



WEST CENTRAL RAILWAY

JABALPUR DIVISION

MECHANICAL DEPARTMENT

| | |
|---------------------------------------|---|
| Name of tendering organization | West Central Railway |
| Type of organization | Central Govt. Ministry/Department |
| Name of work | Refilling, Overhauling, Painting & Hydraulic Testing of ABC & DCP Type Fire Extinguishers of C&W depot Jabalpur. |
| System of Tendering | Single Packet/Bid System |
| Tender (Bid) Value (Rs) | Rs.18,27,049.03/- |
| Contract Period | 1095 days (36 Months) |
| Location | Coaching Depot Jabalpur |

Note:-

Each page of the copy of documents / certificates in support of credentials, submitted by the bidder, shall be self-attested by the bidder or authorized representative of the bidding firm. Self- attestation shall include signature, stamp and date (on each page

DETAILS OF TENDER

Name of the work: Refilling, Overhauling, Painting & Hydraulic Testing of ABC & DCP Type Fire Extinguishers of C&W depot Jabalpur.

| | |
|-----------------------|------------------------------|
| Period | 1095 days (36 Months) |
| Estimated Cost | Rs. 18,27,049.03/- |

The Standard General Conditions of Contract (GCC) for works Contract 2022 with all correction slips up to latest as amended from time to time will be applicable for this contract. Tenderer participating in this tender will be considered well familiar with the clauses available in the GCC for works Contract. In case any clarifications/query the tenderer may read the GCC for works contract available on website (www.Indianrailway.gov.in). If any typing error found in Terms and Conditions of GCC in this bid the original as mentioned in GCC for works contract will hold good.

In the event of any Contradictions, Errors, Omissions and Discrepancies etc.:—The tenderer/contractor shall not take advantage of any misinterpretation of the conditions due typing or any other error and if any in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction, only the printed rules and books should be followed and claim for the misrepresentation shall be entertained. The Interpretation of Railway shall final in this Regard.

Schedule of Rate and Quantity

Name of Work: Refilling, Overhauling, Painting & Hydraulic Testing of ABC & DCP Type Fire Extinguishers of C&W depot Jabalpur.

Period: 36 months

| Sr.No. | Description of Work | Required Quantity for 36 months | Unit Rate with GST @18% | Total Value (Rs.) |
|--|--|---------------------------------|-------------------------|-------------------|
| 1 | Refilling & Maintenance work of 4 Kg ABC Type Fire Extinguishers: - | | | |
| A | a) Refilling of 4 Kg ABC type fire extinguisher | 5551 | 230.54 | 1279727.54 |
| | b) Hydraulic testing | 1850 | 61.48 | 113738.00 |
| B. | Replacement work of spares(As and when required) | | | |
| | 1) Pressure Gauge | 167 | 54.10 | 9034.70 |
| | 2) Pressure valve | 167 | 81.15 | 13552.05 |
| | 3) Discharge Hose Pipe | 167 | 31.97 | 5338.99 |
| | 4) Safety lock | 1166 | 3.93 | 4582.38 |
| Scheduled 1 total value with GST @ 18% | | | | 1425973.66 |
| 2 | Refilling & Maintenance work of 6 Kg ABC Type Fire Extinguishers: - | | | |
| A | a) Refilling of 6 Kg ABC type fire extinguisher | 1094 | 275.43 | 301320.42 |
| | b) Hydraulic testing | 365 | 68.85 | 25130.25 |
| B. | Replacement work of spares(As and when required) | | | |
| | 1) Pressure Gauge | 44 | 54.10 | 2380.40 |
| | 2) Pressure valve | 44 | 81.15 | 3570.60 |
| | 3) Discharge Hose Pipe | 33 | 31.97 | 1055.01 |
| | 4) Safety lock | 153 | 3.93 | 601.29 |
| Scheduled 2 total value with GST @ 18% | | | | 334057.97 |
| 3 | Refilling & Maintenance work of 6 Kg DCP Type Fire Extinguishers: - | | | |
| A | a) Refilling of 6 Kg DCP type fire extinguisher | 439 | 129.84 | 56999.76 |
| | b) Hydraulic testing | 146 | 32.46 | 4739.16 |
| B. | Replacement work of spares(As and when required) | | | |
| | 1) Gas Cartridge | 132 | 27.05 | 3570.60 |
| | 2) Gun Metal Union Cap. | 13 | 54.10 | 703.30 |
| | 3) Discharge Hose Pipe | 26 | 31.97 | 831.22 |
| | 4) Safety lock | 88 | 1.97 | 173.36 |
| Scheduled 3 total value with GST @ 18% | | | | 67017.40 |
| Grand Total scheduled 1, 2 and 3 with GST @ 18% | | | | 1827049.03 |

