6.0 ahead.
- vii) Base Railway shall mention the details of the coaches including the coach nos. covered under AMC for the reference of both the parties. In case the coach is allotted to some other railway than the Original Base Railway, or is transferred to other railway during the contract, the coach will cease to be within the scope of this AMC. This will be separately informed by the nominated officer to the contractor and proportionate payment shall be made.
- viii) The nodal / nominated officer shall intimate the firm by Telephone/Telex/Fax or in person mentioning the coach numbers and location of the coaches along with the time of call. He shall maintain the register of such calls made for reference of both the parties.
- ix) In the event of failure of the coach other than base station, the intimation from any of the Railway official concerned will be given to the contractor. The maintenance of such coaches shall, however, be at any of the cities in route of the train.

5.2 Contractor

- i) The contractor shall depute the service engineer as per the maintenance schedules defined in the contract para no. 5.1.(v) & 6.0 even for the break down calls at other stations where LHB coaches will be maintained generally by the Base Railway.
 - a) The service engineers shall report within 4 (four) hours after receipt of breakdown call during the working hours. For attending breakdown calls at other locations reasonable travel time shall be allowed in addition to above.
 - b) On all gazetted holidays (Government of India), and Sundays, after receipt of breakdown call, the service engineers shall report within 4 (four) hours during the working hours on next day.
- ii) The contractor shall set-up the facility for servicing and bench testing consisting of power supply, pneumatic devices etc. at contractor's cost at the place defined in the contract para 3.0. The facilities will include tooling required for dismantling, servicing, testing and assembling of various parts of the INTERIOR DOORS.
- iii) The firm shall keep all the necessary tools, testing equipments, spare parts, sub-assemblies & consumables in the ready stock in the place defined in the contract para 3.0 near the Base Stations.


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- iv) All the works including checks shall be carried out on the stabled coach on the platform/washing line/Shed/Workshop/Depot.
- v) The breakdown repair of the equipment shall be carried out by the contractor's service engineer at the platform/washing line/Shed/Workshop/Depot at the Base station or within 20 kms of the base Station or at the end terminal stations.
- vi) During this agreement the cost will be borne by firm if equipment needs workshop repairs. Under such circumstances the contractor shall provide a standby arrangement of equipment and to be fitted by the firm at their cost so that coach is not detained on account of repair etc. by the contractor. Contractor shall be provided reasonable time for repairing the defect. In case, the contractor is to carry the equipment for repair the equivalent amount of BG is to be submitted.
- vii) In the event of award of contract, Safety of all the men and equipment of the firm shall be his own responsibility and for these purposes he will keep close watch on all movements / operations etc.
- viii) The contractor shall submit a list of authorised persons to carry out the repairs. The service engineer nominated by the contractor for the repair on the station shall observe all safety and security rules prevailing at the place of work.
- ix) In case of any loss/ damage occurring to the firm / his men / machinery, the railway shall not be responsible and all claims placed on this account will be on the firm's risk and cost
- x) Boarding & lodging facilities to staff of firm to be made available at any station shall be the responsibility of the contractor.
- xi) The contractor shall ensure that all employees / persons engaged / authorized by him for carrying the work, behave properly with Railway Officers / staff. In the event of any misbehavior, reported by the officer concerned of Railway, the contractor shall immediately withdraw such employee / person from the work.
- xii) The contractor shall conduct training courses for Railway personnel on mutually agreed programme and locations.
- xiii) The contractor shall post minimum two-service engineer for maintenance work at base station and terminal station.

6.0 Scope

A joint inspection of the INTERIOR DOORS to be covered under the contract shall be carried out by Nodal officer or nominated officers of Base Railway and the contractor to record the deficiencies if any, in the INTERIOR DOORS before the start of the AMC. The rectification cost of such deficiencies shall be borne by Base Railway.

- 6.1 This contract covers the preventive and Breakdown Maintenance of INTERIOR DOORS of LHB coaches manufactured by Rail Coach Factory, Kapurthala at Base Railway as mentioned in para 3.0 above.

The contract shall be comprehensive in nature wherein all preventive as well as breakdown maintenance of INTERIOR DOORS is to be attended to. The contractor shall conduct the four times three monthly preventive checks of the INTERIOR DOORS for trouble free service of the LHB coaches.


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In addition to above, all breakdown maintenance calls as required by Base Railways shall be attended to by the contractor.

The coaches going out of the manufacturer's warranty for INTERIOR DOORS only are included under the annual maintenance contract. The manufacturer has given the warranty of INTERIOR DOORS for trouble free service for 24 months from the date of commissioning or 30 months from supply whichever is earlier.

The activities to be included during preventive maintenance shall be:

- a) Inspection of INTERIOR DOORS on the coach
 - Testing of the system
 - Identification of damages and failures
 - Identifications of parts to be replaced (Condition based and failed parts)
 - Tightness checking of all relevant power / pneumatic connections and equipment mounting.
- b) Disassembling of parts to be replaced from coach.
- c) Service and testing.
- d) Static testing and commissioning of system on the coach.
- e) Any other deficiencies or shortfalls in the system and working as either noted by the user Railways.
- f) There will be four preventive maintenance visits per year.

This contract will not cover the failure due to external circumstances such as fire accident, explosion, flood, theft and other act of God.

7.0 Validity of Contract

The above contract shall be valid for a period of 5 years after expiry of Warranty / Guarantee period mentioned in the specification of INTERIOR DOORS MDTS-082 REV-02 over Base Railway. All the three monthly repair schedules on the date of expiry of contract shall be treated as valid till such completions of the work. The contract can be terminated by the Base Railway after giving one month's notice. The contract can be extended for the further period mutually agreed.

