

SPECIAL TERMS AND CONDITIONS OF CONTRACT

Name of Work : Upper gear attention work with plumbing & carpentry works and pest control treatment of MEMU coaches (MCs + TCs) for 3 years..

Tenderer's who will indenting for participating for said work the following condition/ instructions should be read carefully before submission by tenderer.

Day to day check list, material register, tool and machinery register as per railway proforma to be maintain by contractor. The purchase cost of all these record to be born by contractor. A sample copy of check sheet will be provided to contractor but daily required check sheets to be arranged by contractor.

1. Timing for execution of work :

SN	Maintenance Schedule	Timing
1	Schedule A- Upper gear attention of coaches.	04 hours/Rake (daily inspection) 06 hours/Rake (other than Daily Inspection)
	Schedule A - fixation of rexine/mat with all fitting accessories on floor in TC & MC of MEMU rake.	3 hours per coach
2	Schedule B- Pest control treatment to MEMU coaches	04 hours/Rake
3	Schedule C- Heavy repair/replacement:	04 hours/Rake (daily inspection) 06 hours/Rake (other than Daily Inspection)

1.1 As per tender condition daily minimum 2 nos. rake (i.e. 16 coaches) will be provide for maintenance of rake. However, quantity may increase and decrease and will be as per availability of rakes. So contractor have to arrange the staff as per available of coaches for maintenance of rake. Normally the Start of working Hrs. is from 6:00 AM. and availability of Rake However the timing will be decided by Railway administration.

1.2 **Maintenance line cleaning:** The maintenance of MEMU rake will be done at nominated pit, and Pit is to be done clean every day by contractors staff and the garbage (released material) of pit also to be dump at nominated place .

2. Labour

2.1 Contractors shall not in any capacity employ any person of bad character or any person whose antecedents have not been investigated by the police and shall issue an appointment certificate, which shall contain a photograph of the employee specifying the employee's name, father's name, address and the place at which employed, with his/her left/right hand thumb impression affixed thereon in printer's ink which he will carry with him/her while on duty. The expenses for such verification as necessary shall be borne by the contractor.

2.2 Persons deployed by the contractor shall have NO CLAIM to be a Railways personal in any capacity what so ever.

2.3 The list of the persons deployed should be got approved by the any officer of Sr.DEE(TRS)/S.E.C.Railway/Bhilai. Whenever deployed staff changed prior approval for new staff must be obtained from railway.

TENDER NOTICE No.MEMU-BIA-26-27-Upper Gear-9

ADME(MEMU)

34

SSE(MEMU)

- 2.4 The offer is to be made after considering the prevailing rates and assessing the probable increase in the rates of minimum wages in future during the period of contract. Railways shall not entertain any claim from the agency about escalation on account of increase in rates of minimum wages. Any increase in rates of minimum wages, from time to time shall be required to be paid by agency.
- 2.5 The contractor shall provide **QR-code-based identity cards** to all personnel deployed for execution of the work, at his own cost. These identity cards shall contain the name of the contractor, name of the employee, photograph, designation, unique identification number, and validity period etc. The QR code shall enable quick verification of the employee's identity and authorization for working inside the MEMU car shed premises. All contractor staff shall carry and display their identity cards at all times while on duty within Railway premises. Entry into the shed shall not be permitted without valid identity cards, and the contractor shall be responsible for replacement of lost or damaged cards without any extra cost to the Railway.
- 2.6 Strict Implementation of Labour Laws provisions for employees and contract labour should be followed as per railway board letter no.2026/E(LL)/AT/CNR/5 ,Dt: 11.05.2026

3. Contractor's Tools and Plant:

Contractor has to keep a inventory register book for their tools and plants which should be jointly signed by contractor and Railway representative and to be keep in Railways premises. Theft or any unusual occurrence will be the full responsibility of the contractor. All such tools & plants can't be taken away without written permission of Sr.DEE/TRS/BIA or his representative; penalty will be imposed tools and plants will be taken without permission.

4. Transportations:

Railways will not provide any type of transport to the contractor for bringing the staff on duty and other required material for maintenance, to & fro transportation for the personals and material will have to be arranged by the Contractor/Agency.

5. Electricity/Water supply:

Electricity & water supply will be provided by Railway.

