

1.0 SCHEDULE OF WORK:

NAME OF THE WORK: Contract for machining of equipment and provision of forklift operator at Electric Loco Shed, Southern Railway, Salem Division, Erode.

Sl. No	DESCRIPTION OF WORK	Unit	Qty.
1.	Operation of Electrical / Diesel Forklift inside the shed premises as per Terms and Conditions of the contract. (Per day 3 jobs x 600 days = 1800 Jobs)	No. of Jobs	1800
2.	Machining of Hitachi Armature commutator turning, Mica under cutting and deburring including shaft correction & Machining of Axle box spares, Center pivot spares, drilling, tapping of different Loco spares as per Terms and Conditions of Contract. (Per day 2 jobs x 600 days = 1200 Jobs)	No. of Jobs	1200

NOTE

1. The rates quoted by the bidder should satisfy the latest Minimum Wages along with EPF, ESI, etc.
2. The contractor must pay the extant Minimum wages as notified by Chief Labour Commissioner, New Delhi from time to time to the staff deputed by them.
3. The contractor should keep in mind that Minimum Wages as per current notification of Chief Labour Commissioner, New Delhi, its revisions or the latest notification, must be paid to the staff while quoting the rates.
4. The rates quoted should be reasonable and workable for the quantum of work as detailed in Schedule of Work.
5. Sufficient staff has to be deployed for executing the work within the time frame as required by the Section-In-Charge.
6. Contractors are advised to quote the rates duly studying the work and assessing the prevailing conditions. Erode is an industrial town with high cost of living and sparse manpower availability. Unreasonable quoting of unworkable rates will not be considered.

- 2.0 SPECIAL TERMS AND CONDITIONS OF CONTRACT:** This is a works contract. These special conditions should be read in conjunction with the general instructions of this tender and general condition of contract. In the event of any conflict or inconsistency between the general conditions of contract and special conditions of contract, the provisions of special conditions of contract contained herein shall prevail.

2.1 SCOPE OF THE WORK: Contract for machining of equipment provided in Electric Locomotives available and provision of fork lift operator at Electric Loco Shed, Southern Railway, Salem Division, Erode.

2.2 QUANTITY: As per schedule of work.

Any extra quantity shall be accepted with the prior approval of competent railway authority and should be executed by the contractor as per clause special condition on variation in quantity.

2.3 DETAILEDSCOPE OF WORK:

2.3.1 FORKLIFT OPERATION:

- i. The forklift operators must abide by every instruction given by the competent authority, regarding the process of work allocations.
- ii. Per day 3 jobs will be offered to the contractor. Respective job will be defined each day by the section in charge at the beginning of the shift / before or as required. All the three (03) jobs have to be carried out simultaneously and 01 job requires 01 manpower per day.
- iii. Forklift operator should have minimum technical qualification and having heavy-duty license with minimum 01 years driving experience in this field in Govt Organization (Contract basis) or reputed Organization. The contractor has to submit relevant documents in support of qualification and certificate of experience for the forklift operator before commencement of the work to concerned Section in-charge i.e. consignee.
- iv. Forklift operator should report daily at 08.00AM sharply to concern supervisors. The normal duty of forklift operators will be 8hrs/day and 6 days/week (8.00am to 5.00pm).
- v. During emergency duty hours of fork lift operator will beextendedIncluding Sunday and national holidays as per requirement of competent authority.
- vi. Forklift operator shall maintain a log book on daily basis and should obtain signature from concern supervisors.
- vii. Forklift should be operated inside the shed at 05kmph speed only.
- viii. Forklift should be checked thoroughly and cleaned (Full unit, Brake, Battery condition, Radiator water level, Diesel level) before starting the work daily and if any abnormality is observed, it should be informed to concerned supervisors.
- ix. Proper dress and ID cards to be provided to each forklift operators by the contractor. Personal protective Equipment's like safety shoes Helmet, face mask, safety goggles are also to be provided by contractor to every individual forklift operator.
- x. The forklift operators should be very well behaved, Educated and obedient. They should notbe addicted to any kind of intoxication.
- xi. In case of unforeseen absence from duty of any Forklift operator, the suitable alternate drivers to be provided with Heavy duty license and fork lift experienced driver by the contractor.
- xii. Contractor or his staff shall take all precautionary steps so as to ensure no damage to Railways property (or) any inconvenience to the persons of working in ELS/ED etc.

