

SCOPE OF WORK AND TERMS & CONDITIONS

1. Difficulties, doubt, or suggestion if any should be brought into the notice of Senior Divisional Electrical Engineer (Traction Distribution) Agra before submitting the tender
2. The procedure and planning to carry out the work should be discussed with Senior Divisional Electrical Engineer (Traction Distribution) Agra and or his authorized representative.
3. The work should be carried out in such a manner that there is no harm to Railways staff and equipment installed at site. The contractor will be responsible for any loss or damage caused by him or by their labour and recoveries for all such things, as decided by Senior Divisional Electrical Engineer (Traction Distribution) Agra, shall be made from contractor's payment.
4. Contractor will ensure execution of work as per OEM manual & in conjunction with above explanatory notes. Tenderer should visit the site to satisfy himself the nature of work involved in the work as per the site condition before bidding for Tender. The contractor shall commence the work as specified in tender/OEM manual/RDSO Maintenance instructions, if any, shall complete the work in all respects. The unit prices of various items of work shall be included in schedule. All unit prices shall be firm and minor changes in basic designs shall not affect unit prices.
5. The contractor should ensure that during execution of the work, either himself present or his qualified engineer remains present at site with sufficient staff to ensure that work is completed before the targeted completion period.
6. Hydra and Ceiling ropes of proper load tackling capacity and operator with all necessary tools and tackles, shall be arrange by contractor.
7. Welding and cutting of parts should be proper by using suitable welding techniques. Execution of work shall be done as per crane OEM manuals.
8. Execution of work will be done near Railway track, so proper safety measures must be followed while working near track.
9. The contractor shall arrange necessary expert & skilled manpower for under taking unloading/dismantling/remounting & repairing work. All material viz wooden blocks, sleepers, hydraulic lifting jacks, cranes, transport vehicles, winching tools etc. shall be arranged by the contractor. No tools, tackles, T&P, M&P will be given by Railway.
10. Crane & it's accessories shall be unloaded/dismantled and mounted on fresh/same BFR in safe and secure manner so that no damage is caused. Unloading and mounting risk will be on contractor account. Contractor will be fully responsible for any damage or loss caused to Railway material during mounting, transporting and unloading whatever may be reasons.
11. After unloading crane and its accessories, it should be placed at safer place as directed by Railway Engineer. Necessary transportation for placing crane at safer place will be arrange by contractor at his own cost. Safety and security of crane will be the responsibility of contractor till re-mounting it on BFR.
12. The workmanship will be inspected by Railway Engineer or his authorized representative before use/start of the work, during progress of the work, at the time of completion of the work and after completion of the work.
13. Any damages to plaster, wall, road, platform and any structure/ stores/ equipment's/ assets pertaining to Railways, Private and general public during execution of this work / contract will be made good in its actual state of form as before damage, by the tenderer/ contractor at his own risk and cost. In case of non-fulfillment of this commitment, the Railway shall have the power and right to make recoveries worked out to made good the damages, if any, chargeable to contractor. The contractor shall take all precautions against damage from accident, floods or tides etc. No compensation will be allowed to contractor for his plant or part of material lost or damaged by any cause whatsoever. The contractor shall be liable to made good the damages to any structure /part of structures, plant or material of every description belonging to the administration, lost or damage by any cause during the course of contractor work.
14. The contractor should arrange identity cards to his workmen/ supervisors/ Engineers from the Railway office before commencement of the work. The contractor shall comply with all the statutory

requirements in engagement of contract labour in this work and also comply with all the labour laws etc. as per GCC.