Note:

- (a) Quantity of traffic department is 300 Nos per year (i.e 900 for 03 years) added in above schedules. Traffic department will collect and handover the fire extinguisher to Railway premises as decided by CDO JBP.
- (b) The total value is inclusive of all prevailing taxes, duties, levies, GST etc.
- (c) The contractors shall note that above rates are inclusive of all the schedules / maintenance which are proposed to be given at various stages of work and no payments other than the above shall be made.
- (d) The contractor may have to provide the above services at Rewa depot also as per the requirement of railway administration
- (e) The quantities shown above schedule are approximate and are as a guide to give the tender(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

SCOPE OF WORK

- 1) **NAME OF WORK:** Refilling, Overhauling, Painting & Hydraulic Testing of ABC & DCP Type Fire Extinguishers of C&W depot Jabalpur.
- 2) **Work to be carried in Railway premises.**
- 3) **Overall maintenance of Fire Extinguishers:**
 - (a) All fire extinguishers will be maintained in keeping with the latest IS specifications IS-2190 (2010) or latest.
 - (b) Removing of existing damage stickers in proper manner.
 - (c) Painting of fire extinguishers once in a year or when the fire extinguisher comes for refilling & maintenance, must be 02 coatings of Postal Red colour Anti Rust (PU / enamel) paint every time. Good quality Anti rust PU / enamel paint will be use for painting. Contractor has to take prior approval of Paint from SSE(C&W) JBP before use.
 - (d) Hydraulic pressure testing of all fire extinguishers shall be done once in three years with a pressure of 3.2 MPa (32 Kg/cm²) for 2.5 to 3 minutes as per IS 15683:2018.
 - (e) Replacement of Dry Chemical Powder once in a year or after exhaustion before one year. It should be insured that powder should conform to IS 14609-1999 and IS-4308-2019/ IS 15683:2018 or latest and Gas filling or gas cartridge replacing should be confirming to IS 4947-2006 or latest.
 - (f) Filling of nitrogen gas in ABC Type Stored Pressure Fire Extinguisher within specified pressure range once in a year or after exhaustion before one year.
 - (g) Replacement of refilled Gas Cartridge for DCP cartridge type fire extinguisher when 10 % of original weight of cartridge will be reduced.
 - (h) Changing of spares item whenever necessary on condition basis.
 - (i) Repairing & Servicing of Fire Extinguisher and ensure that: -
 - a. The fire extinguishers should be capable to fight successfully with the "ABC" class fire and free from any failure for working.
 - b. The fire extinguisher must be free from any hazard like sudden opening of cap, choking of nozzle and discharge pipe or any other parts thereof during storing and operation.
 - c. The spares and other consumables should be as per provisions of IS-2190 (2010) with the latest correction slip.
 - d. Dry Chemical powder must be change at the time of refilling. Map 90 standard powder must be use for both DCP and ABC Type Fire Extinguisher.
 - e. The dry chemical powder should confirm IS 4308 : 2003 or latest.