2.3.2 MACHINING OPEARTION:

- i. Operating knowledge of machine and tools such as lathes, milling machines, grinders, and CNC machines.
- ii. Identification of wear and crack in various components.
- iii. Axial box loose lip, clamping plate, thrust collar, center pivot bush, center pivot housing, Teflon bush Machining.
- iv. Traction motor – Locking plate machining, Rocker arm bolt thread drilling and tapping.
- v. Armature shaft correction.
- vi. Other Loco related modification work as per Railway required.
- vii. Thread damages in filters (Re taping in 3 phase Loco TMB/MRB) and all lathe and drilling work.
- viii. The contractor should depute qualified and experienced ITI machinist.
- ix. The measuring equipment's should proper handling with accuracy, like inside/outside Calipers, dial gauges, Micrometers, Thread pitch gauges, Vernier, feeler gauge, digital dia measuring gauges etc. Thread tapings LH/RH.
- x. Required safety items like shoes, helmet, goggles, and proper uniforms are firm scope and Safety should be followed.
- xi. Contractor should complete day to day allocated jobs and maintain proper log book and get signature from concern supervisors.
- xii. In case of unforeseen absence from duty of any Machine operators, the suitable alternate staffs to be deputed by the contractor.
- xiii. Per day 2 jobs will be offered to the contractor. Respective job will be defined each day by the section in charge at the beginning of the shift or as required and 01 job requires 01 manpower per day.

2.3.3 Working hours:

- i. Morning 8.00 AM to 5.00 PM only general shift time to be followed. Any special work involves occasionally suitable permission will be given by Railway.
- ii. Suitable LOG note to be maintained regularly and get signature from the section in-charge without fail.
- iii. Suitable reliever to be arranged in case of Leave or absent.

2.4 CONTRACT PERIOD: The entire work shall be completed **within 24 (Twenty-Four) months** from the date of issue of LOA. The work should be started immediately from the date of acceptance of LOA& submission of Performance Guarantee in any of the forms as per clause no. 16(4) of GCC and shall be carried out in consultation with Sr. Divisional Electrical Engineer / Rolling Stock / Southern Railway / Erode –638002 and any information required by you in connection with the above work is to be obtained from him (or) his authorized representative at site. In case if the entire work is not able to complete within the given period, the extension of time will be granted as per clause 17 of general conditions of contract 2022.

EXTENSION OF CONTRACT PERIOD: In case if the contractor fails to carryout, execute and complete the work or part of the work to be done by him under this contract within the time Specified, the **extension of time** will be

granted as per clause 17 of general conditions of contract 2022. The Contractor shall apply for extension required as per the conditions set out in clause 17 of GCC.

It has now been decided that the competent authority while granting extension to the currency of contract due to delay in execution of the work or part of the work under clause 17 (B) of GCC may also consider levy of token penalty as deemed based on the merit of the case. This is as per RB letter No.2007/CE.1/CT/18 Date 28/09/07.

- i The above said penalty due to delay in execution of the work or part of the work will be imposed as decided by the Sr. Divisional Electrical Engineer, Rolling Stock, Electric Loco Shed, Erode.
- ii In case of delay in warranty attention beyond the time limit specified then also penalty of the same rate will be imposed.

2.5 CYCLE TIME:

The works under the scope of the contract as specified in the details of work, allocated on a day must be completed **on the same day itself**.

