GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

NO: 99/DEV.CELL/IDEI/2

New Delhi, Dated: 02.08.2001

The Chief Mechanical Engineer,
All Zonal Railways.
(Except N. E. Railway)

Sub:- Annual Maintenance Contract for Pitless Type
Electronic-In-Motion Weighbridges on IR.

Railway Board had under taken development of Electronic in-motion
weighbridges in association with industry. Consequently orders have been
placed by Railway Board on M/s. Avery India Ltd. and M/s. Sanmar Weighing
Systems Ltd., for 21 weighbridges. To ensure proper working of weighbridges it
is decided to maintain them through AMCs (Annual Maintenance Contracts) to be
awarded to OEMs. With a view to get the best price and to formulate standard
terms and conditions, the cost and terms and conditions of AMCs have been
finalised in Railway Board after calling bids from the OEMs. Therefore,
Divisions/Workshops should enter into AMCs with M/s. Avery India Ltd., New
Delhi and M/s. Sanmar Weighing Systems Ltd., Chennai for the maintenance of
the weighbridges installed at various locations (as per details at Annexure-I) at
the rates and terms and conditions indicated below:

a) Workshops.

Type of AMC:- Non - comprehensive for the Weighbridges with existing
contact type switches.

Charges:- @ Rs.90,000/- per year per weighbridge including Stamping charges
payable by the contractor to the Weights & Measures
Authorities.

b) Open Line.

Type of AMC:- Comprehensive with weigh rails for Weigh bridges with existing
contact type Switches.

Charges:- @ Rs.1,70,000/= per year per weighbridge including Stamping
charges payable by the Contractor to the Weights & Measures
Authorities, and providing and replacing parts including Weigh Rails
and Track Switches found to be defective out of normal working of
the weighbridges.

The AMC at the above rates would be entered into between the
Sr.DME/DME/WM of concerned division/Workshop with the contractor and shall
come into force after the expiry of warranty period and/or expiry of the ongoing
maintenance contract, if any.
2. Other terms & conditions which will form part of the AMC are:

i) The contract shall comprise of maintenance against break down and at least one visit in a quarter for preventive maintenance/inspection. Thus, there will be at least 4 visits during a year, 3 for quarterly routine maintenance and 1 maintenance service visit during the year during which necessary verification and stamping by the weights and measures authority would also be carried out. Railways take no responsibility of providing tools and tackles for the said work.

ii) Any material required for repairs/maintenance in case of any break-down during preventive maintenance under comprehensive scheme shall be part of the AMC and no extra charges are payable by Railways.

iii) In case of Non-comprehensive maintenance, the charges for the material required for the maintenance if provided by the contractor will be payable extra by the railways at mutually agreeable rates. If the materials required for maintenance are neither provided nor ordered (on the contractor) by the railway within 2 days of reporting by the service engineer, the period of break down due to non-provision/ordering of spares will not be counted towards penalty calculation. The contractor would provide a price list of spares (at the beginning of AMC) to the railway to facilitate early placement of order.

iv) The charges, both for comprehensive and non-comprehensive type of AMCs, are inclusive of the stamping and certification charges payable by the contractor to the Weights & Measures Department as and when required during the currency of the contract. The railway will have no responsibility for payment of taxes including service tax, if any.

v) Test wagon for testing/certification will be made available by the railway. The railway shall keep one test wagon for each site for periodical testing of weighbridges. Routine calibration tests shall be carried out by the Railways and records made available to the contractor as and when required. However, test weights if required shall have to be arranged by the contractor.

vi) The contract does not include replacement of the parts damaged due to fire and accidents/deraillments. Parts damaged due to fire and/or accidents/derailment shall be replaced by the contractor on payment of extra charges by the railway. The period of break down in this case would not be considered for calculation of penalty

vii) The AMC will be inclusive of maintenance of UPS, PC and the printer forming part of the complete electronic in-motion weighbridge. However, replacement of consumables like printing stationery, ribbon, printer head and floppies does not form part of the contract.

viii) Maintenance of Track for a distance of about 50 m on either side of weigh rails to the main line standards and power supply as per regulations of The Electricity Act will be the responsibility of the Railway. Maintenance of Air Conditioners, if any, will also be the responsibility of the railway.
However, earthing of weighbridges and maintenance of the earth pits will be the responsibility of the contractor.

