

## SPECIAL TENDER CONDITION

### 1.0 INTRODUCTION:

1.1 The tender shall be governed by General conditions of contract-2022 or latest (with correction slips), Standard tender document-2022 (with correction slips) and Special Conditions of Contract. Wherever there is discordance between any of these documents, various provisions shall have overriding priority in the following order: -

- I. Special conditions of contract & Technical specifications.
- II. General conditions of contract, 2022 or latest (with correction slips).
- III. Standard Tender Document- 2022 (with correction slips).

1.2 If there are varying or conflicting provisions in the documents forming part of the contract, Sr. DEE/TRS Ludhiana shall be deciding authority with regard to the intentions of the provisions and decision shall be final and binding on the contractor.

**2.0 Name of Work:** Provision of Traction Motor Drop Detection System (TMDDS) for Three Phase Electric Locomotives at Electric Loco Shed, Ludhiana.

**3.0 SCOPE OF WORK:** The **Scope of work will be as per modification sheet of RDSO no RDSO/2023/EL/MS/0496 Rev '0' dated 01/12/2023 or latest modification sheet or any corrigendum/revised MS. Detailed scope is given as: -**

1. For carrying out TMDDS MS496 Rev work, opening of HB, SB, F panel, D panel, corridor foot plate, and TM coupler plate and other panels in the under frame will be done. After completion of modification work, closing of the opened panels and refitting of covers of other equipment will be carried out by the contractor staff.
2. During TMDDS MS496 modification work, welding work and the availability of equipment and other materials required for the work will be arranged by the contractor.
3. In MS496 modification, materials required as per circuit such as diodes, MCB, foot switch, relay, connectors, lamps, cable ties and other materials will be procured from CLW-approved vendors by the contractor staff. It will be ensured by the consignee that the contractor has the purchased bill of items.
4. During MS496 modification work, supporting clamps and foot switch clamps to be fitted on TM and bogie frame shall be as per the drawing provided in MS496. Procurement and fitment of these items and all related works will be carried out by the contractor staff.
5. After completion of MS496 modification work, joint checking of the work along with Railway staff will be carried out by the contractor staff.
6. No bypass work of any kind will be accepted.
7. Loco lifting and lowering work will be carried out by Railway staff.
8. After lifting of the loco, it will be offered to the contractor staff for MS496 modification.
9. After the loco is offered, completion of the modification work within 3 days will be ensured by the contractor staff.

### 4.0 GENERAL CONDITIONS: -

- i. The work shall be done in accordance with Tech. Specification. The contractor is advised to go through the Tech. Specification before offering their quotations. **THESE TECHNICAL SPECIFICATIONS ARE DETAILED TO MEET THE DESIRED QUALITY OF WORK. HOWEVER, IN CASE OF ANY AMBIGUITY / TYPOGRAPHICAL MISTAKE, NECESSARY CLARIFICATION MAY BE COLLECTED FROM SR.DEE/TRS/LDH OFFICE BEFORE TENDER OPENING TILL COMPLETION OF WORK. THE DECISION OF SR.DEE/TRS/LDH OFFICE IS BINDING AND FINAL IN NATURE.**
- ii. Defective parts shall only be replaced with OEM's spares or equivalent as mentioned in Scope of Work.
- iii. In case of any dispute, regarding work the decision of the Sr. Divisional Elect. Engineer/TRS/ Ludhiana will be final and binding to the contractor.
- iv. If any damage is caused as a result of execution of work, it shall be responsibility of the contractor to repairs and make good the loss properly at his own cost to the satisfaction of the Railway administration/ representatives.
- v. No part of the work can be got executed by the other agency except by the staff of contractor.
- vi. Any defects /discrepancy within the specified scope of work pointed out to the contractor during joint inspection shall be rectified by the contractor at his own cost.
- vii. The tenderer shall responsible for obtaining the approval of local authority (if required).
- viii. Inspection of material in case of replacement shall be done by the authorized representative of SR.DEE/ TRS/LDH.

