

SCOPE OF WORK

- 1. NAME OF WORK:** - Dye Penetrant Test of LHB/ ICF/MEMU/Tower wagon bogie frames.
- 2. QUANTITY OF WORK:** - 5756 Nos.
- 3. PERIOD OF CONTRACT:** - 12 Month from the date of issue of LOA.
- 4. PLACE OF WORK:** - Mechanical Workshop, Gorakhpur.
- 5. STARTING OF WORK:** - Within 15 Days from issue of LOA.
- 6. Completion of work:-** Shall be completed on the same day of offer.
- 7. Work Load:** - Quantity of offered Bogie frames/day shall vary from 15 (Fifteen) to 30 (thirty) depending upon actual arising.
- 8. Guarantee/Warranty Period:-** 09 Months for ICF, 18 Months for LHB & 24 Months for MEMU & Tower wagon bogie frames from the Date of completion of work.
- 9. WORKING HOURS:-**
 - a. The work is to be carried out between 08:00 to 22:00 Hrs in two shifts from Monday to Saturday except on Sunday.
 - b. The work should be carried out only during working days and the contractor will not be permitted to work on Holidays and Sunday. However, if desired by the Railway administration, the contractor may be asked to carry out the work on Holidays and Sundays as well, depending upon the requirement of work.
 - c. The working time may be altered as per need of the Railway and any such changes in timings shall be binding on the contractor. The contractor shall have to be prepared for managing his workforce according to such alteration in working time.
- 10. RESPONSIBILITIES OF CONTRACTOR:-**
 - i. Contractor shall provide sufficient trained & experienced manpower having ISNT/ASNT Level-2 technician certificate after passing B.Sc. (PCM) or Diploma in Engineering (Chemical or Metallurgy or Mechanical or Electrical) for performing DPT work of bogie frames and other required assisting manpower on each day keeping in mind 01 Level-II technician with two assisting manpower can perform DPT work of Maximum 08 bogie frames per 08 hours of duty period. ISNT/ASNT certified Level-II technicians has at least 01 year experience in penetrant testing having B.Sc. or Diploma in Engineering. Self attested certificates of B.Sc. or Diploma and ISNT/ASNT Level-II qualified personnel shall have to be uploaded at the time of bid, failing which offer shall be summarily rejected.
 - ii. ISNT/ASNT Level-II Certificate shall be issued by authorized institute. All the required certificates shall be verified by Authorized railway official before start of the work. Competency of technicians shall be verified by CMT before start of the work.
 - iii. Consumables such as DPT kit (As per IS: 12889 and RDSO Specn. M&C/NDT/105/2001), cotton cloth and wire brush etc. shall be arranged by contractor. Test certificates of DPT kit shall be produced by contractor for each lot/batch.
 - iv. Preparatory surface cleaning for removal of Dirt on bogie frames with the help of steel wire brush & cleaner before starting DPT, shall be done by contractor required for performing DPT work.
 - v. After completion of DPT test on bogie frames shall be reported to deployed CMS & SSE/Bogie shop for onward process. If any repairable flaw/crack is observed, shall be marked with chalk and informed to SSE/Bogie shop and to be re-tested that particular portion after it's repair.
 - vi. A total of 15 (Fifteen) to 30 (thirty) ICF/LHB/MEMU/Tower wagon bogie frames per day will be offered to the firm. This number is just tentative only and may increase or decrease, depending upon the actual arising. The work of bogie frames offered shall be completed on the same day of offer.
 - vii. Records of tested bogie frames shall be maintained by contractor and verified by authorized representative of CMT i.e. CMS/CMA. The nominated representatives shall check work done by the contractor. Test records are to be prepared on day to day basis and contractor will show when ever asked by Railway authorities.

- viii. Stocking of all the required consumables shall be done by contractor in advance for a period of 2-3 months for uninterrupted working. Stock register of consumables shall be maintained by contractor and will show when ever asked by Railway authorities. RPF gate entry will be compulsory on challan/Bill of the consumables.
- ix. The contractor will execute the work without affecting the Railway working and in consultation with authorized Railway Representative CMT or his nominated representative. The contractor's staff & supervisor will report to the nominated railway representative at the time of commencement of work every day.
- x. The contractor shall provide uniform as decided by Railway & PPE kit (Safety Helmet, Safety Shoes, Hand gloves, safety goggles and Nose mask etc) commensurate with the severity of work area.
- xi. The firm should have ISO:9001/2015 certified. If certified then upload it at the time of Bid. However this certificate is not mandatory.
- xii. The firm shall have to comply Central Government's minimum wages, EPFO, ESIC & other applicable act.

Note: Any other Item/Work which has not been mentioned above but necessary for completion of the subject work shall be assumed to be included as a scope of Contractor.

11. RESPONSIBILITIES OF RAILWAY:-

- I. Electricity and water required for undertaking the subject work will be provided by Railway at free of cost.
- II. Storage space will be provided free of cost by the Railway as per requirement. However, the contractor shall make his own arrangement to keep the material in safe custody.
- III. Test memo shall be provided by SSE/Bogie shop to contractor for performing DPT work.

12. PREPARATORY ACTIVITIES:

- i) Before physically starting the work, the contractor shall submit list of personnel to be engaged by him with name, age, address and photographs to Dy.CME/Plant or his authorized representative and get necessary permission for working inside the Railway premises. Identity card has to be issued by the firm to their workmen for whom permission is to be granted by the Railway. The identity/permit card shall be produced when demanded by the site supervisor or any other authority of Railways.
- ii) Contractor shall ensure that only identified and authorized personnel are engaged by him to carry out the work within Railway premises at Mechanical Workshop, Gorakhpur and they do not create any nuisance or disturbances.
- iii) The contractor shall be solely responsible for the orderly conduct of his representative as well as deployed manpower within Railway premises.
- iv) The personnel so engaged by the contractor should be courteous, well-mannered and be well behaved. Railway reserves the right to direct the contractor to remove any person, if he is found to be unsuitable for work or on disciplinary grounds.
- v) The contractor shall make it clear to his work force that, Railways will not entertain any request or claim for any temporary/casual/permanent employment of the personnel engaged by him on the basis of work done through this contract.