No external supply required for this activity. However in case of external supply material required the charge will be collected from executive agency. If contractor desires to use machines for purpose then cost of electricity for this purpose will be borne by Railways. Cables, Plugs, Extension Boards etc. required to take electrical supply for maintenance, purpose shall be arranged by the contractor.

6. Terms of Payment To Contractor.

6.1 Following documents shall be required to produce before processing of bills:

- a) Payment towards executed work to the contractor shall be done on monthly basis after verification of records preferably and compliance of all respect of contract agreement.
- b) Daily maintenance check sheet in the format at decided by Railway representative.
- c) Staff Attendance Register and inventory Register duly signed by nominated supervisor.
- d) Material invoice copy.
- e) Warranty/Guarantee certificate for condition based supplied item.


SDE (MEMU)


SSE (MEMU)

6.2 Contractor's Record Books:

The contractor or his representative will maintain following registers for record purposes on daily basis without fail:

1. **Labour and Supervisor Attendance Register:** The agency will be required to maintain attendance register of the Labour and Supervisors during the contract period daily. Every day joint signature of contractor's/contractor's representative and SSE(MEMU)/Bhilai or his representative is to be taken.
2. **Maintenance Register:** The agency will be required to maintain work register to ensure that contract work is being executed daily as per scope of work.
 - Daily maintenance check sheet in the format as decided by Railway representative. The Cost of check sheet will be borne by contractor.
 - Maintenance register as per scope of work.
 - Monthly summary joint note must be submitted.
 - Inventory & Tools & Plant register.

After completion of work every day all the records (inventory register) must be joint signed on daily basis by contractor's/contractor's representative and SSE(MEMU)/Bhilai or his representative. This register is to be kept in the custody of SSE(MEMU)/Bhilai's chamber.

Apart from above mentioned register if any other registers requires for day to day maintainance, contractor should be maintain.

- 6.3 Payment will be made to the contractor on Monthly basis for the work done during the month in terms of the cost incurred for the staff.
- 6.4 A bill in duplicate in Railways prescribed form and as per Railway's rules in force has to be prepared, which has to be signed by the contractor. Discrepancies, if any found on the Bill shall be notified to the contractor by Railways for rectification.
- 6.5 Taxes as applicable at the time will be recovered from the bill. The contractor's certificate duly signed & dated by the contractor for each on account payment will be submitted to Sr.DEE/ELS/BIA, S.E.C.Railway, Bhilai in duplicate along with relevant documents.
- 6.6 The firm shall submit the relevant document along with bills to the office of Sr.DEE/TRS/BIA which will be verified & forwarded to Sr.DFM/R for arranging payment. GST amount will be hold of firm in condition of non-submission of GST paid certificate/challan along with bill/invoice (only applicable for 1st bill).
7. **Warranty:-**

The Contractor shall provide a warranty for all spare items supplied and installed under this contract for a period of twelve (12) months from the date of installation/commissioning of the respective spare item. During the warranty period, the Contractor shall, at its own cost, repair or replace any defective spare item due to manufacturing defects, faulty workmanship, or material failure

If during contract period any material supplied by firm and having warranty of 12 months and if fails, then firm has to attend/rectify within 24 hrs from the date of intimation to firm on line if required and demanded by Railway or at shed. If firm fails to attend/rectify then penalty will be impose for Rs.1000 per spare item. The penalty will normally be deducted from the bills.


ADME (MEMU)
TENDER NOTICE No.MEMU-BIA-26-27-Upper Gear-9


SSE (MEMU)

8. Payment:

- 8.1 100% payment will be made every month duly inspected and accepted by consignee.
- 8.2 Each bills in complete in all respects documents shall be submitted to the Sr.DEE(TRS)/S.E.C. Railway/Bhilai, who after passing the bill will forward the same to Sr.DFM/S.E.C. Railway/R for payment directly to the firm, within reasonable period from the date of receipt of the bills.
- 8.3 Contractor will be paid a minimum on account bill, once in a month for the work executed by him.

9. Penalty:

Following Penalties will be applicable on contractor regarding quality of work, slack in record maintaining and imposition of penalty due to non-execution of work or delay in work wholly or in part. Railway's decision will be final and binding on the contractor.