4) Special Condition of contract: -

- (a) The contractor will be liable to execute the work with his tools, equipment's and man power at Railway premises as decided by CDO Jabalpur.
- (b) The refilling/maintenance/servicing of all fire extinguishers will have to be done in Coaching depot Jabalpur.
- (c) The fire extinguisher must be free from any hazard like sudden opening of cap, choking of nozzle and discharge pipe or any other parts thereof during storing and operation.
- (d) The contractor will carry the tools, equipment's, transportation and man power at his own cost. The Railway Administration will not be liable for providing any assistance.
- (e) The fire extinguisher must comply the existing safety norms of Railway and as per IS-2190 (2010) with the latest correction slip. Any safety norms issued in connection with fire extinguisher issued by Govt. of India during execution of work shall also be applicable.
- (f) Testing instruments shall have the valid calibration certificate.
- (g) All the trained persons as inducted by the tenderer on the job must have the appropriate servicing manual(s), proper types of tools, recharge materials, lubricants, manufacturer's recommended replacement parts or parts specifically listed for use in the fire extinguisher. Working staff should have valid identity card for their identification during their working course in Railway Premises.
- (h) No compensation will be awarded by the Rly. Administration to the contractor/tenderer for any accidental injury or death to his labour during execution of the contract work within shed/depot premises or outside places.
- (i) Contractor should deploy sufficient staff to execution of work.
- (j) The contractor should submit relevant invoices / bills for new must change and condition based spares and consumables to SSE(C&W) JBP for above work without which payment for such items / consumables will not be made to the contractor.
- (k) All the old and damage components/parts renewed in presence of nominated railway staff. Proper record should be maintained in daily check sheet.
- (l) Materials that have to be used in fire extinguisher shall be shown to Railway representative before its usage. Materials should have ISI(BIS) marking.
- (m) All the material and spares should be of good make, ISI mark and as per latest IS standard. Contractor will take approval of CDO JBP or his authorized representative for all the materials and spares items before use. Only approved material will be used for maintenance of Fire Extinguisher.
- (n) Contractor will take permission for changing of conditional spares item to SSE (C&W) JBP before replacement.
- (o) Contractor will provide any other additional spares item free of cost which is not available in spares list.
- (p) During refilling contractor has to refill the specified quantity of dry chemical powder. MAP 90 standard dry chemical powder will be used for refilling. Contractor has to submit test certificate of the dry chemical from authorized agency/OEM at the time of starting of the work.

- (q) The contractor shall execute the work as per “scope of work” to the entire satisfaction of Railway administration.
- (r) If any Fire Extinguisher (FE) is failed during Hydraulic testing then contractor will return the failed fire extinguisher to SSE (C&W) for condemnation. Contractor will give in writing for failed fire extinguisher.
- (s) Water Proof Fire Safety Sticker must be paste in every fire extinguisher describing its use, class of FE etc. Contractor will take approval of Fire Safety Sticker from CDO Jabalpur before starting of work.
- (t) Contractor has to make proper record for refilled fire extinguisher, spares use and details of Hydraulic testing. Daily check sheet will be signed jointly by SSE(C&W) JBP and Contractor representative.
- (u) Water proof stickers along with laminated QR code which is generated through CMM portal with the following details shall also be affixed to each fire extinguisher at the time of refilling.

Sticker sample:

| | |
|--------------------------------|-----------------------------------|
| Coaching Depot Jabalpur | |
| Sr. No. | |
| Refilling date | Refilling Due Date |
| Hydraulic Testing Date | Hydraulic Testing Due Date |
| Name of Contractor | |

- (v) Details of items to be renewed and its periodicity:

| Sr.No | Description | Periodicity |
|--------------|---|--------------------------|
| 1. | Pressure Valve for ABC FE | Condition basis |
| 2. | Pressure gauge for ABC FE | Condition basis |
| 3. | Siphon Tube for DCP and ABC Type FE | Condition basis |
| 4. | Discharge Hose Pipe for DCP and ABC Type FE | Condition basis |
| 5. | Gun Metal Union Cap (5 kg / 6 Kg DCP FE) | Condition basis |
| 6. | CO2 Gas Cartridge (5 kg / 6 Kg DCP FE) | At the time of Refilling |
| 7. | Inner Container for DCP FE | Condition basis |
| 8. | Washers for DCP FE | Condition basis |
| 9. | Dry Chemical Powder (Mono Ammonium Phosphate MAP 90 Standard) for DCP and ABC Type FE | At the time of Refilling |
| 10. | Nitrogen Gas for ABC FE | At the time of Refilling |
| 11. | Safety Lock for ABC Type FE | Condition basis |
| 12. | Safety Clip for DCP FE | Condition basis |
| 13. | ‘O’ Ring & washer for ABC Fire Extinguisher | At the time of Refilling |
| 14. | Plastic Grip Valve Lock | At the time of Refilling |