- ix. A joint survey before handing over the System to the Contractor will be done between Contractor and Railway/Old Contractor. A Certificate of handing/taking over of system in working condition will be given by Railway to successful bidder duly supported by Joint Inspection Report. Similarly after completion of contract, a joint survey will be done between Contractor and Railway. Contractor should be responsible for handing over of system in working condition.
- x. All the safety precautions for men and material working within Railway premises should be taken by the contractor. The contractor shall be responsible in all respect, if any of their workmen meets with an accident due to non-observation of the safety precautions. Tenderer shall indemnify Railway against any or all claims which may arise because of any reason under any circumstances / incident / accident.
- xi. The work shall be planned by the contractor in consultation with consignees of work to avoid any interruption to normal power supply and passenger facility.
- xii. The Railway shall not be responsible for any loss or damage to contractor material / equipment, tools and plants etc. from any cause what so ever.
- xiii. The works shall be carried out to the full satisfaction of authorized representative of SR.DEE/TRS/LDH.
- xiv. To and fro transportation, loading and unloading of T&Ps and material from the firm's works place to Railway site shall be arranged by the contractor.
- xv. The rates quoted by the tenderer and accepted by the Railway administration shall hold good till completion of the work and no additional individual claims will be admissible on account of the fluctuation in market rates, increase in taxes / levies / toll taxes etc. xvi. Railway reserves the right to reject all or any tender without assigning any reason thereof or relax or change any of the conditions / specifications stipulated in the tender.
- xvii. The contractor shall intimate inspection program of the work in advance. The equipments / instruments required for checking at site or in office place shall be arranged by the contractor.
- xviii. Water and Necessary Electricity & Electrical connection shall be provided at railway premises i.e., Electric Loco Shed, Ludhiana on free of cost. **All the other items like welding sets, welding consumables, etc. as required during execution of work will be arranged by contractor.** xix. **Zero Tolerance for Corruption:** The main focus of vigilance awareness week this year was "Participative Vigilance". It also focused on use of technology for reduction in corruption. For eliminating corruption, we have already implemented IREPS, IRWCMS and E-office to bring cent percent transparency and accountability. But, Participation of all stakeholder is important for removal of corruption in every aspect. In view of this, in case of any corruption related complaint or any other issue, please mail us or send whatsapp message on following email id or phone numbers.  
Email: srdeetrldh01@gmail.com, DEE/TRS: 9779232323, Sr. DEE/TRS: 9779232302. We are committed to provide time bound resolution.  
"ONE METHOD OF CHECKING CORRUPTION IS TO CONTROL SUPPLY SIDE OF CORRUPTION - CENTRAL VIGILANCE COMMISSION".

## 5.0 PAYMENT:

- a) No advance payment shall be made.
- b) 100 % Payment will be made after the satisfactory completion of works accepted by Sr.DEE/TRS/LDH or his authorized representatives who shall be SSE/E-2/TRS/LDH. The payment can be claimed on completion of work in each quarter (3 months) from the date of issue of the LOA.
- c) Income Tax and surcharge on Income Tax as applicable shall be deducted from payment as statutory obligation and required certificates for this deduction shall be issued by Railway's Accounts Department. Security deposit of 5% of contract value will be deducted from running bill at the rate of 6% of bill amount till full security deposit is recovered.
- d) Any other statutory taxes, as applicable shall also be deducted from the contractor's bill.
- e) Firm has to produce & submit following certificates before payment of each bill: - 1. Material Receipt Certificate.
- 2. Railway's inspection certificate.
- 3. Railway's acceptance certificate.
- f) Penalties levied (if any) shall be deducted from bill.

**6.0 LOT SIZE:** The lot size may vary from 01 (One) to 02 (Two) Locomotives as per availability on shop floor.

**7.0 DELIVERY PERIOD FOR EACH LOT:** The firm should deliver each locomotive which will be handed over to the firm for modification work, within 03 days from the date of receipt of each locomotive. Excess days beyond 03 days will be required prior approval from Sr. DEE/TRS/LDH.