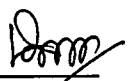
8.0 Rates

Firm shall quote charges for comprehensive Annual Maintenance per unit for periods of 5 years beyond warranty period mentioned in the specification of INTERIOR DOORS to MDTS-082 REV-02 over base railway along with the supply contract quote of INTERIOR DOORS. Firm shall describe the maintenance schedule, budgetary quotation for required spare parts and trouble shooting guide. Firm shall also quote separately charges for POH of coaches. The rates are to be firm and no price variation is allowed.

9.0 Ownership of the rejected & old Components

The ownership of the rejected or defective components / or parts is that of the Contractor against the replacement made by them on the INTERIOR DOORS to make it operative.


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10.0 Payment

The total five years payment shall be made in twenty equal installments. These installments of the payment shall be made in advance on the first day of every three months against the Bank Guarantee submitted by the contractor of the amount equal to the payment to be made for four installments valid for 63 months from the date of the start of the contract.

Any excess / shortfall in the work actually carried out will be adjusted at the time of installment no. 5, installment no. 9 and the last installment.

The bills of the firm for payment must accompany:

- i) The coach numbers of the coaches to be maintained by the firm for each three monthly schedule Covered under this AMC.
- ii) Current and valid ITCC.
- iii) The certificate of the satisfactory maintenance of the coaches as issued by Nodal officer of Base Railway is to be submitted to the paying authority.
- iv) The firm shall submit the Bank Guarantee for the amount equal to the payment to be paid for four three monthly installments. This bank Guarantee will be submitted in favour of **accounts Officer of Base Railway** and will remain valid for 63 months from the date of start of the contract. This Bank Guarantee is submitted in lieu of the advance payment to be made by the Railways to the firm. The Bank Guarantee shall be released after issue of no dues certificate from the nodal officer of Base Railway.

This Bank Guarantee for the amount shall be submitted by the firm from any Scheduled Indian Bank in favour of paying authority. The Base Railway reserves the right for making adjustment / recoveries outstanding against the firm under this contract by the way of encashment of this Bank Guarantee.

- v) There will be no deduction for the period that the coach is under POH.

11.0 The records to be maintained by nominated officer.

- i) The Base Railways shall maintain the coach numbers to be maintained under this AMC alongwith the date of inclusion of the coaches under AMC.
- ii) Certification for payment for the four month term shall be made by the base station (division) where the preventive maintenance has been carried out.
- iii) The Nodal Officer or nominated officer concerned shall keep the register / records for the previous bills paid for each coach to avoid duplicity of the payments at any time.


12.0 Paying Authority

The payment against this contract shall be made by the **Accounts Officer of the Base Railway**.

13.0 Performance Guarantee

The firm shall submit performance Guarantee towards fulfillment of the contractual obligations in the form of BG for the amount of 5% of the estimated value of the contract. The value shall be calculated upon the number of coaches covered under AMC.

The above BG is to be submitted to **Accounts Officer of the Base Railway**. The Base Railway may forfeit the BG in case of the failure of firm to execute the contract satisfactory.


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14.0 Security Deposit

The firm shall deposit security @ 5% of the annual contract value. The security deposit shall be released after successful completion of the contract.

15.0 Recovery of Damage on Account of Delay

Any delay by the firm in completing the above activities will affect the running of the train services and may cause loss of revenue to the Base Railway. Therefore, the base Railway will recover from the contractor as agreed damages (and not by way of penalty), a token sum of Rs 500 /- for every delay of 6 (six) hours or part thereof in attending to the breakdown calls. A period of less than half an hour will not be considered as delay. This will also be applicable for delays in attending preventive maintenance of INTERIOR DOORS of LHB Coaches.

16.0 Force Majeure Clause :

The occurrence beyond the control of the Railways and the contractor as the case may be included but not limited to the contractor 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 Government or local public authority. Either party shall promptly but not later than 30 days of commencement thereof, notify the other party in writing for such act with proof that it is beyond their control to carryout obligation of this contract and agree for mutually acceptable course of action. The penalty shall not be applicable during this period.

17.0 Arbitration:

In the event of any dispute or differences arising between the parties here to as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference. The contractor shall demand in writing that the dispute or difference be referred to arbitration and a sole arbitrator is nominated by GM of base railway who has issued AMC.

The award of the sole arbitrator shall be final and binding on both the parties to this contract. The provisions of Arbitration and Conciliation ACT-1996 shall be applicable to this contract.

18.0 Laws Governing the Contract


The contract shall be governed by the laws of India for the time being in force irrespective of the place of performance or place of payment under the contract.

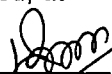
19.0 Jurisdiction of the Courts

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

20.0 Failure.

If the contractor fails in the performance of the contract, the Base Railway may without prejudice his other rights, cancel the contract or a portion thereof and if it so desires, enter into another contract for fulfillment of the obligation for the remaining period, at the risk and cost of the contractor.


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Railway's may enter into parallel contract simultaneously with any other contractors as may be deemed fit at any time during the period of contract for any or all the categories.

21.0 Subletting and Assignment

The contractor shall not, save with previous consent in writing of the Base Railway, Sublet, and transfer or assign the contract or 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 permission, this will be deemed as breach of contract and the Base Railways shall be entitled to cancel the contract.

The contract shall be binding upon the contractor and Base Railway administration, as if the same have been read as part of the whole contract and shall sign in witness thereof the parties have affixed their signatures with the seal in presence of two witnesses


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