*The payment shall be made based on actual basis only.

5) Payment: -

- (a) Bills for work done under this contract shall be prepared in duplicate by the contractor on or before 7th day of each month in respect of the work done during the preceding month. Such bills shall be submitted to the Sr. DME (Chg.) JBP and when passed for payment by the Sr. Divisional Finance Manager JBP, payment of amount due will be made through EFT/NEFT. Mandate form of EFT/ NEFT is enclosed.
- (b) Payment shall be made for prescribed schedules / maintenance during the month based on the specified frequency only. No payment shall be made for any schedules / maintenance which is to be carried out in addition to what has been specified by the tender schedule for any reason whatsoever.
- (c) The payment will be made after deducting all taxes, charges as applicable and penalties etc. if any.
- (d) All applicable taxes will be deducted from the bills as per extant rule.

6) Penalty: -

- (a) A penalty of Rs 200/- (Rupees Two Hundred Only) per staff per occasion will be imposed for not wearing of personal protective equipment's.
- (b) A penalty of Rs 300/- (Rupees Three Hundred Only) per day per extinguisher will be imposed if the maintenance is delayed due to lack of any consumable and spares.
- (c) A penalty of Rs 2000/- (Rupees Two Thousand Only) per occasion per day if the contractor fails to provide required quantity of Refilled Fire Extinguisher within 02 days' time.
- (d) A penalty of Rs 2000/- (Rupees Two Thousand Only) shall be imposed if any irregularity is found during inspection of Railway Officials.
- (e) A penalty of Rs 10000/- (Rupees Ten Thousand Only) will be imposed if the fire extinguisher is not found to be in working order during an emergency.
- (f) If any Railway property damaged while execution of contract, an amount equal to the same shall be deducted. Railway's decision in this regard shall be final and binding.
- (g) After maintenance of Fire Extinguisher, in each lot of approx. 40 Fire Extinguisher 5% sample check will be done by SSE(C&W) JBP. During sample check if any Fire Extinguisher is not operated, entire lot of Fire Extinguisher will be rejected and penalty of Rs 1000/- per occasion will be imposed. Contractor has to refill all the empty Fire Extinguisher free of cost which was used during sample check.
- (h) A penalty of Rs 500/-(Rupees Five Hundred Only) per fire extinguisher will be levied if the gas leaks out of a fire extinguisher before the completion of the refilling period of one year, provided the safety clip is fitted. Contractor has to refill the leaked fire extinguisher free of cost. No extra payment will be given for leaked fire extinguisher. Joint check will be done by SSE(C&W) JBP and Contract representative per day to observe condition of fire extinguisher before handover to the contractor for refilling work. Contractor has to provide necessary check sheet free of cost for every month in proper format provided by SSE(C&W) JBP.
- (i) If any dispute found in penalties and request made by contractor, decision of Sr. DME (Chg.) JBP in this regard shall be final and binding to contractor.