2.6 PENALTY:

2.6.1 PENALTY FOR DELAY IN EXECUTION: If there is a delay in execution of work within the time specified, the contractor will be penalized at the rate of 10% of the value of the work delayed per day or part of the day for the actual delay occasioned beyond the appointed time and until the work shall have been completed under the contract. The competent authority while granting such extension of delivery period may also consider levy of token penalty as deemed based on the merit of the case. In case of delay in warranty attention beyond the time limit specified, then also penalty of the same rate will be imposed.

2.6.2 PENALTY FOR NON-EXECUTION OF WORK: When work is found to be NOT-EXECUTED on any day as per the requirement of railway, then proportionate reduction will be made from the payment due to the contractor for the value of the work allotted per day. Over and above, railway will impose a penalty of 30% of the value of work not executed or executed unsatisfactorily.

2.6.3 PENALTY FOR UNSATISFACTORY WORK: When work is found to be unsatisfactory or any reason hampering shed operation is noticed, then Railway may impose token penalty as decided by Sr. Divisional Electrical Engineer / Rolling Stock / Salem Division / Southern Railway / Erode

2.6.4 PENALTY FOR NOT USING PROPER SAFETY GEAR: if the employees deputed by the contractor are found not wearing safety gear as required for the allotted work, a penalty of Rs.100/- per person per occasion will be deducted.

2.6.5 PENALTY FOR LOSS / DAMAGE OF RAILWAY PROPERTY: During the execution of the work, if any material supplied by Railway is found missing and / or if any material / property of the Railway is found damaged or stolen due to the actions of the contractor's employees, a penalty of **Rs.1000/- per case** will be deducted. This penalty will be imposed over and above the damages recovered for loss caused to railway and / or cost of materials damaged as

determined under Clause 2.15 – “DAMAGE TO RAILWAY PROPERTY” of these conditions.

2.7 INSPECTION: The Sr. Divisional Electrical Engineer, Rolling Stock, Electric Loco Shed, Erode or his authorized representative at site, will inspect the work awarded. All the works are liable for inspection by representative of ELS/ED while in progress. After completion of the work, the section-in-charge will inspect and certify the work done by the firm is as per these conditions.

2.8 SUPPLY OF MATERIAL& TOOLS: Railway will provide required tools, turning inserts, safety items like shoes, helmet, and goggles.

2.9 QUALIFICATION OF LABOUR AND SUPERVISOR:

(i) The **machinist** deputed by the contractor should be highly skilled and should have valid ITI Certificate from recognized ITI and are well qualified or possess certificate of Govt. Apprenticeship or Work experience in any PSU in the relevant field. The machinist operator must handle measuring equipment like inside/outside Calipers, dial gauges, Micrometers, Thread pitch gauges, Vernier etc. Thread tapings LH/RH with great accuracy.

(ii) The **forklift** operator must possess minimum technical qualification and must have heavy-duty license with minimum 01 years driving experience in this field in Govt Organization (Contract basis) or reputed Organization.

(iii) The proof of the same (Document Copies to be attested) should be submitted to the authorized engineer-in-charge of Electric loco shed/Erode before starting the work.

2.10 DISPOSAL OF RELEASED MATERIAL / BORINGS: During turning, borings need to be cleared and dumped at the nominated place by the contractor. Any released material shall be disposed in nominated area or handed over to the concerned authorized Engineer-in-charge of Electric Loco Shed/Erode as per his instructions.

2.11 PAYMENT TERMS:

- i. Payment will be made after the inspection by an authorized representative of Railway duly certified by the concerned authorized Engineer-in Charge after successful completion of the work as per extant rule for the work carried out in Monthly / Quarterly / Half-yearly / Yearly. All the claims for payment shall be processed online in the IRWCMS portal
- ii. The payment shall be made as per the schedule of work for the actual quantity carried out.
- iii. Procedure for claiming payment will be as per the provisions contained in General conditions of Contract of Electrical Works Contract.
- iv. The bill-passing officer is Sr.DEE/RS/ED and the bill-paying officer is Sr. DFM/SA.
- v. Procedure for submission of on account bills in the IRWCMS portal will be as follows. E-Measurement Book recorded by concerned section in charge shall be forwarded to the contractor for signature. The same shall be forwarded by the contractor to the competent authority after acceptance is signified. Bill

will be generated and forwarded to the contractor by the competent authority for acceptance. Upon receipt of the bill, the contractor shall upload the following:

- a. Staff Details,
- b. Challan for payment of EPF & ESI as applicable,
- c. Attendance Register as applicable
- d. Salary Payment Statement duly signed by concerned employees as applicable,
- e. Proof for payment of salary through bank as applicable,
- f. Invoice,
- g. GST Mandatory form, PAN, GST & NEFT form (upload only for the first bill on account).

Contractor shall signify his acceptance and return the same to the competent authority for further processing.

Note: - Necessary registration and updation must be made in the "Shramik Kalyan" portal of Indian Railways at <https://shramikkalyan.indianrailways.gov.in/> and the details of the same shall be entered in IRWCMS portal as necessary. This is mandatory.

- vi. Income tax deductions: Recovery of income tax at source as per prevailing rate at the time of billing will be deducted from the bills as per extant rules and Income Tax deduction Certificate will be issued in form no.16 for such deductions with each bill.
- vii. Conservancy charges: Conservancy charges as per the prevailing rates during the period of work will be recovered from the contractors running and final bills since the work is carried out inside Railway premises.
- viii. Taxes and duties as per GST Act 2017 at applicable rate as mandatorily payable, including statutory variation, if any, as due and paid will be reimbursed on production of documentary proof.
- ix. The contractor should have registered their firms with ESI & EPF organizations. The following details have to be submitted along with contractor running bills.
 - a. List of employees engaged by the contractor month-wise and their details such as name, DOB, Aadhar no. & address, EPF & ESI account no. Bank & Branch address, amount contributed towards EPF & ESI.
 - b. Attendance of employees.
 - c. Payment to the contract labours should be paid through bank / cheque. Proof of salary paid to them duly ensuring the latest minimum wages should be submitted.
 - d. Statement showing amount deducted & deposited on their behalf of EPF.
 - e. Medical facilities from ESI, if applicable and ESI deductions.
 - f. Self-certified copies of vouchers received from EPF & ESI organizations.
- x. National Electronic fund transfer system (NEFT) for making payments to contractors has become mandatory and hence please submit the bank account details in the following format for arranging payment through NEFT.

- a. Name of Contractor/Firm :
- b. Contractor/Firm's Address :
- c. Contractor/Firm's E-mail ID :
- d. Bank Name :
- e. Bank Branch Name :
- f. Bank Branch Address :
- g. Type of Bank Account (SB/CA/CC) :
- h. Contractor/Firm's Bank Account No. :
- i. IFSC Code (11 digit) of Bank for NEFT :
- j. Contractor/Firm's PAN No. :
- k. Contractor/Firm's GSTIN No. :

The attested copy of the above details by the concerned Bank Manager should be enclosed with the bill.

2.12 SPECIAL CONDITIONS FOR LETTER OF CREDIT AS MODE OF PAYMENT:

(Ref:- Rly. Bd. Lr.no.2018/CE-I/CT/9, Dt.04/06/2018)

- i. For all the tenders having advertised cost of Rs.10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- ii. This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- iii. The option so exercised, shall be an integral part of the bidder's offer.
- iv. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no charge shall be permitted, thereafter, during execution of contract.
- v. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC.
 - a. The LC shall be a sight LC.
 - b. The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
 - c. SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2020-21. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
 - d. The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per

the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.

- e. The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railway by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractors.
- f. The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure 2) after passing the bill for completed work to enable contractor to claim the authorized amount from their bank.
- g. The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.
- h. The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
- i. On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
- j. The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation, Bill of Exchange and Bill.
- k. The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
- l. The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
- m. The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- n. Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- o. The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- p. The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC.

