

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: Refilling, Painting, Testing and Repairing for refilling of 5 kg DCP Type, 22.5 kg & 2 kg CO₂ Fire Extinguisher of electric locomotives at ELS/LDH.

3.0 Scope of Work:

- i. This work covers hydraulic pressure testing, refilling, painting, labeling, servicing and replacement of spare parts on optional basis of 5Kg. DCP type fire extinguisher, 22.5Kg & 2Kg CO₂ type Fire extinguisher of electric loco shed, LDH.
- ii. Railway administration will not provide transportation facility. Tenderer will arrange transportation facility for transporting fire extinguisher from electric loco shed LDH & returning the fire extinguisher duly refilled tested to ELS/LDH at his own cost i.e. if fire extinguisher taken from ELS/LDH/NR, then it will be returned only to ELS/LDH/NR.
- iii. Any damage to the fire extinguisher during transportation will be contract responsibility.
- iv. The detailed Schedule of work along with some special conditions is given in as **Annexure-A1**.
- v. The list of optional items which are to be replaced if required (**as Annexure-A2**) are also enclosed herewith.

ANNEXURE-A1

Schedule-01

Hydraulic pressure testing, Refilling, testing painting & Labeling of diff Type of Fire Extinguisher: -

1. Item 1 i.e. 5Kg DCP Type Fire Extinguisher: -

Sr. no	Description of work	Qty
1	Hydraulic pressure testing	188
2	Refilling	188
3	Painting & Labeling	188

2. Item 2 i.e. 22.5Kg CO₂ type fire Extinguisher: -

Sr. no	Description of work	Qty
1	Hydraulic pressure testing	200
2	Refilling	200
3	Painting & Labeling	200

3. Item 3 i.e. 2Kg CO₂ type fire Extinguisher: -

Sr. no	Description of work	Qty
1	Hydraulic pressure testing	570
2	Refilling	570
3	Painting & Labeling	570

Schedule-02

Item 1 i.e. Replacement of spare parts (if required) as per list enclosed as Annexure-A1. In this proposal, total Qty. of Fire Extinguisher is 958 for 2 Years.

Special Conditions

1. The work also includes transporting the fire extinguisher for refilling, testing, servicing and replacement of spares parts (if required) from Electric loco shed, Ludhiana to Contractor's workplace for the above work, and return back to Electric loco shed, Ludhiana from firm premises.
2. Scope of work also consists of refilling of DCP in conformity to IS 4308 with ISI mark and refilling of CO₂ gas cartridge with CO₂ gas in conformity to ISS 4947 to DCP type fire extinguishers.
3. All CO₂ type fire extinguishers shall be refilled with CO₂ conforming to IS 15222:2002 or latest.
4. In addition to above work all consumables, accessories process of refilling and hydraulic testing warranty should confirm to latest relevant IS/BIS certification.
5. The contractor shall affix label on all the re-filled fire extinguisher that will indicate following details like Fire Extinguisher type (DCP/CO₂), Fire Extinguisher Capacity, Name and address of Firm, Date of refilling and Next Date of Refilling, manufacturing date of fire extinguisher.
6. If any fire extinguisher life is over then return that fire extinguisher to shed (ELS/LDH) within 15 days without refilling.
7. All the charges for transformation of material and other related items to & from the shed including loading and unloading charges shall be borne by the successful tenderer Material handling will be done by the contractor himself. Also, no shed vehicles will be given to transport material inside shed.
8. Labours of contractor should be provided, for IN/OUT of Main Gate of shed, with the proper identity cards for the above subject work.
9. All rejected work must be rectified by the firm at their own cost. No payment will be made for the work for such rejected work unless rectified.
10. Material & Component involved in fire extinguisher assembly shall be made available by the contractor in this workshop at any time and work will be carried out as and when required.

ANNEXURE-A2

List of optional items which are to be replace if required: -

Sr. no.	Type of fire Extinguisher	Description of spare parts	Qty
1	DCP type 5 Kg capacity	Inner container 5 Kgs	01 No.
		Brass cap 2-1/2" plain type	01 No.
2	CO ₂ type 22.5 Kg	Valve ISI	01 No.
3	CO ₂ type 2 Kg	Valve ISI	01 No.
		Handle	01 No.
		Discharge pipe with horn	01 No.

Note: These spares may be kept @ 40% of total quantity.

Schedule-03

List of must change items which are to be replaced:-

Sr. no.	Type of fire Extinguisher	Description of spare parts	Qty
1	DCP type 5 Kg capacity	Discharge pipe 5 Kgs	01 No.
		CO ₂ gas cartridge 5 Kgs	01 No.
		Safety clip PVC	01 No.
		Rubber washer	01 No.
2	CO ₂ type 22.5 Kg	Safety clip PVC	01 No.
		Locking pin bracket	01 No.
		Locking pin	01 No.
3	CO ₂ type 2 Kg	Safety clip PVC	01 No.
		Locking pin bracket	01 No.
		Locking pin	01 No.