9.1 Maintenance of coaches must start within 15 minutes of rake offered, if any delay penalty will be imposed.

- **15 minutes to 1 Hrs.- 500/- per rake.**
- **1 Hrs. to 2 Hrs. - 1000/- per rake.**
- **If no manpower is deputed on any particular day at any circumstance:** If time exceed beyond 2 Hrs. penalty, then it treated as staffs was not deployed on that particular day. Penalty will be imposed 5000/- per rake in that particular day.
- **Gang wise penalty:**
 - Absence of Plumber gang: 1000/- per rake per day
 - Absence of Carpenter gang: 1000/- per rake per day
 - Absence of Both gang: 5000/- per rake per day

Note: Absence of plumber or carpenter will count as absence of gang. Insufficient man power resulting into engagement of them with either carpenter or plumber at a time will count as absence of one gang. Formation of gang will be done before starting work.

- For non availability of tools & equipments, a penalty of Rs. 250/- per occasion and upto Rs.2,000/- per batch per occasion
- If failure or workout of tap, push valve, chain with mug, locking arrangement of doors, drain pipe, waste pipe, safety handle, window shutter, commode and commode lid, LP, sheet, FRP sheet, PVC flooring, Lavatory door found in en-route journey/Adverse remark by the Railway Supervisor/Officers during inspections or passenger complaints: Rs.1000/- per item (per Rail Madad Complaint. If defect occurs on account of miscreant activity then no penalty will be imposed.
- If the contractor does not perform the activities as laid down in the tender document or for any contravention of contract, Railway at its sole discretion may impose a penalty of ₹ 1000/- per case.
- The contractor has to return the railway materials & equipments, if any in running condition after completion of the work, otherwise a token penalty of Rs.10,000/- or actual value of item as per Railway rate will be levied.
- Quality of work will be decided based on score card attached at Appendix-I & I A and corresponding penalty will be imposed in addition to mentioned above and in other clauses. Score card should be jointly signed by Railway & Contractor's supervisor.
- Adverse remark or unsatisfactory work found by the Railway Supervisor/Officers during inspections: penalty of up to Rs.5000/- per occasion may be imposed in addition to other penalties.

9.2 Timing period of delay for Schedule work:

SN	Maintenance Schedule	Prescribed Timing	Delayed by			
			01 hr	02 hrs	03 hrs	more
1	Schedule A- Upper gear attention of coaches.	04 hours (daily inspection)	1000/- per rake per day	2000/- per rake per day	3000/- per rake per day	5000/- per rake per day
		06 hours (other than Daily Inspection)				
	Schedule A - fixation of rexine/mat with all fitting accessories on floor in TC & MC of MEMU rake.	3 hours per coach	1000/- per rake per day	2000/- per rake per day	3000/- per rake per day	5000/- per rake per day
2	Schedule B- Pest control treatment to MEMU coaches	04 hours	1000/- per rake per day	2000/- per rake per day	3000/- per rake per day	5000/- per rake per day
3	Schedule C- Heavy repair/replacement:	04 hours (daily inspection)	1000/- per rake per day	2000/- per rake per day	3000/- per rake per day	5000/- per rake per day
		06 hours (other than Daily Inspection)				

- 9.3 In case the Labour/supervisor is found without wearing uniform (uniform shall comprise of Apron+helmet+Gloves+Gumboot)/and found not carrying identity card, a penalty of Rs. 500/- (Rupees five hundred only) per person per instance will be imposed.
- 9.4 If any contractor's staff found in drunken condition during the working hours a penalty of Rs. 1000/- (Rupees one thousands only) per person will be imposed and drunken condition twice in a month period he will not be allowed for further working during the contract period.
- 9.5 A penalty minimum up to Rs. 10000/- (Rupees Ten Thousands only) will be imposed if valuable Railway property is damaged due to negligence working.
- 9.6 Any applicable machinery if not in serviceable condition & non supplying shall attract penalty @Rs. 1000/- per day per machine will be imposed.
- 9.7 Penalty of Rs. 1000/- per instance whenever it is noticed that contractor is using chemicals/implements not permitted under this contract. Besides, no payment shall be made for such pest control treatments carried out by the contractor.
- 9.8 In case, during quality inspection by railway supervisor nominated for pest control, find presence of cockroaches, bedbugs, mosquitoes etc. in coaches covered under the contract, the tenderer has to provide immediate free attention to that particular coach & penalty of Rs. 1000 per coach
- 9.9 All serviceable & release material should be return to authorize railway representative only. If any release material found either shop floor (or) dust bin, a penalty of 200/- per occasion will be imposed.