15. Notices to the public/government bodies: The contractor shall give all notices to the local bodies likewise Municipalities, Panchayat, Police, Civil and other authorities, that may be required by law as well as GCC and obtain all requisite license for temporary constructions/ enclosures. The contractor will pay all fees, taxes and charges which may be leviable on account of the operation in executing this contract. He will make good any damage to adjoining premises whether public or private and supply & maintained any electricity etc., required at night.
16. Any breakdown/defects in Rail Crane after remounting will have to be attended by contractor and repairs and replacement will be carried out as and when required.
17. Establish a system for maintaining an inventory of spare Parts, release materials, Tools, Equipment, and Consumables etc.
18. Firm will carry out health checkup for every rail crane before starting execution of contract and will submit report to railway for taking necessary action. After that report all the defect shall be covered by contractor.
19. Income Tax along with surcharge and other taxes as per extent rule shall be deducted from the contractor's payment made by Railways.
20. On submitting the offer, it will be deemed that contractor has read and agreed all the tender terms and conditions annexed in the tender.
21. Rates should be inclusive of all kind of taxes applicable.
22. Serving of alcoholic drinks, theft and immoral trafficking inside Railway premises is strictly prohibited and if any incidences are noticed, Railway will be at liberty to terminate the contract at Risk & Cost of the contractor with immediate effect and without any notice period for the same. In addition, contractor will be responsible for all such activities inside the Railway premises and will have to face prosecution and indemnify the Railway from all actions & claims arising out of the same.
23. If any staff of contractor misbehaves, not obey the instructions and creates nuisance in work, the work related representative of Railway or Engineer in charge will have the full authority to remove him/her from work site.
24. Railway premises is a "NO SMOKING ZONE". The contractor should ensure that his employees do not smoke in above mentioned area. They will also not indulge in drinking alcohol or any other intoxicants, consume drugs and eat pan/khaini/tobacco etc. and not play cards or indulge in gambling in Railway premises.
25. Contractor should obtain necessary license, permit, consent, sanction etc. as may be required or called for from / by local or any other authority for doing such work at its own cost as per Law & GCC. The agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time whether of Central or State or Local Govt. as applicable to him or to this contract without any liability and responsibility to Railway, whatsoever it may be.
26. The Contractor shall be liable for full fidelity of the personnel to be provided and in case any pilferage/damage/theft/shortage is caused to the property of the Railway due to the carelessness of the person deployed by the contractor, the value as assessed by Sr.DEE/TRD or his authorized representative, shall be recovered from the payment due to Contractor under the contract. If some amount is still found recoverable, the contractor shall deposit the same within 15 days from service of notice by the Railways.
27. The personnel deployed by the agency should be disciplined and will not participate in any activity prejudicial to the interest of Railways/Govt. of India/any State/ or any Union Territory.
28. In case any personnel of the agency is implicated in any law suit or is injured by any person or group of persons, agitating mob etc. during the course of performing his duty/their duties for railways, it shall be the sole responsibility of the agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the Railways.
29. The service provided by the contractor shall be to the satisfaction of Railway. Rates shall include all incidental and contingent work, which although not specifically mentioned in the scope are necessary for its completion in sound and efficient manner.

30. The work shall be carried out strictly as per applicable rules & regulations, manuals and applicable code of practices.
31. After completion of the job/visit, Contractor will have to prepare service report or submit check sheet/released material. Designated Railway official will acknowledge the service report as proof of service rendered.
32. The requirement of service engineer during breakdown of Rail crane after remounting shall be arranged by contractor as his own cost at short notice.
33. Dismantling, Repairing and remounting of Rail crane should be as per OEM standard guidelines.
34. The tenderer has to plan as intimated by Railway for carrying out the dismantling and remounting work. All necessary tools, tackles and equipment required for execution of this work shall be arranged by the contractor.
35. Hindrance and inventory register should be kept with consignee and shall be maintained duly signed by the contractor and consignee.
36. Contractor will make his own arrangement for reaching at site along with man material tools tackles etc.
37. Contractor will be required to depute expert competent engineer at site along with the labour who will be available for carrying out the dismantling and/or remounting work and they will check all the system/equipment and shall take remedial action for trouble shooting as prescribed in OEM Manuals. The test / checks shall be recorded and handed over to the Rly supervisor.
38. The firm will take all preventive steps to keep the Rail cranes in good condition. All the efforts shall be made by the contractor to quick attention of rectification of failure / defects, if any after remounting. Contractor shall furnish details of their representatives along with their addresses, their telephone nos., for calling them any time to attend the breakdown, if any, after remounting.
39. During execution of work care should be taken that no damages to any existing installations shall take place. In case of any damage contractor will be responsible for the same, so he should attend / rectify the same free of cost otherwise cost of the damages will be recovered from the contractor.
40. If any work falling under power block will be determined by the Railway Engineer and the power blocks will be arranged by the Railway supervisor. The contractor has to work with minimum power block as decided by the railway and penalty can be imposed to the contractor for exceeding of arranged power block in particular type of work. Any dispute in this regard can only be decided by Sr.DEE/TRD/AGC and his decision will be final and binding on the contractor. No extra payment for power block working shall be admissible.
41. It should be clearly understood that it is entirely the contractor's responsibility and liability to find, to procure all the machinery, tools & plants and their spare parts that are required for the efficient and methodical execution of the work. Delay in procurement of such items due to their non availability or import difficulties or any other causes whatsoever will not be taken as an excuse for slow or nonperformance of work.
42. The contractor shall have to make his own arrangements to store the dismantled rail crane including watch and ward at his cost. The work shall be carried out under the supervision of Railway supervisor at site. Successful contractor shall protect equipment in case of seasonal or un-seasonal rain. The contractor shall make his own arrangement to safe guard various components, dismantled from rail crane and other equipment brought by the Contractor for said work at site.
43. **Safe Guard of Railway Material:** A sum equivalent to cost of Railway material, is required to be submitted by the Contractor as a security in the shape of Indemnity Bond towards the safeguard of Railway material before taking up the work and for any delay in obtaining of necessary insurance, the contractor, only will be held responsible. The contractor will safeguard the theft etc. of materials till the completed assets are taken back by the Railway.
44. If any existing parts of the old installations are damaged / broken during execution of work at location, the cost of the same will be recovered from the Contractor's bill as per latest market prices with the recommendation of work incharge/officer or replace/provided by contractor at his own cost.
45. The terms and conditions of this contract shall also be governed with GCC APR'2022 of Railways with its all the latest Correction Slips.

