

Special Conditions of the Contract

PU painting of electric locomotives at Loco Shed Gonda for 1 year

S.No.	Item	Description
1	General	<ol style="list-style-type: none">1. The administration reserves the right to accept or reject, any or all offers without prejudice and assigning any reason thereof and does not bind itself of accept the lowest of any quotation.2. The standard IR General Conditions of Contract (GCCS-2022) with all the correction slips up to latest as amended from time to time will be applicable for this contract. Contractor will be considered well familiar with the clauses of GCC. Contractor may read GCC available in the office of Sr.DEE/TRS/GD, or download it from Railway Board website. These are also attached with this tender document.3. The cancellation of any document such as power or attorney, partnership deed etc. shall forthwith be communicated by the contractor to the Rly in writing, failing which the Rly shall have no responsibility or liability for any action on the strength of the said documents.4. The contractor should inform to the concerned SSE before commencement of work and also regarding day to day working.5. The Railway administration does not guarantee constant volume of work to be handled by the contractor at a time. Nevertheless, the contractor shall always and promptly provide for adequate number of staff/persons and his authorized supervisor to comply with the workload.6. The Contractor has to ensure the availability of adequate man power for timely execution of work specified in the Scope of Work /Work schedule without any deficiency. The claims by the Contractor of shortage of employees will not be acceptable for non-completion of work within requisite time and to the required quality.
2	Place of work	Loco Shed Gonda
3	Period of Contract	12 months from the date of LOA issued.
4	Completion period	<ol style="list-style-type: none">1. Work of individual loco must be completed within 07 days of handover to the contractor. Beyond 07 days (from 8th day) penalty as per penalty clause will be applicable.2. The loco shall not be detained abnormally on account of contractor's team visit(s) for execution of work. The contractor should take care and all responsibility for any detention of Loco on account of contractor's work. If loco is detained due to delay in contractor's part, a penalty shall be imposed as per the contract stipulation.3. Normally the contractor shall be intimated through letter/telephone/email/ whatsapp, 1 day in advance of arrival/availability of loco.4. In any case the date of handover of loco shall be either actual date of handover, OR from the date of intimation to contractor+1 day, whichever is earlier.
5	Execution of work	<ol style="list-style-type: none">1. Work shall be started within 15 days after issue of LOA.2. The work shall be executed at the shed premises.

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		<p>3. The work on each loco shall be considered to be completed only if all the activities of the said work is executed in all respect.</p> <p>4. Register shall be maintained by contractor which must record the date of loco handover, date of satisfactory work completion and remarks of Railway's authorized representative (if any). It shall be jointly signed by concerned SSE and contractor's representative.</p>
6	Consignee*	<p>1. The consignee shall be SSE (Millwright), TRS, Electric Loco Shed, Gonda for any and all contractual execution of work.</p> <p>2. All communications regarding work shall normally be done by/with Consignee. He/She shall be responsible for ensuring execution of work as per contract conditions.</p>
7	Inspection of Work	<p>1. Work after completion will be checked and certified by both concerned SSE and Officer of Loco Shed Gonda.</p> <p>2. A summarized joint note shall be prepared which shall certify the details of work done – amount of work done against each activity/item, penalty applicable and additional remarks (if any). This joint note must be signed by concerned SSE/consignee, contractor's representative and countersigned by concerned Officer.</p> <p>3. This joint note shall also be supported a list of locos in which the said work has been done.</p> <p>4. During working stage (after initial and before final joint inspection), Railway may inspect the quality of work being done. The defects and deficiencies pointed out (if any) should be recorded and attended in the inspection register.</p> <p>5. The DFT meter (duly calibrated with traceability to NPL) for measurement shall be arranged by the contractor. The contractor should produce the same whenever required and/or at the time of inspection.</p> <p>6. The relevant documents for purchase of paints for each batch of paint to be used from OEM/ authorized dealer of approved brand should be available.</p> <p>7. Record of paints and other consumables to be used. Test certificate of paint which are not procured form OEM should be available.</p>
8	Quantity	The quantities given in the schedule are approximate. The Railway Administration reserves the right to increase/decrease the quantity as per variation clause of the applicable GCC.
9	Transportation	Railway shall not provide any type of transportation for this work and it has to be borne by the contractor (if required).
10	Use Of Material	<p>1. Necessary required PU paints, Enamel paint and anti-corrosive red-oxide zinc chromate primer, kerosene oil, paint brushes, RETRO-REFLECTIVE sticker (RADIUM) and other consumables etc. for the subjected PU painting work shall be arranged by the contractor at his risk & cost.</p> <p>2. Contractor will arrange all suitable tools, equipments, safety gear and manpower for executing this work.</p> <p>3. The Contractor shall arrange all the testing/measuring instruments those are required to ensure the parameters of PU painting as per specification/agreement condition.</p>