**8.0 PENALTY:** The modification of TMDDS devices in each Electric Locomotives should be done properly and in accordance with the Scope of works with the entire satisfaction of the representative of the Sr.

DEE/TRS/LDH failing which payment will be made on the basis of actual work done, which is certified by the representative of the Sr. DEE/TRS/LDH with his full satisfaction.

- i) If the firm is failed to deliver each locomotive which will be handed over to the firm for modification work, within 03 days from the date of receipt of each locomotive, a penalty of Rs.500/- per day per loco to a maximum of @ 5 % of total Loco cost value for each Loco will be imposed and the same will be adjusted with work done bill.
- ii) The contractor should start their work immediately after hand over the locomotive to them otherwise a penalty of Rs.500/- per day per Loco to a maximum of @ 5 % of total contract agreement value for each case will be imposed and the same will be adjusted with work done bill.
- iii) During warranty period of each TMDDS devices, is any defect or any problem arises in TMDDS devices, the firm should come and rectify the problems within 48 hours after informing him from this shed, otherwise a penalty of Rs.1,000/- per day per quantity to a maximum of @ 5 % of total contract agreement value for each case will be imposed and the same will be adjusted with work done bill or SD money or PBG money.
- iv) Penalty for Contractor's staff/personnel not wearing safety shoes, safety helmet and retro-reflective jacket, non-possession of identity while inside the premises of Electric Loco Shed, Ludhiana. It shall be compulsory for the Contractor's staff/ deployed personnel to wear safety shoes, helmets and retro reflective jacket/strip wear while they are inside the premises of Electric Loco Shed, Ludhiana. They should possess at all time identity card (issued by contractor as per format given in this tender) while they are inside the premises of Electric Loco Shed, Ludhiana. If any of the contractor's staff/ deployed personnel is found not wearing any one of the above safety gear OR not possessing identity card, then a fixed penalty of Rs.500/- instance shall be levied on the contractor.
- v) Penalty is applicable for non adherence of safety norms at work site, Rs.5000/- per incidence will be imposed for non adherence of safety norms. After such instance, contract may be terminated or same penalty may be continued.
- vi) All the penalties are at the discretion of Sr. DEE/TRS/LDH depending upon the merits of the case.
- vii) Damage to the Railway equipment/ property during working in shed, offices on the part of the contractor shall be recovered from contractor.

## **9.0 ALLOCATION: CAP**

### **10.0 INSPECTION:**

SSE/E-2/TRS/LDH or any nominated representative of Sr. DEE/TRS/LDH shall have the authority to inspect/check the performance of the work of "**Provision of Traction Motor Drop Detection System (TMDDS) for Three Phase Electric Locomotives at Electric Loco Shed, Ludhiana**" and the Contractor shall be bound to rectify any defect or deficiency as pointed out by him. During the inspection, Sr. DEE/TRS/LDH or his representative (on behalf of the Sr. DEE/TRS/LDH) may test as per testing procedure and accordingly Test Certificate is to be issued jointly.

### **11.0 WARRANTY:**

- 11.1 The contractor shall give the guarantee/warranty for the excellent performance of said Modification work of at least for a period of 24 (Twenty Four) months from the date of commission of TMDDS in each locomotive.
- 11.2 If any defect/failure noticed during the warranty period, contractor will rectify the same free of cost at **Electric Loco Shed, Ludhiana.**
- 11.3 The defect/failure during warranty period shall be intimated through e-mail communication by shed. Complaint shall be rectified within 30 days from the date of handing over of Loco to firm.
- 11.4 The warranty excludes the failures/breakdowns due to external damage or consequential damage to product direct or Indirect to coupling/Interface with other make product/part/assembly.
- 11.5 Also, penalty will be imposed as per Penalty clause during execution of work and the total maximum penalty under warranty after completion of work (DOC) will be amount of security deposit that is retained with Railway towards successful completion of warranty period irrespective of maximum limit.

### **12.0 RELEASED MATERIAL:**

Defective/Released/replaced parts shall be the property of the Railways. The contractor/s shall handover the release parts to Railway Officials. The ownership of the rejected or defective replaced components/parts is of the Railway against the replacement made by the contractor/s on scheduled service visits.