46. **Supply of Material:** The spares required for this work should be procured from OEM or their authorized dealers or prior approval of Competent Authority only and proof of this to be submitted to Railway. Engineer's Representative will verify the genuineness of the supplied material and spurious spares shall be rejected at any stage.
47. (i) Contractor will submit the original delivery challan Certificate /Warrantee/Invoice/OEM Challan or invoice etc. to Railway, indicating supplied quantity of material (MRC) duly certified by concerned work incharge/officer of the section. Concerned SSE/TRD will verify & certify that material supplied is of either OEM or OEM approved sources/RDSO/CORE approved vendor.
- (ii) Must change items and optional spares will be kept ready with Contractor and shall be supplied to the Railways on demand.
- (iii) Prior approval to be obtained from Competent Authority for any deviation from tender conditions.
- Note:** Contractor shall note that no order for procurement of materials should be given to any firms having expired validity of approval period. Material inspection shall be carried out through RITES/RDSO/CONSIGNEE as per existing Railway Board's guidelines. For inspecting Major/high value items, Inspecting Authority/Railway's representative may visit the manufacturer's premises to conduct the test, if necessary. Contractor shall provide all necessary assistance in carrying out test and inspection at his own cost. The entire work will be carried out as per the instruction of the concerned incharge or his authorized representative. The material supplied by the contractor shall be got inspected and accepted by the Railway. The purchaser's decision in regard to disputes / deviations, if any arrived during execution of the work, shall be final and binding upon the contractor.
48. **Released Materials: All the released material shall be handed over to Railway as per instruction of work incharge and includes transportation, leading, loading, un-loading etc. Recovery due to fails to return un utilized/released Railway materials:** The unused materials and released materials should be handed over to the work/depot in-charge at depot premises as per instruction of stie incharge after completing the particular work. If the contractor fails to return such materials, the cost of such materials will be recovered at the book rate or the market rate whichever is higher.
49. **Guarantee/Warrantee:**
- (i) The remounting of crane by tenderer/contractor shall stand warranted for one year from the date of completion of the work or 1800 hours of working, whichever is earlier.
- (ii) The spare parts, if any, to be provided by the contractor should be guaranteed for a period of one year from the date of handing over for trouble free working. The decision of the Railway in this regard to the cause of failure and nature of rectification to be carried out by the contractor shall be final and binding on the part of the contractor. During warranty, cost of all repair materials required and to & fro transport charges will be borne by the contractor.
- (iii) The guarantee of the material supplied by the tenderer shall be as per para (a) above and the entire trouble free working shall stand guarantee till completion of the work.
- (iv) If any failure occurred due to poor workmanship after installation/remounting of Rail crane on BFR including parts/ equipments, shall be attended by the contractor on his own cost.
- (v) Note: The tenderer should provide prior to execution of the work, phone no, fax number/ email and detail address to site incharge.
50. **Safety measures by Contractors and field units:**
- (i) Necessary safety equipment like helmets, safety belts, gloves etc., and tools to be used by Contractors staff must be checked and tested periodically as per norms. Record to be maintained for this purpose.
- (ii) Contractor shall give necessary training to their Supervisors and staff & ensure that they know about safety norms to be followed for working in Railway premises and in the vicinity of Railway track in electrified territories.
- (iii) Proper care shall be taken in storing inflammable substance to avoid any fire.