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 also 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 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 Electric Loco Shed, Ludhiana on free of cost for works to be carried out at ELS/LDH. **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/BD/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 PENALTY:

- a) The Railway reserve the right to deduct the penalties in case of noncompliance/incompletion/unsatisfactory work of any activities mentioned in the scope of works/technical specifications.
- b) For any delay in taking up of unrepaired fire extinguishers beyond a period of 01 working day from said date of sparing of same from shop floor of ELS/LDH, a penalty of **Rs. 100/- per day** will be levied for each case unless the delay is condoned on valid reasons by Sr. DEE/TRS/LDH.
- c) In case of work is unsatisfactory, no payment shall be made to the contractor.
- d) Non-compliance of any of the activities as mentioned in the scope of the work/technical specification, no payment shall be made to the contractor.
- e) In case of such defects/failures the contractor will have to repair and refill the fire extinguisher at his own cost and a penalty clause of **Rs. 300/-** for an individual case of failures shall be imposed on the contractor.
- f) For any delay taking place in supply or repair/refilled fire extinguishers beyond a period of 15 days a penalty of **Rs. 100/- per day** will be levied for each case unless the delay is condoned on valid reasons by Sr. DEE/TRS/LDH.
- g) In case of any written complaint regarding non-functioning of fire extinguisher, a fine of Rs.500/- per complaint will be charged.

7.0 ALLOCATION: 050512-32

8.0 INSPECTION: Inspection of the work involve may be done by representative of Sr. Divisional Electrical Engineer, (TRS), Ludhiana (Consignee) along with firm's representative before and after receiving of each Lot with proper records.

9.0 RELEASED MATERIAL: Released material will be the property of Railway. All Released material shall be handed over to SSE/BD/TRS/LDH in proper packing's along with proper accountal by the contractor before preparation of bill. Tenderer shall take into consideration this aspect while quoting the rates.

10.0 USE OF MATERIAL: The successful contractor will use the material purchased from mentioned sources as per "Scope of work" of tender document. Contractor has to produce the documentary evidence for purchase and use of materials to Railway inspecting authority during inspection as a proof of purchase of material from Railways approved sources.

11.0 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 Engineer. The Engineer-in-charge 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.

12.0 WORKING TIME: The time for working of contractor's men will be 8:00 Hrs to 20:00 Hrs. For working at other times as special requirement, Contractor will obtain separate permission from Railway Authorities.

13.0 LIASONING OF THE WORK: The contractor shall depute his representative before start of the work to chalk out system/procedure with the railway representative for better coordination to execute the works contract.

14.0 COMPLETION PERIOD OF WORK: The total work shall be completed within a period of 2(Two) Years from the date of issue of LOA.

- 15.0 GUARANTEE/WARRANTY:** Warranty/guarantee will be Six (06) months of the items(spares) replaced on condition basis (List of spares replaced on condition basis are as per Annexure-A2) for their satisfactory performance from the date of receipt of fire extinguisher in the Electric Loco Shed, Ludhiana. Any defects noticed during the guarantee period which may be due to bad material used or bad workmanship or any other reason on the part of contractor should be attended by the contractor at free of cost at the destination as advised by Sr. DEE/TRS/LDH. Any complaint brought to the notice during the guarantee/warranty period shall be attended by the contractor promptly without any extra cost within 30 days.
- 16.0 Lot Size:** The Fire Extinguishers will be supplied by Railway to successful tenderer in lots. Lot size will be mutually decided by Rly. Official & contractor and each lot should consist of **10 to 30 Nos.** fire extinguishers which should be return by contractor to Railway within **15 days** after receipt of lot from ELS/LDH duly refilled & tested.
- 17.0 SAFETY MEASURES:**
- 17.1** 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.
- 17.2** 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.
- 17.3** 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.
- 17.4** 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.
- 17.5** 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.
- 17.6** 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.
- 17.7 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 contract labour by him.
- 18.0 PLACE OF WORK:** Work will be executed at firm's premises.
- 19.0 WORK/SITE IN-CHARGE (CONSIGNEE):** The Consignee for the above work will be SSE/BD/ TRS/LDH or authorized representative of Sr. DEE/TRS/LDH.
- 20.0 TRANSPORT:** The entire to & fro cost of transportation between ELS/LDH & 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 ELS/LDH 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 Sr. DEE/TRS/LDH. 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.
- 21.0 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.