7) Other Conditions: -

- (a) Damage to Railway property or Life: The contractor shall be responsible for all risk to the works and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the railway or the lives persons or property of the others from what so ever causing connection with the works.
- (b) Contractor shall be solely responsible for taking care of their staff & supervisor against any accident or safety risk. The Railway is not responsible to pay compensation/insurance in case contractor's staff gets injury or involved in accident or in the event of death during working in Railway premises or at contractor premises while handling the work. It is total responsibility of the contractor to take care and liability in such issues.
- (c) The persons so engaged by the contractor should be courteous, well-mannered and well behaved. Railway reserves the right to ask the contractor to remove any person, if found to be unsuitable for work or on any other ground like bad conduct, bad performance etc. In such situation the contractor must remove the concerned person and replace with a suitable person forthwith. The person so removed, must not be entertained by the contractor at the site of Railways.
- (d) If any loss or damage to Railway property or person occurs, or penalty imposed on railway because of violation of any statutory law by the contractor, directly attributed to him or his workmen, then the contractor shall bear the cost of loss and damage suffered by railway, which shall be recovered from any deposit or guarantee amount or pending bills of the contractor.
- (e) It is the responsibility of the contractor to maintain the records if any as per applicable laws. The contractor shall maintain a work diary with the details of fire extinguishers examination, refilling, spares etc., date wise, which shall be jointly certified by the contractor's representative and the nominated SSE/JE.
- (f) Mandatory terms: All staff proposed to be engaged by the contractor will have to be medically examined by the registered medical practitioner for general fitness & free from any chronic diseases at contractor's cost and certificate deposited with CDO JBP / SSE (Rake /maintenance) JBP prior to his appointment to work in subject work. If contractor engaged any labor without submitting the medical certificate & obtaining permission from CDO JBP /SSE Rake/maintenance JBP or his authorized representative, a penalty of Rs. 200/- per day till submission of medical certificate will be imposed and to be recovered from the contractors running monthly bills.
- (g) First aid facilities shall be provided and maintained by the contractor so as to be readily accessible during all working hours. First aid box equipped with the prescribed contents shall be provided by the contractor at every place where contract labour is employed by him. No medicine shall be overdue or short. The first aid box will be jointly checked by Rly representative and contractor authorized representative and maintain the record of joint check.
- (h) **Covid-19 precautions**: Guidelines for surveillance, Containment and caution for COVID-19 in the country is being issued by Railway board as well as Ministry of Home Affairs. The

successful tenderer shall comply with all precautionary measure in this regard.

- (i) **Period:** This contract is for the period of 03 years from date of actual start of work. The contract should be started within 15 days from date of issue of work order or as decided by CDO JBP.
- (j) The contractor should submit the Police verifications certificate of the staff deployed by him to SSE/JE in charge of the work at JBP and copy of the same to the RPF/JBP for record within one month from the date of start of work. If the staff of the contractor who left the job within one month and he again join for work then his joining will be counted from original date of first joining for this work and grace period of PVC will be counted from the date of original joining. If contractor fails to submit the PVC of deployed staff within one month from the date of deployment for the pest control work, a penalty of Rs 1000.00 per month per staff will be imposed till the certificate is submitted by contractor.

OTHER GENERAL CONDITIONS

All General conditions of the contract of Indian Railways April - 2022 or latest shall also be applicable. The Tenderers is expected to be familiar with the general condition of contract (works) of Indian railways and it is their responsibility. However, some special features are given here for guidance of the tenderer.

1. If the tenderer deliberately gives wrong information in his/their tender, the Rly. Administration reserves the right to reject such tender at any stage.
 2. The contractor shall pay the sale tax/any other local tax as payable under the sale tax act/rules framed by authorities and amended from time to time during the currency of the contract along with equal installments fixed to be deposited by him.
 3. Tenderers are advised in their own interest to inspect location & also the items for which they wish to tender since details of description and quantity are given as rough guide for identification only and the railway does not give any guarantee in regard to their correctness.
 4. The submission of the tender will be deemed to imply that these tender conditions and all documents attached herewith (including the prescribed form of agreement) have been studied and understood by the tenderer and that the tenderer is aware of the full scope of work to be done and the conditions affecting the execution thereof.
1. **SECURITY DEPOSIT:**
Total security deposit is 5 % of the contract value in which Earnest Money Deposited will be included and balance security deposit will be deducted @ 6 % of the bill amount till the full SD is recovered.
 2. **PERFORMANCE GUARANTEE:**
The procedure for obtaining Performance Guarantee is outlined below:
 - (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and upto 60 days from the date of issue of LOA may be

