

SPECIAL CONDITIONS OF CONTRACT

1.1 SCHEDULE OF WORK:

- 1.1.1 The subject work is "Repair of the pressurized Flushing system (PFS) and Electro pneumatic Pressurized Flushing system (EPPFS), including supply of required materials by firm" as per Details scope of work & Special condition of contract as attached.
- 1.1.2 Contractor shall complete the work as per scheduled quantity in LOA within 12 (Twelve months) months from the date of issue of Order.
- 1.1.3 To mobilize the resources, Contractor shall be given 30 days from the date of issue of Order.
- 1.1.4 Contractor shall be feasible for carrying out maintenance/repair work up to 1 - 4 coaches PFS/EPPFS daily as per arising during POH of coaches at Kharagpur workshop.
- 1.1.5 The Contractor shall ensure provision of toilets equipped with Electro Pneumatic Pressurized Flushing Systems (EPPFS) in accordance with the type of LHB Coach. Generally, each LHB Coach is considered to have 04 toilets = 04 EPPFS units. However, variations exist as follows:
 - a. LHB Power Car type Coaches & others – 01 toilet (01 EPPFS unit)
 - b. Pantry Car type Coaches & others – 02 toilets (02 EPPFS unit)
 - c. LHB Chair Car & First AC LHB type Coaches & others – 03 toilets (03 EPPFS unit)
 - d. Other LHB Coaches (i.e. ACCN, ACCW, LS & others) – 04 toilets (04 EPPFS unit)
- 1.1.6 For scheduling and completion purposes, the period allowed shall be as follows:
 - a. Coaches with 01/02 toilet (EPPFS unit) – 01 day excluding handing over & taking over date of particular coach
 - b. Coaches with 03/04 toilets (EPPFS unit) – 03 days excluding handing over & taking over date of particular coach
- 1.1.7 The contractor has to complete the offered coach within stipulated period working days excluding handing over & taking over date of that particular coach as per above para 1.1.6, normally 50 to 75 coaches will be offered per month at workshop. However, more or less coaches may also have offered as per requirement of railways. At any point of time, the contractor will not be given more than 10 Coaches at workshop. It may vary on the arising of coaches. The contractor has to cope up with the work load as per targeted schedule as desired by Railway authority.
- 1.1.8 The contractor is required to finish the stripping, overhauling, and fitment activities for one coach within a timeframe as stipulated period in para 1.1.6 excluding handing over & taking over date of that particular coach.
- 1.1.9 The quantum of work arising will vary according to the need of Carriage Shop Kharagpur Workshop of South Eastern Railway and the contractor shall provide sufficient resources daily to carry out the works. The day of offering to the contractor and handing over of the coach after completion to railway by contractor shall not be included in the period.
- 1.1.10 The Contractor shall also employ minimum one (01) qualified Graduate/Diploma Engineer (Supervisor) or equivalent, who will liaison/coordinate with Railway executive /nominated representative of railway for day to day execution of contract work. This Graduate/Diploma Engineer (Supervisor) must be available on phone/message all the time.
- 1.1.11 Contractor shall deploy sufficient numbers of gangs for undertaking the work simultaneously at various locations within KGPW with a frequency of average 50-75 coaches per month.
- 1.1.12 If contractor fails to execute the work as per schedule given above, penalties will be imposed as per clause 1.2 of "Special Conditions".

1.2 PENALTY:

Considering need for expeditious execution of work, contractor shall adhere to the Schedule of Work as indicated in Clause 1.1 of "Special Conditions".

- 1.2.1 Commencement of work: The contractor shall have to mobilize men, material & tools to start of work in full capacity within 30 working days from the date of letter of acceptance, otherwise penalty charge of Rs. 2000/- per day to be levied on the contractor for the delayed days, if any.
- 1.2.2 The contractor must ensure completion of the specified activities within the designated time frame outlined in para 1.1.6. In case of non-completion within the stipulated period (excluding handing over and taking over dates), a penalty of Rs. 500/- per toilets (EPPFS unit) per day shall be imposed on contractor.
- 1.2.3 Any delay in supply of material/coach from Railways shall not be counted as delayed days

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- for penalty.
- 1.2.4 Within the period of warranty of the work from the commissioning work date in the coach (Both material and workmanship), if any deficiency or defect noticed then the same will be intimated by railway representative. After the receipt of information, contractor has to rectify the same within the next 72 hours of intimation or within next primary maintenance; otherwise, a penalty of Rs.100/- per toilets per day of delay as reported by respective division shall be imposed for not rectifying the same.
 - 1.2.5 The cost of any damage caused to the Railway material/facilities in the working spot as assessed by Engineer will be deducted from the Bills of the Contractor.
 - 1.2.6 In case the contractor fail to employ the Qualified Engineer, shall be liable to pay an amount of Rs.40,000 & Rs25,000 for each month or part thereof for the default period for the provisions, as followings;-
 - a. One (01) Qualified Graduate Engineer when cost of work to be executed is Rs200 lakh and above – pay an amount minimum Rs.40,000 to Qualified Graduate Engineer.
 - b. One (01) Qualified Diploma Holder Engineer when cost of work to be executed is more than 25 lakh, but less than Rs200 lakh - pay an amount minimum Rs25,000 to Qualified Diploma Engineer.