22.0 Contractor shall submit the Police Verification Certificate of the manpower deployed by him for this contract. Representative of the Sr. DEE/TRS/LDH shall signed 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-01

Sr. no.	Description of work	Qty. (Nos.)	Unit Rate (In Rupees)	Total Amount Rs.
Schedule 01				
Hydraulic pressure testing, Refilling, testing painting & Labelling of diff Type of Fire Extinguisher: -				
1 i.e. 5Kg DCP Type Fire Extinguisher: -				
1.	Hydraulic pressure testing	188	26.55	4991.4
2.	Refilling	188	144.95	27250.6
3.	Painting & Labelling	188	42.81	8048.28
A	Total of Item 1 (In Rupees)			40290.28
Item 2 i.e. 22.5Kg CO ₂ type fire Extinguisher: -				
1.	Hydraulic pressure testing	200	561.78	112356
2.	Refilling	200	1403.29	280658
3.	Painting & Labelling	200	204.72	40944
B	Total of Item 2 (In Rupees)			433958.00
Item 3 i.e. 2Kg CO ₂ type fire Extinguisher: -				
1.	Hydraulic pressure testing	570	281.39	160392.3
2.	Refilling	570	271.61	154817.7
3.	Painting & Labelling	570	73.09	41661.3
C	Total of Item 3 (In Rupees)			356871.3

Schedule-02**1. Item 1 i.e. Replacement of spare parts (if required) as per list enclosed as Annexure-A2.**

Sr. No.	Description of Item	Unit	Rate (Rupees)
1	Replacement of spare parts (if required) as per list enclosed as Annexure-I. Total Cost of spare will be changed on optional basis for which total cost subject to ceiling limit of Rs.5,26,591.04/- is calculated. It is based on actual consumption of optional items in Previous Contract. Maximum cost is 40% of Annexure-I. Additional spares may need to be replaced on condition basis during execution period of contract. (Estimated Fire Extinguishers for 22.5 Kg CO₂ are 200 Nos., 2.0 Kg CO₂ are 570 Nos. and for 5 Kg DCP type are 188 Nos. Thus, total quantity of 2 years is 958 Nos.)	LS	210636.42/-
	Total		210636.42/-
D	40% Pegging cost of spares		210636.42/-

Schedule-03**List of must change items which are to be replaced: -**

Sr. no.	Type of fire EXTG	Description of spare parts (Qty. = 1 No each)	Unit Rate (In Rupees)	Total rate Rs.
1	DCP type 5 Kg capacity Qty. = 188 Nos.	Discharge pipe 5 Kgs	79.77	14996.76
		CO ₂ gas cartridge 5 Kgs	100.05	18809.4
		Safety clip PVC	2.39	449.32
		Rubber washer	5.29	994.52
	Total for DCP type 5 Kg capacity (188 Nos.)			35250
2	CO₂ type 22.5 Kg Qty. =200 Nos.	Safety clip PVC	133.43	26686
		Locking pin bracket	4.83	966
		Locking pin	2.28	456
	Total for CO₂ type 22.5 Kg (200 Nos.)			28108
3	CO₂ type 2 Kg Qty. = 570 Nos.	Safety clip PVC	139.26	79378.2
		Locking pin bracket	5.48	3123.6
		Locking pin	2.28	1299.6

Total for CO₂ type 2 Kg (570 Nos.)		83801.4
E	Total of above (Sr. no. 1 to 3)	1,47,159.4
Total of A, B, C, D and E		11,88,915.40
Eleven Lac Eighty Eight Thousand Nine Hundred Fifteen and Forty Paise Only		11,88,915.40/-

Note: -

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

Annexure – I

List of optional items which are to be replace if required: -

Sr. no.	Type of fire EXTG	Description of spare parts (Qty. = 1 No each)	Rate Per Unit (In Rupees)	Total Amount (In Rupees)
1	DCP type 5 Kg capacity Qty. = 188 Nos.	Inner container 5 Kgs	80.51	15135.88
		Brass cap 2-1/2" plain type	207.67	39041.96
Total for DCP type 5 Kg capacity (188 Nos.)				54177.84
2	CO ₂ type 22.5 Kg Qty. =200 Nos.	Valve ISI	518.23	103646
Total for CO ₂ type 22.5 Kg (200 Nos.)				103646
3	CO ₂ type 2 Kg Qty. = 570 Nos.	Valve ISI	556.08	316965.6
		Handle	67.05	38218.5
		Discharge pipe with horn	23.83	13583.1
Total for CO ₂ type 2 Kg (570 Nos.)				368767.2
Total of above (Sr. no. 1 to 3)				526591.04/-
40% Pegging cost of spares				210636.42/-