13. DAMAGE TO RAILWAY PROPERTY:

- i) The contractor shall be responsible to see that the work executed by him does not in any way infringe or damage the existing structures or other works in the area.
- ii) The contractor is liable to take responsibility and rectify for the damage, if any, caused to the Railway property during the execution of their work. Any losses suffered by railways on account of damages by the contractor's manpower will have to be fully compensated by the contractor.

14. SAFETY MEASURES:

- i) Contractor shall be solely responsible for taking care of his staff & supervisor against any accident or safety risk. Railway administration shall not be responsible for safety of the staff of the contractor and hence the administration shall not be liable for any compensation arising out of accidents including loss of life, injury etc while executing the work.
- ii) The entire liability arising out of injuries/death will rest solely on the Contractor. Railway will not pay compensation in case the contractor's staff sustain injury or in the event of death while working or inside the Railway premises.

- iii) The contractor's staff working in the Railway premises shall wear distinctive PPE kit to distinguish them from employees of railway.
- iv) The contractor shall ensure industrial safety norms in execution of work in Railway premises.
- v) The Contractor shall abide by all instructions issued by Railway Administration from time to time in connection with safety of railway installations and personnel.
- vi) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving or working in the Railway premises and shall conform to the rules and regulations of the Central and State governments as well as of the Railways.

15. FIRE SAFETY COMPLIANCE IN WORKSHOP PREMISES (WHEREVER APPLICABLE) :-

- i) The contractor must conduct a fire risk assessment before starting any work involving heat, flammable materials, or electrical tools, taking into consideration the watch time for any hot work.
- ii) All the engaged workforce should be well versed with the use of fire-fighting equipment like extinguishers, fire balls, sand buckets etc. and shall have complete information about the placement/location of their availability for prompt usage at the time of need.
- iii) Storage and use of flammable items in use of contract (paints, diesel, LPG, oxygen-acetylene) must be in designated, ventilated areas only.
- iv) The contractor must ensure use of fire-resistant PPE and deploy a trained fire watcher during welding, cutting, or grinding, wherever required.
- v) All temporary electrical connections must be taken only by certified electricians and removed after job completion. No cut wires will be allowed.
- vi) Strict No Smoking compliance in all workshop areas and near flammable storage zones.
- vii) Contractor staff must participate in fire drills, maintain good housekeeping, and ensure that cotton waste/oily rags are disposed of in metal bins.
- viii) Hot work must not start without a valid hot work permit, and the fire watcher must stay 30 minutes after completion of work.
- ix) The contractor must keep updated records of PPE issue and hot work permits.
- x) Non-compliance with fire safety instructions may result in work stoppage or penalty, as decided by the railway. Damage if any to railway property due to lapse of fire safety by contractor will be recovered from contractor as decided by railway

16. TRANSPORTATION, LOADING AND UNLOADING:

- i) The contractor shall make his own transport arrangements for transporting material from various places to the site of work.
- ii) The contractor has to unload the materials at site with his own resources.
- iii) The unloaded material has to be transported to the stocking locations identified and nominated for the same.
- iv) The materials shall be stacked as per the material stacking instruction issued by the original manufacturer.

17. PENALTY:

- i) Work has to be started within 15 days after issue of LOA. In case work is not started within 15 days, a penalty of Rs. 2000/- per day shall be imposed.
- ii) If work is not completed by contractor within stipulated time i.e. same days from the date of offered bogie frames, a penalty of Rs.1000/- per bogie frame per day will be imposed to the contractor.
- iii) A penalty amounting Rs.100/- per staff per day will be imposed, if found without PPE kit and Uniform during working at work place.
- iv) If any Bogie frame found failed during service under warranty period, then penalty of 10% value of contract or termination of contract or both may be imposed.
- v) A penalty amounting Rs.500/- shall be imposed per occasion if test record is found incomplete.

- vi) A penalty amounting Rs.500/- per day shall be imposed if consumables stock are found short as compared to defined limit in the scope of work.
- vii) A penalty amounting Rs.500/- shall be imposed per incidence if DPT is done without surface preparation.
- viii) If contractor does not fulfill any other terms and conditions of contract, other than those mentioned above, a penalty of Rs. 1000/- per incidence may be imposed by the Railway administration.
- ix) If contractor fails to comply Central Government's minimum wages, EPFO, ESIC & other applicable act, appropriate penalty shall be imposed mentioned in the respective act.

18. PAYMENT TERMS & CONDITIONS:

- i) No advance payment will be made by the Railway.
- ii) 100 % payment for completion of actual work on monthly basis.
- iii) The contractor shall raise the bill in triplicate on monthly basis which should be complete and correct in all respect.
- iv) Deduction as applicable and as mentioned in this contract will be made from the payment made to the contractor by the Railway as per the rules. All the legally applicable taxes shall be deducted at source from the amount payable to the contractor.
- v) While processing payment of any 'On Account Bill' or 'Final bill' or release of 'Advances' or 'Performance guarantee/Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representative that "I have uploaded the correct details of contract labourers engaged in connection with this contract and payment made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' -----Month,-----Year."

19. Bill passing Officer: Dy.CME/ Plant /Mechanical Workshop/Gorakhpur.

20. Bill Paying Authority: Sr. AFA, Mechanical Workshop, Gorakhpur.