TENDER NOTICE No.MEMU-BIA-26-27-Upper Gear-9

34 ADME(MEMU)

(30)

ADME(MEMU)

- 9.10 If there is complaint from worker/labours regarding non-payment of wages, then penalty of Rs. 5000/- per incidence will be recovered. Non-receipt of the payments from Railways due to any reason cannot be the reason for delay of payments to labours. If the occurrence of such even is seen twice then penalty of 10000/- will be imposed. If it is seen for third time during contract period, Railway authority hold the power to terminate the contract as per guidelines.
- 9.11 If MEMU Rake cleaning & maintenance activity by the contractor is delayed on account of Railway, no penalty will be imposed, however joint statement report to be sign by Railway representative & contractor supervisor for this purpose
- 9.12 Decision of Sr.DEE/TRS/Bhilai for imposition of penalty depending on merit of the case shall be final and binding on the contractor.

10. Released Material:-

Released materials will have to be deposited to Railway by the firm.

11. Timing:-

The timing of the agency for work will be as decided by Railway administration.

12. Variation of work under total amount of contract value:-

Any work as mentioned in scope of work can be increased/decreased/deleted under total amount of contract value. The contractor shall be bound to carry out the work at the accepted rates of contract.

13. Safety:-

Repairing and maintenance work in MEMU coaches should be done in the guidance of the representative of Railways Administration.

Necessary safety precautions must be taken from electricity etc. during maintenance.

The contractor shall take all precautionary measures not only for protection of his own personnel moving about or working on the Railway premises, but also conform to the rules and regulations of the Railways in this respect.

The work must be carried out very carefully without affecting the proper functioning or causing damage to any Railway equipment, structure, or rolling stock.

14. Special instructions to contractor:

- 14.1 The contractor will nominate a representative/supervisor-in-charge who will maintain liaison with the Sr. Section Engineer (MEMU)/BMY or his nominated representative regarding carrying all maintenance activities of memu rakes, liaison with Railways etc.
- 14.2 The coaches will be handed over to the contractor after due inspection & it will be the Contractor's responsibility to lock all the coaches before taking it to the pit line. After the completion of repairing activities & inspection by Railway authorities, the coaches shall be duly locked again and handed over to the Railway's nominated authority.
- 14.3 The Contractor is expected to maintain entire database of coaches/rakes attended by him for analytical purpose at the end of every month & at end of work register will be submitted to Railway. The contractor is also expected to make available this database to Railway whenever desired.
- 14.4 Disposal of collected waste from all the coaches shall be disposed to nominated place at MEMU Car Shed/Bhilai.
- 14.5 The number of coaches to be maintained per day may vary from the quantity mentioned in the schedule of work due to periodic augmentation of coaches in the train, introduction of new train or cancellation of existing trains. Contractor should not quote different rate for such variation of work load.