2.13 PRICE VARIATIONS CLAUSE: No price variation for this contract will be applicable. The price value quoted by the contractor and accepted by the Railway shall be treated as firm during the entire period of completion of work.

2.14 QUALITY OF WORK:

- a. All materials/components used in the execution of the contract shall confirm to the Indian Standard and shall be the makes of reputed manufacture/suppliers and of the class most suited for the purpose specified. The contractor shall ensure that the equipments & services under the scope of this contract whether manufactured or performed with in the Contractors premises or at his subordinates premises or at the Railway site or at any other places also strictly in accordance with the provisions of this contract. For this purpose, the contractor shall adopt necessary quality assurance programme to control such activities at all stages.
- b. All work shall be carried out to the entire satisfaction of the Railways. Good workmanship, technical suitability and quality is an essential requirement as this is a safety item.
- c. The work shall be carried under the direct supervision of a person holding a valid Electrical license/certificate of competency issued by the State Govt. for the type of work involved.
- d. After completion of work, the authorized Engineer-in-charge of Electric Loco Shed/Erode will jointly inspect along with firm's representative and the authorized Engineer-in-charge of Electric Loco Shed/Erode shall give clearance for the work done and its quality.

2.15 DAMAGE TO RAILWAY PROPERTY: The contractor shall ensure that all the Railway equipment, fittings, parts are well protected and do not suffer any damages during the course of the work or afterwards as a result of his work. The contractor shall be liable to pay for direct losses, damages caused to the Railways by him or his workmen knowingly / unknowingly while they are in Railway premises working or not working. The amount due shall be determined by the Railway and will be binding on the contractor.

2.16 SAFETY MEASURES:

- a) The work must be carried out very carefully without any infringement of the "Indian Railways Act for the General and Subsidiary rules in force "on the Railways in such a way that they do not hinder Railway operation, not affect the proper functioning or cause damage to any Railway equipment, structure or rolling stock etc., except as agreed by the Railways.
- b) The contractor solely responsible for any loss or damages & Railway will not be responsible for any loss during the accident by mis-handling of Railway Materials and shall bear the cost of all damages in cases of accidents/ unusual occurrences causing damages to Railway property.
- c) The Contractor shall take all precautionary measures not only for protection of his own personnel moving about or working on the Railway premises, but also confirms to the rules and regulations of the Railways in this respect.
- d) The contractor shall not permit their staff to work on the posts carrying overhead conductors or any other current carrying parts unless he had received in writing the permit to work from the authorized Railway

representatives. He shall have to ensure that the supply lines are dead earthed before commencing the work on the overhead conductors or any other current carrying parts.

- e) First Aid facilities: The Contractor shall provide and maintain a first aid box so as to be readily accessible during all working hours. First Aid Box shall be equipped with the prescribed contents at every place where Contract Labour is employed by him.
- f) Contractor is responsible for safe custody of the materials, tools and consumables if any issued by Railways etc.
- g) Firm has to provide all necessary personal protective equipment devices such as helmets, safety shoes, etc. required to their staff for carrying out the work as per existing labour rules and ensure wearing the same by them.

2.17 COMPLIANCE TO STATUTORY REGULATIONS. The work shall also confirm to the following acts rules & codes applicable:

- a. Indian factories Act.
- b. Indian Boiler Act.
- c. Indian Explosive Act.
- d. Indian Electricity Rules.
- e. National Buildings Code.
- f. Indian Standard Specification wherever applicable.

Abiding by various contract / labour laws: The contractor shall comply with all relevant contract / labour laws of Government including Contract Labour (Regulation & Abolition) Act 1970, workman's compensation act – 1923, Payment of wages -1936, Minimum wages act -1948, Employees State Insurance act, Provident Fund act, Employment of Children act, Untouchability act and other labour laws as amended from time to time. The contractor shall also indemnify the Railway administration against any claims/liabilities under these acts. The contractor should have registered their firms with ESI & EPF organizations.