- (iv) Supplementary site-specific instructions, whenever considered necessary shall be issued by the Supervisor in -charge as applicable shall be bound upon the contractor.

NOTE: The above list is only indicative and all Contractors must ensure protective and safety measures given in contract agreement and the relevant acts, codes & manuals of Railway and civil authority. It is advised that safety precautions enumerated shall be ensured. Contractor's supervisors & staff & Railway representative shall also ensure and follow the safety instructions strictly while executing works. Contractor should note vehicles and equipment of Contractors can be drafted by Railway administration in case of accidents/natural calamities involving human lives.

The contractor will take all precautionary measures in order to ensure the protection of his own personal Moving around or working in the Railway premises confirming the rules and regulation of the Railways. The contractor will safe guard against the theft etc. of materials till the complete assets taken by Railway, for this he will take out and keep in force a policy or policies of insurance against all liabilities of the contractor in respect of any accident to persons who shall be employed by the contractor or around the site of the work.

51. **Conditions for execution of contract:** Labor, which is engaged by the Contractor for execution of this work at site, should be invariably insurance covered. The work shall be carried out under the supervision of Railway supervisor at site. During execution of work if any dispute involved such as variation in quantity, approval of Competent Authority is required before initiating the work. No additional work should be done without taking prior approval of Competent Authority in this regard.

Contractor found using sub-standard or unapproved material shall be on the spot stopped from the executing the further work and suitable action will be taken against the Contractor. Railway has right to decrease/increase the quantity of schedule of prices or delete some portion of work at the time of execution of work if feels necessary.

The Contractor shall maintain the site register with his supervisors who shall keep the record of work done and get the same jointly inspected and tested by Engineer's representative. Engineer's representative or his authorized representative shall do final inspection of the work.

The Contractor shall jointly record all completed work with Railways which will be available with Railways Engineer's representative. No other work than those recorded jointly will be recognized.

Complete work shall be carried out at site as per OEM's recommendations, specification, approved drawings, relevant IS specifications and/or RDSO's drawings/maintenance instructions related to schedule of work and approved drawing, if any for execution of the work by the Contractor. RDSO drawing/specification could be downloaded by contractor if required, from Railway website or purchase form respective office on payment basis.

No claim whatsoever will be entertained by the Railway on account of any delay or hold up the work(s) arising out of delay in approval of drawings, changes, modifications, alterations, omission and side layout plan or detailed drawings and design and or late supply of such materials as are required to be arranged by the Railway if any or due to any other factor on Railway account. No claim for idle labour and idle machinery etc. on any account will be entertained. Similarly no claims shall be entertained for business loss or any such loss.

It should be clearly understood that it is entirely the contractor's responsibility and liability to find, to procure all the machinery, tools & plants and their spare parts that are required for the efficient and methodical execution of the work. No extra payment shall be admissible.

52. **Manpower Organization:** The Tenderer shall have adequate Manpower Organization required for the execution of the tendered work as per Railway policy and the contractor shall be sole responsible for follow the all norms as per labour law, wages act, insurance, all risk insurance etc. as per GCC.

The contractor shall indemnify Railway against any or all claim, which may arise under the motor vehicle Act, Working Compensation Act in other Act statutes having bearing over the services and for engagement of workman directly or indirectly for performance of work under the contract.

The contractor shall indemnify Railway and its employees against penalties as Principal Employer, for any failure of the contractor to honor various state law enactments.

53. **Transportation of material:** The transportation, leading, loading, un-loading & handling charges etc. to execute the work at site shall be borne by the Contractor including Railway supplied materials if any for the work.