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		<p>4. Railway will only provide Electricity and Water for the work (if required) within the premises of Loco Shed Gonda. However, the contractor shall make all necessary arrangements for tapping, cabling / lead, lift etc so as to ensure adequate provision of this facilities up-to the site of work. In this regard the contractor shall lay his own cables, socket points, lugs, air / water hoses, MS / seamless pipes etc. for provision of these facilities up-to the site of work.</p> <p>5. The successful tenderer will use the materials required for this work only after the acceptance of concerned SSE and concerned Officer which must be recorded in the material register for ensuring such compliance. Total material required for at least 5 locos must be delivered to the Shed, inspected and approved by concerned SSE and Officer, before handing over any loco for work.</p> <p>6. In order to maintain quality, it is necessary to use the materials of standard and reputed brands only. It is clarified that manufacturer's give their recommendations for the products regarding drying time etc. Such recommendations should be followed. Regarding performance parameters like DFT (dry film thickness) and finish, relevant standards may be followed.</p> <p>7. The material used by the firm will be procured from the RDSO/ ICF approved sources as per the vendor directory. The firm has to submit the necessary documents for the same before starting the work.</p> <p>8. All material shall be stored at the designated place inside the shed premise or as per the directives of SR.DEE/TRS/GD.</p> <p>9. Once the painting of the locomotive is started with a specific make/brand of paint, the same make/brand of the paint is to be used till completion of painting for that locomotive.</p>
11	Released Material	<p>1. All released materials (if any) will be railway's property.</p> <p>2. All such released material to be secured, packed and kept at a designated place as decided by concerned SSE.</p>
12	Warranty	Warranty is applicable for this work. Warranty shall be 03 years, from the date of completion of work for each locomotive, for the items that are supplied by the contractor and workmanship.
13	Penalty	<p>1. If the contractor fails to start the work within 15 calendar days from the date of issue of LOA, then from 16th day onwards a penalty of Rs 1000 per day will be imposed for delay in starting the work and it will be deducted from the bill submitted by the contractor.</p> <p>2. If the contractor fails to complete the work of individual loco within 07 working Days from the date of handover, then a penalty Rs. 1000/- will be imposed per day or part of day from the next day & will be deducted from the bills submitted by the contractor. This penalty will be applicable for delay(s) on Contractor's Account.</p> <p>3. If the contractor fails to to arrange rectification of defect noticed during the warranty period, after 30 days of receipt of advice from the Engineer, a penalty of Rs. 1000/- per loco per week shall be applicable (maximum ceiling subject to Security Deposit amount).</p> <p>4. If any staff of contractor is found without ID card, a penalty of Rs. 500/- per person per day will be applicable. Railway may also initiate</p>

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		<p>proceedings against trespass.</p> <p>5. Sr.DEE/TRS/GD may condone above penalties if reasonable explanation is made by the contractor.</p> <p>6. Penalty shall be restricted to a maximum of 20% of bill amount.</p> <p>7. Extension of Time With liquidated Damage (LD) for delay due to Contractor will also be applicable as per GCC.</p> <p>8. Additional time for completion of work may be granted by Sr.DEE/TRS/GD, for the delay caused on Railway Account and no penalty will be imposed in that case.</p>
14	Contractors Liability	<p>1. Loco shed, Gonda has electrified tracks of 25000 Volts. Contractor and their staffs are warned to keep away from Electric Traction wires and fittings. They are also forbidden to approach or come in contact with such wires and fittings either directly in person or through articles such as poles, bamboos, metallic rods, ladders etc. as it is likely to prove dangerous. They are warned not to climb on to platform roofs, on top of vehicles/lorry/truck or structures near traction lines without the permission of the Engineer of the shed.</p> <p>2. The Contractor shall execute the contract in conformance to all applicable laws of the land. The consignee shall not be liable in any way for any penalties, claims and charges arising out of the execution of contract by the contractor. For all such expenses and liabilities, the contractor shall be solely responsible. This shall include any compensation claims arising out of any accident during execution of contract.</p> <p>3. The contractor shall be solely responsible for any damages suffered by the consignee's property during execution of contract. The liability shall be limited to making good the damages inflicted.</p> <p>4. The contractor shall remain liable for theft of any Railway material by its staff. He must take necessary proceedings against each staff to prevent such occurrence and shall reimburse the cost of any stolen material, which will be determined by the Railway administration. In the event of there being repeated cases, the contract shall be liable to be terminated in accordance with GCC 2022.</p> <p>5. The contract against this tender shall be Outcome/activity based and payment shall be based on the work activity completed as per scope of work along with the instructions/directions and to the complete satisfaction of Railway Engineer/Supervisor i.e. payment towards work shall be made on the basis of work done as per defined unit instead of payment on basis of manpower deployed. Since, the payment to the contractor by Railways shall be based only on work activity/outcome, the Contractor shall be solely responsible for utilization of man and machine and complying to all statutory requirements of payment of wages, ESIC, EPF etc. to the personnel utilized by the contractor for performing work activities as per scope of work.</p> <p>6. It shall be the sole responsibility of the contractor to observe and abide by the provision of Labour act, such as workman compensation act, provident fund act, minimum wages act, payment of wages act, gratuity act etc. and other regulations framed by the Govt. and revised from time to time. Contractor shall also be responsible to follow other statutory</p>