2.18 SPECIAL CONDITIONS FOR ISSUE OF IDENTITY CARDS BY CONTRACTOR:

- i. Contractor is bound to issue Identity card at Contractor's cost to each and every person deployed for execution of the Contract work by them. The attested Xerox copy of Identity card issued to each and every person should be submitted to this office on receipt of letter of acceptance from Railways. The prescribed format is enclosed in **Annexure- I**. Failure on Contractor's part to issue identity cards to their employees will be treated as breach of contract conditions and therefore will be dealt as per GCC.
- ii. It is mandatory for the contractor, to submit the list of the employees deployed with their Identity card having photo and address for execution of the contract to the Railway's Engineer at site before commencement of the work and also for any subsequent change made during the execution of the work.

- iii. The employees nominated by the contract should have correct house address with some identity as address proof.

2.19 DUMPING DEBRIS (SWATCH BHARAT MISSION): The contractor must maintain a clean work area. Not only after the completion of contract, but he should also continue to clean the work area during the performance of the contract. Milestones for periodical cleaning of debris and dumping in nominated areas can be the running bills of the contract. Thus the following should be done.

- i. A spot dumping of the debris should be identified.
- ii. Each bill will be accompanied by a certificate by the concerned railway supervisor that the debris for the work done till the stage of payment (for which the bill is being put up) has been cleared and dumped at the nominated site. This will also be subjected to check by officers as per the provisions of test check.
- iii. The supervisors in the field should be asked to nominate the dumping spot for the debris and advise the contractors in writing.
- iv. This will be ensured by the office of Sr.DFM/SA at the time of bill payment.

2.20 TRANSPARENCY IN GOVERNANCE: A board should be erected at worksites indicating the nature of work, cost, name of the executive officer, date of beginning, expected date of completion etc.

- i. All the work site for works more than Rs.10 lakhs should have a board as above mentioned.
- ii. The pattern and the information to be provided should be taken from State Government boards.
- iii. The Board should be large enough to be easily visible, similar in size to those provided by the State Government.
- iv. All bills submitted should carry a certificate from the concerned supervisor that "Good Governance Board has been installed at the worksite".
- v. This will be ensured by the office of the Sr.DFM/SA at the time of bill payment.

2.21 OTHER CONDITIONS OF CONTRACT:

- i. In case of any dispute of any nature arising on / during the execution of the contract, the decision of the Sr.DEE/RS/ED will be final and binding on both parties.
- ii. In case of any difference of opinion regarding quality of work or quality of the materials, the decision of the Senior Divisional Electrical Engineer/Erode or his authorized representative shall be final.
- iii. Logbook shall be maintained to record the details of equipment / spares replaced in the subject contract work, disposal of released materials DS8, attention of warranty failures etc., and recorded jointly by the firm and the Engineer in-charge in Electric Loco Shed, Erode.
- iv. No free passes or transport will be arranged by the Railways for the movement of contractor and his staff.