54. Penalty Clause:

- (i) **Penalty in delay in execution of work:** Contractor should commence dismantling or remounting of Rail Cranes as soon as intimation is given by engineer in-charge by any possible means, if the contractor does not commence the work within maximum 2 days of intimation, then a penalty of Rs. 5000/- will be levied for delay in commencement of work.
- (ii) **Rail Crane failure after remounting penalty:** Penalty of Rs. 25,000/- per incidence shall be levied for any problem arising out of due to poor workmanship after remounting within two week or 24 Hours of operation whichever is earlier from the date of work done. And Rs. 5000/- additional penalty if the restoration of failure not done within two days of failure.
- (iii) **Penalty for delay in rectification:** Penalty of Rs. 5000/- per day for not attending failed sub-assembly within 48 hours during warrantee period of one year from the date of dispatch or 1800 Hours of operation which ever occurred first.

NOTE: Locations of Rail Cranes may be changed as per site requirement.

EXPLANATORY NOTES OF SCHEDULE OF RATES

Provision of the work “Dismantling of Rail Crane No. WMC-101 from existing BFR No. BRN 555079360500 and remounting to fresh BFR including repairing the rail crane” shall be done as per OEM and/or RDSO Maintenance instruction if any and Railway Standard Practice enforce.

Item no. 1: Charges for Dismantling of Rail crane from Existing BFR and Remounting on Fresh BFR of Crane No WMC-101

The price shall cover Dismantling of Rail crane from existing BFR and remounting on fresh/same BFR of crane by opting suitable hydra or road crane arrangements in accordance with guidelines of crane manuals/OEM catalogues. All required Tools & tackle with availability of Hydra and Generator set at working site till completion of works. Welding and cutting of parts by using suitable welding equipment's.

After dismantling the transportation facility for placing the crane at safer place and safety/security of crane till remounting it on fresh/same BFR done by contractor at his own cost. Work shall be commenced in supervision of railway engineer by making all suitable safety arrangements, any other instructions given by authorized railway engineer.

NOTE: Item no. 2 & 3 cover spares & supported by item no. 4 to 6.

Item no. 2: Spares Cost for Remounting of Base Frame on fresh wagon as per Annexure-1

The price shall cover required spare costs under Annexure-2 while remounting of the Rail crane by opting suitable hydra or road crane arrangements in accordance with guidelines of crane manuals/OEM catalogues. All required Tools & tackle with availability of Hydra and Generator set at working site till completion of works. Welding and cutting of parts by using suitable welding equipment's.

Rail crane mounting work shall be done in such a manner that mounted Rail Crane should be intact & properly fixed to BFR by required mandate bolting's/riveting/welding etc. arrangement (as per OEM manuals) for fixing.

Annexure-1

List of Mandatory Parts for Remounting of WMC-101 to New Wagon				
SI No.	Description	Qty	Rate/Unit (Rs.)	Amount (Rs.)
1	MS STUDS M20 X 390	12	1031.25	12375
2	MS STUDS M20 X 450	13	825	10725
3	MS STUDS M20 X 550	12	825	9900
4	A20 PLAIN WASHER	130	26	3380
5	B 20 SPRING WASHER	150	9	1350
6	CHUCK NUT M20	130	9	1170
7	U PLATE	70	25	1750
8	AXLE LOCK PLATE 80X80X16	8	119	952
9	AXLE LOCK PLATE 80X80X10	8	75	600
10	AXLE LOCK PLATE 80X80X08	8	59	472
11	AXLE LOCK PLATE 80X80X06	8	45	360
12	CHEQUER PLATE 1250X200X4	11	1010	11110
13	CHANNEL	1	7500	7500

14	RIB 120X120X4	30	58	1740
15	DOG CHAIN	3	337	1011
16	LOCKING PLATE 280X40X20	12	261	3132
17	LOCKING PLATE 180X40X20	30	168	5040
18	LOCKING PLATE 550X80X20	1	1026	1026
19	B1' SPRING WASHER	24	13	312
20	B 12 SPRING WASHER	10	2	20
21	B 10 SPRING WASHER	2	2	4
22	SPECIAL WASHER B24	12	11	132
23	HEX NUT M20	130	44	5720
24	HEX BOLT M20 X 80	8	119	952
25	HEX BOLT M20 X 100	8	145	1160
26	HEX BOLT M20 X 60	8	95	760
27	HEX BOLT M12 X 35	14	20	280
28	HEX BOLT M10 X 160	4	66	264
29	HEX BOLT M24 X 90	9	216	1944
30	HEX BOLT M24 X 80	3	191	573
31	HEX BOLT 1UNF 5.5"	24	440	10560
32	HEX BOLT M 10	5	4	20
33	HEX BOLT 1UNF	5	77	385
TOTAL				96679
IGST @ 18%				17402.22
TOTAL (Rs.)				114081.22