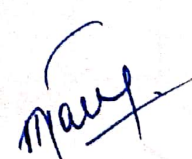
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		<p>provisions as per labour laws as applicable to them. Railway will not be responsible for any violation of the act or regulation by the agency.</p> <p>7. No residential accommodation shall be provided by Railways for contractor's personnel. Only one storeroom in the Electric Loco shed premises as per the convenience of Railways to keep the contractor's tools, consumable materials etc. may be provided during the contract period. However, locking arrangements etc. shall be arranged by the contractor at his own cost.</p> <p>8. Only experienced painters are to be deputed with good workmanship to execute the work. The Railway reserves the right to remove such workers who are found incompetent & causing damage due to their negligent working.</p>
15	Issue Of Identity Cards By Contractors	<p>1. The Contractor is bound to issue Laminated 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.</p> <p>2. It is mandatory on the part of every employee, deployed by the Contractor 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.</p> <p>3. It is mandatory for the Contractor 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.</p> <p>4. No claims whatsoever arising out of implementation of special conditions pertaining to issue of Identity cards shall be admissible.</p>
16	Payment	<p>1. The standard payment terms subject to recoveries of any amount under the liquidated damages clause of contract will be as under:</p> <p>a) Contractor will submit the bill/tax invoice to Sr.DEE/TRS/GD, along with final joint inspection report for the bill period.</p> <p>b) Payment will be made to the firm/contractor on the basis of actual work done and after inspection, acceptance & certification of concerned SSE, Loco Shed Gonda.</p> <p>c) Concerned SSE/GD, will send the bill and M.B. to the SSE/PLG/GD after entry in M.B. for acceptance of payment. Sr.DEE/TRS/GD shall forward the passed bill to Sr.DFM/LJN for payment. Bill shall be paid by A/C department via RTGS/NEFT.</p> <p>d) Payment as above shall be subject to any deductions of any amount for which the Contractor is liable under the contract against this tender including.</p> <p>e) All the taxes applicable as per rules will be deducted from contractor's bill.</p> <p>2. GST shall be borne by Contractor (submission of Tax Invoice for the same) and Income Tax will be deducted as per extant rules. Bidder must</p>

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		consider this aspect, while quoting for the work.
17	Cess charges	<p>Since work has to be executed within Shed premises. Therefore, Cess charges for deployment of persons for executing this work will be recovered from contractor bill as per the rate mentioned below or as per the latest rate applicable at the time of billing.</p> <p>Monthly Cess Charges against Average No. of Labourers or Workmen employed per day. For 1 to 5 person = Rs.159/-. For 6 to 10 person = Rs.312/-. For 11 to 25 = Rs.785/-. In case number of persons deployed for the work is more than 25 then appropriate rates will be applicable as per Rly. Bd. letter no. F(X)I/95/1/1, dated 07.09.2021 or latest.</p>
18	Bill Passing Authority	Sr.DEE/TRS/GONDA
19	Bill Paying Authority	Sr. DFM/LJN
20	Allocation	05-511-32
21	Performance Guarantee	Performance Guarantee shall be applicable as per GCC 2022.
22	Security Deposit	Security Deposit shall be applicable as per GCC 2022.
23	Price variation Clause	Price variation clause is not applicable to this tender as per extant Railway rules. Hence, the rate quoted by the tenderer and accepted by Railways shall be treated as firm during the entire period of contract agreement.
24	Shramik Kalyan Portal	<p>Mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor. For details refer clause 55-C of GCC 2022</p> <p>Contractor is to abide by the provisions of the Payment of Wages Act & Minimum Wages Act in terms of clauses 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on the website 'www.shramikkalyan.indianrailways.gov.in'. The contractor shall register his firm/company etc. And upload requisite details of labour and their payment in this portal.</p>
25	Agreement And Stamp Duty	<ol style="list-style-type: none"> 1. Non-Judicial stamp duty paper of Rs. 100/- will have to be deposited by the contractor for execution of agreement. 2. It will be the responsibility of contractor to sign the agreement within 7 days after notice/ intimation from the office that agreement is ready. 3. Contractor will also submit a notarized affidavit on stamp paper of Rs. 10/-, that in case special writ petition pending before the Hon. Supreme court regarding the value of stamp paper for execution of such agreement is decided in favor of Government, the Contractor will deposit the amount in excess of Rs. 100/- towards stamp duty in the account of State Government. Format shall be provided with LOA. 4. Until a formal agreement is prepared and executed, letter of acceptance of this tender shall constitute a binding contract between the Railway and the Contractor. 5. Before Agreement vetting by finance, no payment will be made to the firm.


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