given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:-
- (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (vi) Deposit in the Post Office Saving Bank;
 - (vii) Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described

herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

- (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of these conditions.
3. The tenderer shall be responsible for the execution of the tender as a whole in accordance with the condition of tender.
 4. Any deviation from the conditions, specifications and definitions given in this tender will not be acceptable unless specific approval for the particular deviation has been accorded by the authority awarding the Tender.
 5. The contractor should engage the labour whose character and antecedents have been verified before they are utilized to work in Railway. In the event of any staff of the contractor being found selling Railway material, the person concerned will be turned out from the Railway premises summarily and further if the Railway Administration on enquiry comes to know that proper verification of the antecedents was not carried out by the contractor in case of the labour employed by him, this contract will be liable to be terminated forthwith.
 6. The contractor will make necessary arrangements for safe working of the personnel hired for completion of the contract. Under no circumstances would the Railways be held responsible for injuries or loss of life of personnel employed by the Contractor. Railways would not be liable to pay any compensation under any circumstances.
 7. The cancellation of the contract may be either for whole or part of the contract lies within Sr. DME (Chg.) JBP. In the event of Sr. DME (Chg.) JBP terminating this contract in whole or in part he may procure upon such terms and in such manner as he deems appropriate supplies /services /work similar to those so terminated and if risk contract is not rendered possible for any reason in which event the contractor shall be liable to Sr. DME (Chg.) JBP for any excess cost for such similar supplies/services/work provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
 8. The provision of clauses related to Arbitration of the General Conditions of contract for works will be applicable for settlement of claims or disputes between the contractor and Railway Administration.
 9. If for any reason the contractor goes under arbitration, the decision taken by the Railway Administration for appointing an arbitrator will bind upon the contractor.
 10. In case of any dispute the decision of Sr. DME (Chg.) JBP will be final.
 11. TAXES:
The quoted rates should be deemed to include all taxes direct or indirect, leviable under Central, State or Local bodies Act or Rules, GST, Octroi, Royalties, Seignior ages, cess and similar imposts that may be prevailing from time to time in respect of land, structures and all materials supplied in the performance of this contract and any Workshop done.
 12. The Contractor shall comply with the following labour acts as per latest amendments:
 - a) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
 - b) The successful bidder shall comply all relevant statutes of Government including contract Labour

Regulation and Abolition Act 1970, workmen's compensation act 1923, payment of wages act 1936 Minimum wages act 1948. Employees State Insurance Act, Provident Fund Act (EPF & MP act), Employment of children Act and other Labour Laws, amended from time to time. The successful bidder shall also submit indemnity to the Railway administration against any claims/liabilities under these Acts. The Railway Workshop is working under Factory Act; hence the firm has to follow the rules of Factory Act.

- c) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
 - d) The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the Workshop including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
 - e) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
 - f) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the Contingent, liability of the Railway due to the contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub- Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof by deducting it from the Security Deposit and/or from any sum due by the Railway to the contractor whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.
 - g) Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 : The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
13. Contractor is to abide by the provisions of various labour laws in terms of clause 54, 55, 55- A and 55-B of Indian Railways Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www. Shramik kalyan. Indian railways .gov.in'. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ up dation of Portal shall be done as under:
- a. Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.