For the purpose of calculating the penalty mentioned in this para for non-deployment of Qualified Engineers at Work Sites by the Contractor, 272 working days shall be deemed equivalent to one calendar year. The penalty shall be calculated proportionately based on the duration of non-deployment within the contract period. The penalty amount shall be recovered from the Contractor's running account bills or final bill, without prejudice to the Employer's right to take any other action under the contract.

- 1.2.7 All the contractor staff shall use required PPEs. Any deviation in this regard will be viewed seriously and a penalty of Rs.100/- per employee per incidence for non wearing of PPE's will be levied.
- 1.2.8 If any leftover work / un-satisfactory work is noted by the inspection authority, same shall be reworked by contractor without any additional charges within completion period. If still any work is leftover as an act of negligence, penalty up to maximum Rs.1000/- per toilets per incidence may be imposed.
- 1.2.9 Penalty by Gazetted Officer: - If any un-satisfactory work is notices by gazetted officer during his inspection, a penalty up to maximum Rs.2,000/- may be imposed.
- 1.2.10 Penalties will be deducted from the running bills, if any. In case of no running bills, deduction shall be recovered from PG and or SD/EMD.
- 1.2.11 This penalty will however be over and above the penalty imposed under clause 17-B of GCC.
- 1.2.12 In addition to above, penalty clause mentioned in the IR GCC, April, 2022, as amended/corrected/updated time to time shall be applicable.
- 1.2.13 If after imposing penalties the work is found repeatedly unsatisfactory/incomplete at any stage, the work shall be terminated by Railway and concluded as per latest GCC provisions.

2. Inspection:

- 2.1 All the Material used during execution of this work, should be pre inspected by M/s. RITES/TPI. The material as mentioned in scope of work should be from RDSO/ICF/other Railway PU's approved sources only as per availability in U-VAM. The Contractor shall submit the RITES/TPI inspection certificate to the Railway Engineer for acceptance of the material. The inspection charges will be borne by the contractor.
- 2.2 Material Test Report: All the items should be supplied along with RITES Inspection/TPI certificates. However, Railway reserves the right to get the items tested after supply by the contractor.
- 2.3 All materials used in the work shall be of the best quality and of the class suited for the purpose specified and procured from the sources approved by RDSO/ICF/RCF/MCF, except those specified for particular make as applicable or not in RDSO/ICF/RCF/MCF approved vendor list.
- 2.4 Contractor should submit the inspection certificate along with delivery of material.
- 2.5 Railway has the rights to alter the mode of inspection as deemed fit after approval of Competent Authority.

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- 2.6 Contractor shall ensure the Inspection of materials and Inspection charges shall be borne by the contractor.
- 2.7 The material shall either be supplied in original OEM packing/instructions or shall be supplied with original delivery challan/invoice copy along with certificate from OEM for material being originally theirs.
- 2.8 In case of requirement by Railway for testing of any material (wherever applicable) supplied by the contractor, the cost of such testing from NABL accredited laboratory shall be borne by the contractor.

3. GUARANTEE/WARRANTY PERIOD:

- 3.1 The firm shall give a guarantee/warranty of supplied material and workmanship for 18 months from the date of handing over of coach to the Railways.
- 3.2 The security deposit shall be released warranty period after obtaining no claim from the Site-in-charge or nominated SSE from particular site. The contractor has to attend/replace/rectify any damage occurred within warranty period from the date of fitment or modification done.
- 3.3 If any defects due to poor quality of Materials/work/workmanship are found within the warranty period shall be attend/replace/rectified by the contractor free of cost within 72 hrs. of intimation or within next primary maintenance (Intimation may be sent through phone/sms/e-mail/WhatsApp) at any depot/station over South Eastern Railway/other Railway.

4. PLACE OF WORK: Carriage Shop, KGPW.

5. STAGE INSPECTION:

- 5.1 The inspection will be carried out on stage wise and completed coach by the nominated Railway representative. If any remarks, shall be rectified by the firm. The nominated representative of Dy. CME (CW)/KGPW will inspect the work on respective coaches during various stages. Final Joint Inspection Report of individual coach should be submitted along with the bill duly countersigned by the officer not below the rank of Assistant Grade. The payment shall be made based on actual work done.
- 5.2 The work carried out by the contractor will be checked by authorized representative of Dy. CME (CW)/KGPW or concerned Junior Engineer/Senior Section Engineer & Senior Section Engineer/Inspection etc. During checking if quality of work is not up to the mark as per scope of work, then firm has to again rework on the same with free of cost. The decision of the Railway administration will be final in this regard.
- 5.3 Firm's representative shall handover the coach back to Railway after completion of work with check sheet [see Annexure-A] duly signed for inspection. Work shall be inspected by SSE or any of the representatives nominated by Dy.CME (Carriage Shop)/Kharagpur workshop. Any deficiencies / defects will be brought to the notice of the contractor which shall be attended by him at his own cost and within the completion period for that coach.