Note: The item quantity may vary as per requirement at working site. The payment of spares will be made as per utilization/requirement confirmed by Railway Supervisor.

Item no. 3: Spare Parts Required for Repair of crane as per Annexure-2

The price shall cover repairing work of Rail Crane with spare costs under Annexure-2 while repairing of the Rail crane by opting suitable Tools & Plants in accordance with guidelines of crane manuals/OEM catalogues at the site/premises/workshop of the firm. The transportation, leading, loading, un-loading & handling charges etc. to execute the work at site/premises/workshop of the firm shall be borne by the Contractor including Railway supplied materials if any for the work.

Annexure-2

List of Spare Parts Required for Repair of crane WMC-101					
S.No.	Part No	Description	Qty	Rate/Unit (Rs.)	Amount (Rs.)
1	3031-003-00	Slew Ring	1	253828	253828
2	4001-003-00	Battery	2	18034	36068
3	3029-001-01	Hydraulic Filter	1	18800	18800
4	3004-300-06	Fuel Filter	2	575	1150
5	3004-300-07	Oil Filter	1	575	575
6	3032-001-01	Air Filter	1	12575	12575
7	3003-001-06	Diesel Pipe in & Out	2	560	1120
8	3032-019-06	Silencer Assy	1	6000	6000
9	3044-002-00	Pulley Small	2	9190	18380
10	3001-010-05	Pulley Bearing	4	3185	12740
11	2006-416-00-00	Jib Pin	2	5820	11640

12	7007-022-00	Engine Oil	1	8975	8975
13	3043-027-00	Boom Pad Set	1	22735	22735
14	3031-006-01	Jib Cylinder Seal Kit	1	21714	21714
15	3001-016-05	Winch bearing small & Big With Flanges	1	41450	41450
16	3022-004-00	Driver Seat	1	31743	31743
17	3032-003-30	Door lock	1	2000	2000
18	3044-001-00/3001-010-05	Pulley Big With Bearing	1	12848	12848
19	3032-001-07	Accelerator Cable	1	2725	2725
20	3032-005-13	Engine Stop Cable	1	1750	1750
21	3016-002-00	Derrick Cyl OCV	1	29745	29745
22		All Hoses (Set)	1	62500	62500
23		Boom Rest	1	9000	9000
24		Tool Box	1	6000	6000
25		Battery Box	1	5000	5000
26		Hydraulic Oil	1	94500	94500
TOTAL					725561
IGST @ 18%					130600.98
TOTAL (Rs.)					856161.98/-

Note: The item quantity may vary as per requirement at working site. The payment of spares will be made as per utilization/requirement confirmed by Railway Supervisor.

Item no. 4: Hiring Charges for Hydra Crane

The price shall cover hiring charges for hydra crane, whenever required to execute the item no. 1, 2 & 3.

Item no. 5: Hiring Charges for Gen-set 62 KVA

The price shall cover hiring charges for Gen-set 62 KVA or higher, whenever required to execute the item no. 1, 2 & 3.

Item no. 6: Hiring Charges for MIG & ARC Welding and Cutting Gases etc.

The price shall cover hiring charges for MIG and ARC welding and cutting gases, whenever required to execute the item no. 1, 2 & 3.

Notes-

1. The quoted rates shall be inclusive of all taxes & duties including GST.
2. All the spares /materials/lubricant shown above are to be procured from OEM or authorized dealer.
3. All the released material from Rail Crane has to be returned to Railways.
4. All DPRs and site Registers should be signed by both the parties i.e. Railway representative and Contractor's representative and should be completed in daily basis.
5. In case of any contradiction decision of Sr.DEE/TRD would be final and acceptable to all.

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