- v. Necessary qualified Service Engineers are to be deputed by the contractor during the contract period.
- vi. The contractor shall furnish to the owner, names, addresses and telephone numbers Fax No. should also be maintained for communication it is must, Engineers/Personnel responsible for the carrying out work. Names and Telephone numbers of the persons who can be contacted after office hours and Sundays and holidays shall also be furnished.
- vii. Communication handed over to the contractor's personnel at sites shall be deemed to have reached his office.
- viii. The several documents forming the Contract are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small-scaled drawing and figured dimensions in preference to scaled dimensions.
- ix. If there are varying or conflicting provisions in the documents forming part of contract the Engineer-In charge shall be the deciding authority with regard to the intentions of the provisions and his decision shall be final and binding on the Contractor.
- x. The work shall be carried out generally in conformity with the Railway specifications enclosed, except as amended or modified by these special conditions and directions if any in writing by the Engineer-in-charge of the work and also in conformity to Indian Electricity Rules & Regulations as amended from time to time and also conforms to Southern Railway specifications used for this purpose.
- xi. The programme and method of work shall have to be furnished by the contractor well in time in consultation with Engineer -in-charge of the work duly obtaining his approval.
- xii. The contractor shall obtain necessary permits/gatepasses from the Railway to enable his workers to work, to bring and take materials from the work spot.
- xiii. The work should be executed strictly as per schedule and technical specification and the contract as above is awarded subject to the terms and conditions stipulated by the Railways.
- xiv. No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the work(s) arising out of delay in approval of changes, modifications, alterations, additions, omission or due to any other factor on Railway account.
- xv. All expense incurred towards the transportation of contractor's staff and material and daily allowance of the contractor's personnel shall be borne by the contractor.
- xvi. Contractor shall normally be allowed to collect /deliver the material during general shift in shed (8.00 a.m to 5.00 p.m) on working days only.
- xvii. This contract shall be governed in all respects by the prevailing laws in India and governed by General and special conditions of Indian Railways.
- xviii. This contract shall also be governed by Indian Electricity Act and Indian Electricity Rules with latest amendments.

- xix. General conditions of contract for Southern Railways including all the corrigendum/amendments issued as on date of calling the tender and amendment to clause no.63 and 64 vide Railway Board letter no.96 /ce-1/ct/29 dated 6.8.97 will be applicable and binding for this contract.
- xx. The bonded labour system (Abolition) ordinance 1975 would apply to the present contract. The contractor(s) shall duly observe the provisions thereof.
- xxi. Inter-state migrant workmen (Regulations of employment and conditions) Act 1979.
 - i. The contractor shall obtain a license under the Inter-State migrant workmen (Regulation of employment and conditions of service act 1979) from the Assistant labour commissioner (General) concerned if he has to employ five or more migrant workmen for the execution of work.
 - ii. The contractors shall obtain a proper and valid license for the work from the Asst. Labour Commissioner or the licensing officer of the area in Form-5 under provisions of contract labour (Regulation and Abolition) act 1970 he has to employ more than specified numbers of labour during the course of execution of work and shall submit the same to the Engineer (Divisional Engineer) before the time of commencement of the work.

2.22 THE QUALITY ASSURANCE PROGRAMME: (As per CVO/MAS Lr. No. VO/PC/L/2012/10/039/CMS, dt. 12-02-13):

- i. The Quality Assurance Programme such as maintenance of various register on the part of Railways as well as the contractor, for the subject works contract is necessary for system improvement.
- ii. Hence, the following ledgers are to be maintained in the subject works contract depending upon the nature of work at site:

Sl.No.	Name of Register	To be maintained by
1.	Site order book	By Railways.
2.	Hindrance register	By the Contractor.
3.	Material Transaction Register	By both the Contractor and Railways.
4.	Daily Progress & Labour Register	By both the Contractor and Railways

These Registers are to be maintained at site and should be produced during inspection by Officials. The format for maintaining the above-mentioned Registers are given in Annexure-II.

2.23 SUBLETTING OF CONTRACT: The contractor shall not in any event Sublet/Subcontract, assign or part with this contract or any part. **Subletting of contract to local firms and operating contract from distance is strictly prohibited. The contractor should personally own responsibility for smooth running of contract.**

2.24 QUALITY ASSURANCE PLAN: The tenderer shall submit detailed process sheet indicating process adopted for the work and quality assurance plan at each stage including on items purchased by the tenderer. Tenderer should

clearly indicate what test will be conducted at each stage with details of instruments used and acceptance limits etc.

2.25 HANDING / TAKING OVER OF EQUIPMENT / WORK: The contractor shall bound to handover the equipment for the work executed under the contract to Railway's complete in all respects to the satisfaction of Engineer. The Engineer-in-charge shall determine the date on which the work is considered to have been completed in support of which his certificate shall be regarded as sufficient evidence. For all purposes contractors shall be bound to observe any such determination by the Engineer.

