

6.2.5 The service engineer shall report within 24 (twenty four) hrs on gazetted holidays (Govt. of India) and Sundays from the time of call of breakdown.

6.2.6 The contractor shall keep all the necessary tools, testing equipment / Spare Parts, Sub-Assemblies & Consumables in the ready stock 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.

6.2.7 The contractor will furnish the standard list of spares, consumable & tools to be stocked by the contractor at the designated shed, to the incharge of the shed concerned and the Nominated officer of the Railway.

6.2.8 It is the responsibility of contractor to keep the adequate spares, consumable and tools for the maintenance of Microprocessor Control System to avoid any delay in repair time. Railway official can check the stock of spares if so desired.

6.2.9 The service engineer nominated for the repair on the shed duty shall observe all safety and security rules prevailing at the place of work and as required by law.

6.2.10 Any spares used by the contractor from the stocks available with the IR shall be replaced by new within 4 weeks of their usage at no extra cost.

6.2.11 The contractor shall maintain all such records/ log-books prescribed by the Railway & produce the same for inspection by IR whenever required.

## 7.0 PROGRESS REPORT

User Railway should send regular observations and Quarterly progress report to the office of CME/DMW for future centralized reference & performance rating.

8.0 Damages: Following Damages, Not By Way Of Penalty, Shall Be Applicable:  
The cumulative maximum damage shall be limited to 20% of the billing amount.

## 9.1 Damages for Delay in Attending the Breakdown Calls

Problems reported would be advised to the contractor's representative at the nominated place on contact phone no. (which contractor shall apprise at the time of award of contract). The contractor will be required to attend such problems/failures within stipulated time starting from time of intimation failing which damage as described hereunder shall apply.

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 user Railway. Therefore, the user Railway will recover from the contractor as agreed damages and not by way of penalty a sum of Rs.5,000/-in each case of delay stipulated in Clause 6.2.4 & 6.2.5

## 9.2 Damages for Downtime (ref. clause 3.4.1):

For this purpose, downtime will be calculated as percentage of total loco hours under contract for the month. This shall be calculated at the Zonal Railway level. In case the contractor fails to maintain the contracted availability requirements, following damages shall be levied as under

Down Time	Damages
5% or less	Nil
5% - 7%	2% of the total monthly proportionate bill
7% - 10%	5% of the total monthly proportionate bill
More than 10%	20% of the total monthly proportionate bill

For MEDHA SERVO DRIVES PVT. LTD.

Manager (M)

मुख्य सामग्री प्रबंधक

Chief Materials Manager

डीजल रेल इंजन आधुनिकीकरण कारखाना  
Diesel Loco Modernization Works