- 14.6 On completion of work as specified as above all the window glass shutters shall be closed and the doors locked from inside except one door which shall be locked from out side
- 14.7 The Cleaning materials or other materials, which will be used by the contractor, shall be biodegradable and should not do any harm to the maintenance staff and passengers. The chemicals/detergents used for the cleaning work shall be available at site in adequate quantity and the bottle/container shall be opened in presence of Sr. Section Engineer (MEMU)/ELS/Bhilai or nominated representative of Railways and shall be duly signed and date of opening be marked in the cap
15. **Insurance for working staff:**
The contractor shall take out and keep in-force, a policy and policies of insurance against all liabilities and recognized risks in respects of accidents to persons employed by the contractor for carrying out the maintenance work of this contract. Copy of the same will be submitted by Contractor.
16. **MODE OF PAYMENT:**
Payment through ECS/EFT (wherever this facility is available):
- (i) Contractor to give consent in a mandate form for receipt of payment through ECS/EFT.
 - (ii) Contractor to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & address, Account type, Bank A/c. no. and Bank & Branch code as appearing on MICR cheque issued by Bank.
 - (iii) Contractor to attach certificate from their Bank certifying the correctness of all above mentioned information (as mentioned in point (ii) above).
 - (iv) In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque.
17. **EPF/ESIC:-**
- a) **Minimum wages act-1948** shall be complied by the Tenderer(s) and wages to the employee engaged by him shall be paid as per rate defined by Chief Labour Commissioner (C) New Delhi time to time accordingly during contract/extended period.
 - b) Contribution towards Employee **Provident Fund (EPF) Act-1952** and **Employee State Insurance (ESI)-1948** of the employee has to be made by the contractor as per prevailing rate or rate applicable at the time during entire contract period/extended period on payable amount against daily/monthly wages of the employee. Amount payable against contributions of **EPF & ESI** will be solely borne by the contractor, railway will not be reimburse any such contributions amount.
 - c). Rate quoted shall be inclusive of all taxes and levies including contributions of **EPF & ESI** of the employee, contractor's profits, expenditure to full fill the contract condition or any such taxes enforced by the Railway, state/central government or labour ministry time to time.
It is the sole responsibility of contractor to pay the EPF/ESIC to the labour engaged by Him/her. The challan of the same to be submitted with the bill for passing.
18. **Minimum wage and Payment of Labour by contractor:**
Payment will be made on monthly basis on submission of bill by the contractor duly forwarded by consignee. **The Payment to the contract Labour/Supervisor should be made through Shramikkalyan Portal only is essential** and copy of proof must be submitted for preparation & passing of bills.
In order to increase transparency in payment of Contract Labour wages and other payments, a web based E-application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in.
All contractors are required to upload details of their LOA's, engaged workmen, wage payment details, PF/ESI details, bonus details etc., on monthly basis. **The details so uploaded shall be available in public domain.**
In order to ensure prompt and proper uploading of details related to LOA's, engaged workmen, wage
- TENDER NOTICE No.MEMU-BIA-26-27-Upper Gear-9

ADMT(MEMU)

40

SSE(MEMU)

& other payment details, Railways/PUS etc. shall introduce a special condition in their tender documents of the tenders to be called henceforth. The special condition is as under:

- A. Contractor is to abide by the provisions of Payment of Wages act 7 Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.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/ updation of Portal shall be done as under:
- (a) Contractor shall apply for onetime registration of his company/firm etc. in the shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance (LOA). Engineer shall approve the contractor's registration on 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 LOA's issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA)/ 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 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.
- B. 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 Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in till _____ Month, _____ Year.

The Railway Board in its letter no. 2018/CE-I/CT/4, dated 17.10.2018 has advised that all contractors are required to upload details of their LOA's, engaged workmen, wage payment details, PF/ESI details, bonus details etc on monthly basis and also follow as above.

19. Performance Certificate:

After completion of the work every day as per scope of work a performance certificate is to be collected from SSE(MEMU) /Bhilai by contractor.

20. Medical Certificate of Fitness for Labour:

The contractor shall not employ a person below 18 years of age. For the purpose of execution of work/services under the contract, unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to each worker by a certifying surgeon certifying that she is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by her in this behalf and the person carries with her, while at work, a token giving a reference to such certificate as per GCC for Services-2018 of the Indian Railways (SSE/M/TRS/Bhilai may demand medical certificate of any staff at any time from contractor).

21. Place of work: MEMU Car Shed, Bhilai, South East Central Railway.

22. Completion Period:

Entire work should be completed within 36 (Thirty Six) months from the date of commencement of work.

TENDER NOTICE No.MEMU-BIA-26-27-Upper Gear-9

37
ADME(MEMU)

(41)

SSE(MEMU)

23 Gate Pass:

The contractor shall obtain the necessary Gate Pass/Entry Pass from the Railway authority prior to carrying out any repair, replacement, or maintenance activity inside the premises. All tools, equipment, spare parts, and personnel must be registered for Gate Pass clearance.

24 Police verification of Staff:

Contractors shall not deploy any employ or any person of bad character or any person whose antecedents have not been investigated by the police and shall issue an appointment certificate, which shall contain a photograph of the employee specifying the employee's name, father's name, address and the place at which employed, with his/her left/right hand thumb impression affixed thereon in printer's ink which he will carry with him/her while on duty. The expenses for such verification as necessary shall be borne by the contractor.

Police verification of the staff is to be submitted by the contractor.

23 General conditions of contract for Services of Indian Railway -January 2018 or latest will prevail wherever not specified otherwise.

वरिष्ठ मण्डल विद्युत अभियन्ता (क0 च0 स्टा0), भिलाई
(भारत के राष्ट्रपति के लिए तथा उनकी ओर से)

ADME (MEMU)

SSE (MEMU)