2.26 SUBMISSION OF DOCUMENTS BY SUCCESSFUL TENDERER:

On receipt of letter of acceptance from Railways, the successful tenderer should submit, the following certificates in original in the Railway prescribed form.

- i. Performance Guarantee to be submitted as per GCC 2022.
- ii. Power of Attorney if any for signing in the Agreement in the measurement book & for all purposes.

2.27 SIGNING THE AGREEMENT: The successful tenderer shall be bound to execute an agreement based on accepted rates and conditions, in such forms as Railway's prescribed and place the same with the Railways together with the conditions of the contract, specifications and schedule of price referred to therein duly completed.

2.28 TERMINATION OF THE CONTRACT:As per Clause No. 62 of the General Conditions of Contract, the owner reserves the right to terminate the Agreement forthwith after giving 7 days' notice in case the contractor or Service Engineer fails to attend to the repeated complaints of the owner or the services or contractor's work is found unsatisfactory.

ANNEXURE-I

<u>TEMPORARY IDENTITY CARD</u>	
1. Sr. No. : 2. Name of the establishment : 3. Name of the Employee : 4. Address : 5. Age : 6. Sex : 7. Nature of work : 8. ELS/ED's section in : which contract awarded	<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> PHOTO </div>
<div style="text-align: right; margin-right: 100px;"> (Signature & Seal of Contractor on the photograph) </div>	
Validity date of Card :	Signature of the Employee
Counter signature of the Sr. Section Engineer/General/ELS/ED of Railway	

SOUTHERN RAILWAY
SITE ORDER BOOK (ANNEXURE-II, ITEM-i)

Name of Work:

AGT.No./Date

Name of the

contractor

Starting date:

Date	Site Order by Inspecting Officials	Signature of the official	Noting Signature		Compliance Details	Remarks	Compliance Signature	
			Contractor	SSE			Contractor	SSE
<u>No</u>			Site orders should be recorded specifically and chronologically					
<u>tes:</u>	1							
	2		Wherever required, site orders may be supported by sketches					

Special Note: Any objection of the contractor to the site orders should be brought to the notice to the Executive Engineers or higher officials immediately by the Contractor separately.

SOUTHERN RAILWAY

HINDRANCE REGISTER (ANNEXURE-II , ITEM-ii)

Name of Work:
AGT.No./Date
Name of the contractor

Starting date:

Sl. No.	Nature of hindrance	Date of Occurrence	Date of removal	Period of hindrance	Overlapping period	Total period of hindrance	Extension recommended	Extension approved	Clause under GCC	Signature	
										Contractor	SSE

SOUTHERN RAILWAY
MATERIAL TRANSACTION REGISTER (ANNEXURE-II, ITEM-iii)

Name of Work:

AGT.No./Date

Name of the contractor

Starting date:

Location of Stores:

Date of Receipt	Name / Nature of work	Opening Balance	Item Description	Details of Receipt				Total received (with unit)	Test certificate	Signature		Details of issues			Closing Balance	Remarks reg. performance	Signature	
				Voucher No.	Brand	Quantity	Expiry Date			Contractor	SSE	Date	Quantity	Total Issued			Contractor	SSE

SOUTHERN RAILWAY
MATERIAL TRANSACTION REGISTER (ANNEXURE-II, ITEM-iv)

Name of Work:
AGT.No./Date
Name of the contractor

Starting date:
Location of Stores:

Date	Status of work (in the beginning)	Progress (on date)	Contractor labour (available at site)	Remarks	Signature	
					Contractor	SSE

RAMESH

PRASHAANTH

DIVISIONAL ELECTRICAL ENGINEER,

For Sr. DIVISIONAL ELECTRICAL ENGINEER,

ROLLING STOCK, SOUTHERN RAILWAY,

ELECTRIC LOCO SHED, ERODE.

Digitally signed by RAMESH

PRASHAANTH

Date: 2026.06.09 12:32:35 +05'30'