Cost of travel and lodging & boarding of the Service Engineers is to be borne by the contractor and no extra payment or arrangement in this regard is to be made by the railway. However, the Division concerned will request its Zonal Railway Headquarters to provide reservation to the Service Engrs. against Emergency Quota, if necessary. But the railways do not make commitment in this regard and non-availability of reservation in the train will not be considered as an excuse for delay in attending to the break downs for calculating the penalty.

Break down shall be intimated to the contractor or his representative by the railway through fax or telephone and proper records shall be maintained by the railway. The break down shall be reported on the working day within the working hours of the contractor (to be specifically indicated in the contract). The complaint shall be treated as closed on the day the contractor’s Service Engineer rectifies the system i.e. bringing the display and checking by simulation. Delay in testing due to delay on part of the railway in arranging the test wagon/test train will not be counted for calculation of availability/penalty.

In order to close the complaints promptly, the Engineer of the contractor may need to work after office hours at site. The weighing system and the railway officials should also be available. If they are not available, this period should be deleted for the purpose of calculating the break down period/non-availability. A logbook to be jointly signed shall be maintained for this purpose.

If railways detect incorrect weighment on a particular day, it should be reported immediately and the same shall be treated as normal break down complaint on the date of reporting of complaint. Such break down calls will be attended and demonstrated with test wagon to be provided by railways. The incorrect weighment detected at a later stage shall not be treated as break down.

Railways shall clearly advise of the details and documents to be furnished by the contractor at the time of submitting the bills to avoid any ambiguity and to ensure timely payment of bills.

Payments of bills, received correctly with all the documents as mentioned at (xiii) above shall be made by the railways within 30 days of receipt.

No performance guarantee is required from the contractor. However, payment would be made in 6 monthly arrears (i.e. at the end of every 6 months).

Where stamping is overdue prior to finalising AMC, the railway will be responsible for depositing the legal fees/penalty imposed by Deptt. of Legal Metrology.
xvii) No Penalty is imposeable for availability of 95% and above. Penalty shall be calculated at the end of contract period (1 year) before paying the 2nd half yearly bills using the following formula:

(a) For Non-Comprehensive type AMC:

<table>
<thead>
<tr>
<th>No. of days W.B remains out of order minus (-)</th>
<th>Multiplied by (x)</th>
<th>Contractual charges per annum</th>
<th>Divided by (+)</th>
<th>347 days</th>
</tr>
</thead>
<tbody>
<tr>
<td>18 days free period for maintenance for 1 year</td>
<td></td>
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</table>

The penalty shall be limited to max. of 20% of the annual value of the contract.

(b) For Comprehensive Type AMC with weigh rails:

(i) For availability of 293 days and above (80% and above) in a year including Sundays and holidays:

<table>
<thead>
<tr>
<th>No. of days W.B remains out of order minus (-)</th>
<th>Multiplied by (x)</th>
<th>Contractual charges per annum</th>
<th>Divided out by (+)</th>
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</table>

(ii) For availability less than 293 days (80%) but equal to or more than 257 days (70%):

The penalty calculated as per formula at (i) above shall be increased by 10%.