- b. Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
 - c. The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - d. After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - e. It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
 - f. 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 representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www. Shramik kalyan indian railways. gov.in' till Month, Year".
14. The tenderer will ensure that bank payment of wages to the labour employed by them should be on due date as per the Minimum wages act, irrespective of tenderer monthly bill passed by Railways. The tenderer should submit the proof of payment done to his employees on due date to SSE/JE M&P every month e.g. salary of month January should be paid to staff upto 7th of Feb. In case contractor not done the payment to his staff on due date, a penalty of Rs 10,000/- per month will be imposed on it.
15. **Minimum eligibility criteria (MEC)**: (Not applicable with this contract)
16. **Price Variation clause (PVC)**: As per GCC work April 2022 and latest amendment & Railway Board guidelines.
17. The contractor shall provide identity card to all those employees deputed to work who shall carry out the said work. The ID card shall carry the photograph, name, father's name, address, contact no. etc. The contractors name, address and contact no. shall also be printed on the back side of the identity card.
18. The contractor shall inform RPF authority regarding his employees deputed to work inside the Depot premises as per the said bio-data. Those employees carrying proper identity card, details of which have been submitted to the concerned railway representative will be only allowed to work inside the premises.
19. Inclusion of LETTER OF CREDIT as mode of payment in works tenders or service tenders invited by railways through E tendering on IREPS, having advertising value of Rs.10 lakhs and above (as per railway Bd's letter no 2018/CE-I/CT/9 dt 04/06/2018. The said letter is attached with tender document for reference.

MANDATE FORM FOR EFT/NEFT**1. PARTICULARS OF THE PARTY:-**

I) NAME : -----

II) ADDRESS : -----

III) PHONE NO. -----MOBILE No-----FAX.NO.-----

IV) INCOME TAX PAN NO. -----EMAIL ID -----

2. PARTICULARS OF BANK ACCOUNT

I) CITY : -----

II) BANK NAME :-----

III) BRANCH: -----

IV) BANK ADDRESS ;-----

V) BANK TEL NO.-----FAX NO. -----

VI) BANK MICR CODE (9 DIGIT) :-----

VII) BANK IFSC CODE : -----

VIII) BANK ACCOUNT NO. -----

(Please enclose a cancelled blank cheque)

IX) ACCOUNT TYPE (SAVINGS/CURRENT/CASH CREDIT) :-----

3. Certified that the particulars furnished with reference to Bank Account are correct and the bank guarantees to honor all EFT/NEFT advices/reports as per RBI Regulations.

Bank's Seal

Signature of the authorized official of the Bank**4. DECLARATION BY THE PARTY:**

- I) I hereby declare that the particulars given in this mandate form are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the User institution i.e. FA&CAO/-----Railway,------(Division) will not be held responsible.

Date-----

Signature of the Party with Stamp.

West Central Railway

Jabalpur Division

SITE VISIT CERTIFICATE

This is certified that M/s, GSTIN No., registered
Phone No..... has visited the site for GEM bid No.,
Datefor “Refilling, Overhauling, Painting & Hydraulic Testing of ABC &
DCP Type Fire Extinguishers of C&W depot Jabalpur.” exclusively for this work and
aware of site conditions for successful execution of the tendered work.

Signature of Contractor

Self-Certification under preference to Make in India order Certificate

In line with Government **Public Procurement Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024** and its amendments, we hereby certify that we M/s _____ are local suppliers with _____
(ENTER FIRM'S NAME)

Local content i.e. _____ % as defined in
(ENTER PERCENTAGE)

above orders for ***Tender No:*** _____ ***closing date*** _____.
(ENTER TENDER NO.) (ENTER CLOSING DATE)

Details of location at which local value addition will be made as follows:

(ENTER LOCATION DETAILS)

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You

Signature _____

Date : _____

Official Seal : _____

Preference to Make in India will be given during evaluation of this tender as per DPIIT order No P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19.07.2024.

Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in this tender. 'Non-local suppliers' shall not be eligible to bid in this tender as per para 3(b). Since, this work is not divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as per para 3A(c) of the order.

The 'Class-I local supplier' / 'Class-II local supplier' at the time of bidding shall be required to indicate percentage of local content and provide self-certificate that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. However, at the time of execution of the project, for all contracts above INR 10 crore, the contractor shall be required to give local content certification duly certified by cost/chartered accountant in practice as per the order.

Bidder shall provide self-certificate for purchase preference under Make in India policy in the prescribed format as per Annexure-MII, if the required details are not provided, then the bidder shall be considered as 'Non-local supplier' and its offer shall be summarily rejected.

Concurrent application of Public Procurement Policy for MSE and MII shall be as per DoE office memorandum No F.1/4/2021-PPD dated 18.05.2023.