- 13.0 **USE OF MATERIAL:** The successful contractor will use the required material purchased from IR Approved Vendors as per Scope of work. Contractor has to produce the documentary evidence for purchase and use of must change items to Railway inspecting authority during inspection as a proof of purchase of material. The condition based items will be provided by Railways.

- 14.0 HANDING/TAKING OVER OF EQUIPMENT/WORK:** The contractor shall bind to execute the work under the contract and complete in all respects to the satisfaction of consignee. The Sr. DEE/TRS/LDH shall determine the date and time on which the work is considered to have been completed in support of which his certificate shall be regarded as sufficient evidence. For all purpose contractors shall be bound to observe any such determination by the Engineer.
- 15.0 WORKING TIME:** The time for working of contractor's men will be 8:00 Hrs. to 20:00 Hrs. at Shed Premises. For working at other times as special requirement, Contractor will obtain separate permission from Railway Authorities.
- 16.0 INDEMNITY - SAFE CUSTODY OF RAILWAY MATERIAL:** The contractor shall indemnify and save harmless the Railway from and against all actions, suit proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Tenderer, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 17.0 COMPLETION PERIOD OF WORK:** The duration of the work for **Provision of Traction Motor Drop Detection System (TMDDS) for Three Phase Electric Locomotives at Electric Loco Shed, Ludhiana** is **24 (Twenty Four) months** from the date of acceptance of the LOA issued through IREPS portal.
- 18.0 SAFETY MEASURES:**
- 18.1** The contractor shall take all precautionary measures not only to ensure protection of his own personnel moving around or working on the Railway premises; but also conform to the rules and regulations of the Railways in this respect. Information about OHE, safe distance, movement of locos in yards, movement of material by crane are to be advised to the employees of contractor provided under this contract with precautions to be taken and their acknowledgement should be obtained by the contractor.
- 18.2** The contractor shall warn all his workmen to be careful while crossing the tracks against the movement of trains. The Railway accepts no claims in regard to any loss due to the accident on the track by the passage of trains. The Contractor shall also ensure that his workmen will observe strictly the Railway Safety Rules while he is on duty.
- 18.3** The Contractor shall warn strictly all his workmen not to climb to the roof of loco on any situation / condition without the knowledge of Sr. Section Engineer, Electric Loco Shed, Ludhiana.
- 18.4** In case of accidents resulting in injury to the Contractor's workmen, the contractor shall be liable for all compensation, insurance etc., for his workmen as per the various statutes and the Railway will have **no bindings for such compensation**. If the accident causes an injury or a loss to the lives of the Railway employee / staff, the Railway administration shall have the right to claim any compensation on the contractor.
- 18.5** The work must be carried out very carefully & adopt safe method of handling Railway materials 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 or not affect the proper functioning or cause damage to any Railway equipment, structure or rolling stock except as agreed by the Railways.
- 18.6** 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 case of accidents / unusual occurrences causing damages to Railway property.
- 18.7** 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 equipped with the prescribed contents at every place where work will be executed in shed.
- 18.8** Railway will take no guarantee for safe custody of material handed over to the contractor for safe delivery to the destination. This will be the sole responsibility of the contractor. There will be no responsibility for any accident or injuries to the contractor's person during the course of the transportation work. Contractor shall take suitable insurance cover for man & material to meet any mis-happening. Only skilled staff should be deployed on job by contractor. Staff deployed on job by firm should be in uniform, identity card and wearing safety kits (like helmet, gloves, goggle, shoes etc.) provided by firm and authorization letter there on.  
**Contractor shall submit the police verification certificate of the skilled manpower deployed by him for this contract to consignee.**
- 19.0 PLACE OF WORK:** Work will be executed in the premises of Electric loco shed, Ludhiana.

**20.0 WORK/SITE IN-CHARGE (CONSIGNEE):** The Consignee for the above work will be SSE/E-2/TRS/LDH or authorized representative of Sr. DEE/TRS/LDH.