(iii) For availability less than 257 days (70%):

The penalty calculated as per formula at (i) above shall be increased by 20%.

xviii) The service engineer of the contractor will report at the site of weighbridge within 3 days of reporting (by the railway) the breakdown. If the service engineer does not report within 3 days, the period in excess of 3 days taken on each occasion shall be deducted from the free period of 18 days in the formula for calculating the penalty.

xix) The maintenance will be carried out at site only. In case it is felt necessary to take away any part/assembly or sub-assembly to the contractor's works for repair/calibrations etc., the prior permission from the competent authority will be obtained ensuring safeguard of railway's interest.

xx) Force Majeure: Neither Railways nor vendor shall be liable to the other for delay in execution of failure of their respective obligation under this contract caused by occurrence of events beyond the control of railways or vendor as the case may be, including but not limited to fire, explosion, floods, power shortage, acts of God, hostility, acts of public
enemy, wars, insurrections, riots, strikes, lockouts, sabotage, any law
status or ordinance-order, action or regulations of the Government, local
or other public authorities, either party shall promptly but not later than
fifteen days of the commencement of the occurrence of force majeure
conditions, notify the other in writing of such contingency and prove that
such contingency beyond the control and affect the implementation of this
contract adversely and materially. Notice of cessation of force majeure
conditions will be given to the other party immediately but not later than
fifteen days. If such contingency continues beyond ninety days, both
parties agree to discuss and agree upon equitable solution for termination
of this contract, or otherwise decide the course of action to be adopted.

The respective obligations of parties shall be extended for the
period of force majeure provided notices as required above are given in
time and the contingency established, if so required by the other party.

Arbitration: In the event of any question, dispute or difference arising
under these conditions of or in connection with this contract (except as to
any matters the exclusion of which in specially provided for these
conditions) the same shall be referred to the sole arbitration of Gazetted
Railway Officer appointed to be the Arbitrator by the GM of the respective
railway. The Gazetted Railway Officer to be appointed to be appointed as
Arbitrator, however, will not be one of those who had an opportunity to
deal with the matters to which the contract relates or who in the course of
his duties as railway servant has expressed views on all or any of the
matters under dispute or difference. The award of the Arbitrator shall be
final and binding on the parties to this contract.

In the event of the Arbitrator die, neglecting or refusing to act or resigning
or being unable to act for any reason, or his award being set aside by the
court for any reason, it shall be lawful for the authority appointing the
Arbitrator to appoint another Arbitrator in place of the outgoing Arbitrator in
the manner aforesaid.

It is further a term of this contract that no person other than the person
appointed by the authority as aforesaid should act as Arbitrator and that if
for any reason that is not possible the matter is not to be referred to
arbitration at all.

The Arbitrator may for time to time with the consent of all the parties to the
contract enlarge, the time for making the award.

Upon every and any such reference, the assessment of the cost incidental
to the reference and award respectively shall be in the discretion of the
Arbitration.

Subject as aforesaid the Arbitration & Conciliation Act, 1996, and the rules
thereunder and any statutory modifications thereof for the time being in
force shall be deemed to the Arbitration proceeding under this action.

The venue of Arbitration shall be the place from where acceptance of
quotation/tender is issued or such other place as the Arbitrator at his
discretion may determine. In this section the authority to appoint the Arbiter include, if there by no such authority, the officer who is for the time being discharging the functions of the authority where in addition to other function or the otherwise.

xxii) The railways will give contractor full access to the equipment to enable the contractor to provide maintenance services and will provide suitable working space and suitable storage space for spare parts, free of cost.

xxiii) Maintenance service covered under the contract include all types of repairs required for upkeep and reliable working of the machines. However, input supply (Electric Supply) work will be made available by the IR and the maintenance contract does not include the electrical work and external accessories and other terms for maintenance of power supply system.

xxiv) Contractor's personnel will follow all security procedures as prescribed by railways for entry of personnel(s) or bringing in or taking out the material(s) concerning this contract.

xxv) Consumables such as printing stationery, print head, floppy disc and drive, printer ribbon etc. are not covered by this maintenance contract.

xxvi) **Termination:** In the event of any breach of contract which leads to the termination, IR will have the right to terminate the contract as a part or whole and the contractor shall have no right for compensation, except for the payments for the obligations performed satisfactorily.

This issues with the approval of Finance Directorate of Railway Board.

Please acknowledge receipt.

\[
\text{(K.L.Chhabra) } \\
\text{Executive Director (Development) } \\
\text{Railway Board.}
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