6. TRANSPORTATION CHARGES: The contractor should quote their rate inclusive of transportation charges and other Taxes/Charges. The transportation of men/machines/materials required for executing the work shall be borne by the contractor.

7. PAYMENT SCHEDULE:

- 7.1 No advance payment will be made to the contractor. Payment shall be made based on the quantities executed by the contractor. Payment will be made against Invoice of the contractor on Monthly Basis after completion of each coach through NEFT mode by 'on account' bills to the extent of work done duly certified by concerned Railway Authority.
- 7.2 Payment shall not be made for items/quantities/components not attended or not done by the contractor.
- 7.3 Payment will be made according to the actual completion of work as per the accepted rate in schedule of rates. Railway will not make any payment for any such additional work carried out by the contractor without permission of the Railway Authority.

8. BILL PASSING AUTHORITY: Dy.CME(CW)/KGPW

9. BILL PAYING AUTHORITY: Dy. FA & CAO (WS)/KGPW or Sr. AFA (Co-ord)Ws/KGPW.

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10. Contractor will have to carry out the work in working hours of workshop, KGPW. For working on Sunday or Holidays (in special condition), contractor should require prior permission from competent Railway authority. Without permission, if contractor will execute the work on Sunday or Holidays it will be treated as negligence of contractor and will liable to penalty. If a contractor requires to work beyond allowed time, he has to obtain prior permission from the competent authority.
11. Contractor shall execute the works through parallel activities to ensure the timely completion of this works of each coach.
12. The quantum of coaches arising will vary according to the need of CW/KGPW and the contractor shall provide sufficient man power daily to carry out work of coaches.
13. Engagement of the contractor or his staff depends on the availability of the coach at CW/KGPW. Contractor has no right to claim compensation for his staff and/or machine remains idle due to non-availability of the coaches.
14. The contractor has to arrange payment to his contract labour according to the latest minimum wages notified by Chief labour commissioner. The contractor should deposit requisite PF, ESI to contract labour, if applicable. Contractor has to pay/deposit requisite EPF and ESI to employees deployed for the work, if applicable and submit the proof of remittance along with bill. If contractor fails to deposit EPF/ESI to his employees, same will be deducted from the bills.
15. Payments will be made on the Monthly basis after necessary measurement of work jointly done by railway representative and contractor representative subject to submission of invoice, documentary evidence for payments of wages to contractual staff. (i.e. bank statements and other relevant documents.)
16. The payment will be made against completion of the work as per schedule against each scheduled item's of LOA in the coaches.
17. The coaches will be offered for NC examination and if there is any remark in the above said work, the same has to be attended immediately at NC/WS point such that the coach could be passed by NCWS.
18. Contractor shall provide uniforms with firm's Logo (uniform should be suitable, coloured in blue/red/green/yellow etc. acceptable to Railway authority), identity cards and other safety accessories like helmet, safety shoes, hand-gloves, mask etc. to their staff and the Supervisor for execution of the works. All the safety equipment shall be brought by the firm. Contractor should carry their own equipments and PPEs for their staff.
19. Electricity, space, water and compressed air etc., will be provided free of cost. However, all machineries and tools, Scraper, safety equipments, testing and inspection instruments etc to be arranged by contractor himself. accessories such as extension cords, plugs, air hoses, wires with sufficient length, connectors and other items that are required for the said work have to be arranged and installed by the contractor. Necessary space will be provided by Railway for storing tools and equipments.
20. The contractor shall maintain a work diary duly recording the work executed in the coach and records & reports/tests etc.
21. Supervisor nominated by the firm has to monitor the work quality and ensure safety of the firm's staff.
22. Housekeeping: The contractor shall remove all scrap material which is released during the course of work and shift to the designated bin / area at his own cost. The contractor shall ensure that the workplace remains clean. The entire working area shall be cleaned on a daily basis. The waste generated during scraping and cleaning should be deposited in a nominated bin.
23. Any other M&P/Transportation means etc. not mentioned above but specifically required for successful execution of work is deemed to be included in the scope of Contractor.
24. The firm has to work as per instructions of consignee or nominated representative during execution of work.
25. Compliance with Specifications: The contractor must follow the specifications, CAIs, and modifications issued by RDSO, PUs, or any authorized railway authority for the materials used and the work procedures, as mentioned in the Scope of Work.
26. Any other work or portion of work required during execution of above mentioned work, beyond what are mentioned in this scope, but prevails in other relevant guidelines, or deems fit at any point of time for proper execution of the work, shall have to be done by the contractor without any additional financial implication.
27. Any other work, which has not been mentioned here, but necessary for completion of subjected work shall be assumed included in scope of work of Contractor.
28. The Tenderer may visit the Carriage Shop of Kharagpur Workshop, S.E. Railway for assessing the work to be done before submitting the offer.

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