**21.0 TRANSPORT:** The entire to & fro cost of transportation between Electric Loco Shed, Ludhiana & contractor's works shall be borne by contractor and should be inclusive in quoted prices. All the transport required for carrying out and completion of work & sending all the material required for the work from contractor's works to Electric Loco Shed, Ludhiana and vice versa and for rectification of defects noticed at the time of commissioning as well as during warranty period on both the direction will be arranged by contractor at his own cost & risk. However the material handling facilities within Railway Shed (covered) shall be afforded by Railway to the contractors transport by way of OH EOT crane etc. for loading & unloading in railway premises. Contractor's road crane etc. material handling equipment shall be permitted to operated within shed after taking proper permission of respective Sr. DEE/TRS. No transport, no material handling equipment other than mentioned above and no tools, tackles, machines & equipment shall be provided by Railway except that for testing and commissioning at Railway's shed and crane for loading & unloading in Railway premises.

**22.0 CONDITIONS FOR ISSUE OF IDENTITY CARDS BY CONTRACTORS:**

- i. The contractor is bound to issue Identity card to each and every person employed by him and deployed for execution of the contract work as given below, at his own cost. Failure on the part of the contractor 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 on the part of every employee, deployed by the contractors to keep in his possession, the identity card, issued by the contractor throughout the execution of the work. Failure to possess such identity will be treated as unauthorized persons in the Railway premises. Such persons shall be liable for prosecution as per law.
- iii. It is mandatory for the contractors to submit the list of employees issued with the identity cards and deployed for execution of the particular contract, to the Railway's Engineer at site before commencement of the work and also for any subsequent changes made during the execution of work.
- iv. No claims whatsoever arising out of implementation of special conditions pertaining to issue of Identity cards shall be admissible.
- v. As soon as the contract work is over or a contract worker leaves the contractor, the contractor must cancel the identity card & keeping informed to ELS/LDH.
- vi. The contractor after award of the contract will employ supervisor who will look after this work along with identity cards and telephone no. The contractor shall be responsible for the general conduct and discipline of his labours / staff deputed for this work. However, Railway reserves the right to take action against any contractor's staff due to any misconduct during the period of contract.

**23.0** Contractor shall submit the Police Verification Certificate of the manpower deployed by him for this contract. Representative of the Sr. DEE/TRS/LDH shall sign the I-card ensuring the police verification certificate of manpower deployed by the contractor.

**Performa of I-card**

SN	Identity Card	Photo (Signature of contractor on photo with his seal)
01	ID Card No.:	
02	Name of Firm:	
03	Firm's Address:	
04	Name of Work:	
05	Name of Employee:	
06	DOB/Age:	
07	Date of issue of ID Card:	
08	Designation:	
09	Concerned Section/Department (Rly.):	
10	Validity date of I/Card:	
Countersignature of concerned Sr. Supervisor of Railway & Stamp		Signature of the employees

**SCHEDULE OF ITEMS, QUANTITIES AND RATES**

<b>S. N.</b>	<b>Description of Item</b>	<b>Qty. (Nos.)</b>	<b>Minimum Unit Rate (₹)</b>	<b>Total Amount (In Rupees)</b>
<b>1.</b>	Provision of Traction Motor Drop Detection System (TMDDS) for Three Phase Electric Locomotives at Electric Loco Shed, Ludhiana over a period of 24 months including installation, commissioning, materials cost and labour cost as per MS No. RDSO/2023/EL/MS/0496 Rev '0' dated: 01-12-2023	<b>50 Loco sets</b>	<b>51500</b>	<b>2575000</b>
<b>Total Amount inclusive of all taxes &amp; GST(Rs.)</b>				<b>25,75,000.00</b>
<b>(Rupees Twenty Five Lakh Seventy Five Thousand only )</b>				

**Note: -**

1. The rates include to carry out all the activities/items listed out in scope of work.
2. Total amount are inclusive of all transportation charges, Insurance, labour charges, all taxes & duties etc. including GST.