

SPECIAL CONDITIONS OF THE CONTRACT

- I. All the rules and conditions governed by Indian Railway standard General conditions of Contract APRIL'2022 with up-to-date correction slips will apply for this tender.**
- II. All the regulations, general obligations, all the special condition of contract mentioned in the tender document applicable for this tender.**

1. SPECIAL CONDITIONS OF THE CONTRACT

- 1.1 The Indian Railway Standard General Conditions of Contract i.e. IRSGCC- APRIL 2022 has been published. However, in tending bidders are requested to acquaint themselves with all the conditions of IRSGCC-2022 before participation in tender. Copy of IRSGCC-2022 can be downloaded from the DOCUMENTS attached along with this tender.
- 1.2 The following Special Conditions of Contract (SCC) are supplement to the Indian Railway Standard General Conditions of Contract, PART-II of IRSGCC-2022 read along with up to date correction slips. Where the provisions of Special Conditions of Contract (SCC) are at variance with the IRS General Conditions of Contract (IRSGCC-2022) including Correction Slips, these Special Conditions shall prevail.
- 1.3 The work shall be started by the firm immediately on receipt of the letter of acceptance and shall be completed as per completion period in NIT from the date of issue of letter of acceptance.

2.0 SCOPE OF WORK: :

(1)'PATHAKOTHA CHERUVU' station- S&T arrangements in connection with Common loop facilities for Up & Down Loop Lines at PLU.(2)'KONDAPURAM' station-S&T arrangements in connection with the provision of new cross over for Common loop facility to the existing Down loop line. (3) 'Tiruchanuru' station - S&T arrangements in connection with provision of New Trip shed.(4) ONTIMITTA (VNM) station: Signalling & Telecom arrangements in connection with proposed PQRS Siding.

- 3.0. Materials to be supplied by Railways required for installation at the stations will be made available to the tenderer at the Railway Stores Depot at concerned Section Engineer for station and they shall be transported to the place of work at the tenderers own cost.

The rates quoted by the tenderer/contractor in the schedule shall be inclusive of all the charges including labour, supply of minor items. No other charges shall be payable by the Railways.

4.0 WARRANTY PERIOD:

The warranty for this tender will be for a period of 12 months from the date of commissioning. Since the essence of the equipment being provided is the reliability & proneness for trouble free working at site, the Contractor shall confirm that in case the equipment provided do not meet the Railways requirement and end objective, they shall replace and take away the equipment at no cost to the Railways. Any payment done by Railways shall be refunded back.

5. COMPLETION PERIOD:

- a. Time is the essence of the contract. The tenderer shall complete the whole work **within 12 months** from the date of issue of the letter of acceptance. This period is inclusive of monsoons.

- b. The tenderer shall collect labor, tools etc., required to carrying out the work in 12 month's time from the date of issue of letter of acceptance and before the expiry of this preparation time of week days shall commence execution of the work at stations. This period of week days is included in the total period of 12 months prescribed for the completion of the work vide para (a) above.

On completion of all works at station by the tenderer/contractor and when the station is ready for commissioning, the tenderer shall give one week notice in writing to the railway engineer to take charge of the station, and only on receipt of such notice and on satisfaction that the station is complete in all respects, after proper testing, the railway engineer shall take over the installation at the station and commission the same after testing the equipment fully and satisfying himself that the same is fit to be commissioned. In case of defective installation rendering it unsafe for being commissioned, the railway engineer will advise the tenderer/contractor in writing giving the particulars of the defects for rectification.

6.0 PAYMENT

Mode of payment	
Supply Portion	<p>90% on supply and acceptance of the material at Railway Stores/Site, and 10% on commissioning.</p> <p>Payment will be made to the accepted value of materials on receipt of materials at nominated stores on production of Inspection Report of the materials by RDSO/ RITES/Railways representative (Consignee) as laid down in the inspection clause along with bill copy or delivery Challan /invoice from dealer/ manufacturing firm/seller.</p> <p>The contractor will have to furnish an indemnity bond in the prescribed form annexed hereto as 'INDEMINITY BOND' before the payment is claimed indemnifying the Railway Administration until completion of the work.</p>
Labour Portion	<p>(i) The contractor shall be entitled to be paid from time to time by way of "On Account Payments" only for such works as in the opinion of the Engineer he has executed in terms of the contract, provided that the work under each item is carried out to the specified standards. Payment will be made for completed certified portion of the work.</p> <p>(ii) Subsequent "On Account Payments" shall be made appropriate to the progress of works.</p> <p>All payments due on the Engineer's representative certificate of measurements shall be subject to any deductions, which may be under these provisions.</p>
Composite items in Labour	Where item in labour portion is included as a composite item like "Supply and laying etc., then 70% payment to the contractor/agency on supply and acceptance of material at Railway stores/site, 30% payment on installation of material and commissioning of station.

In case of any dispute in interpretation of Payment clauses, the decision of Railways is final and binding on the Tenderer.

7.0. TECHNICAL SPECIFICATION:

Supervising personnel as deemed necessary by the Railway will be posted at site of work and such personnel will give demonstration for installation of equipment for a station at a time and the tenderer/contractor has to carry out the work as per plans etc., supplied to him. The tenderer/contractor should give sufficient advance intimation of the commencement of a work at a particular station, so that the railway engineer can coordinate. The contractor should complete the work in a reasonable time as allowed, without causing much hindrance/disturbance to the trains working. The work shall be carried out according to the drawings issued by the Railway and shall conform to the provisions of the Telecom manual and schedule of dimensions unless deviations, if any, are specifically approved by the railway engineer. The tenderer shall be solely responsible for proper execution of the work as per the said drawings and specifications. The work should be executed as per the technical specifications given in the schedule. The tenderer shall carry out the work as per technical specifications offered and accepted by Railway. Non-compliance to any of the technical specification will tantamount to termination of contract and the Railway shall have the right to get the work executed by other agencies at full Risk and Cost of the tenderer as per clause 62 of the General Conditions of the Contract.

8.0 PVC CLAUSE: - NOT APPLICABLE.

9.0 SEIGNORAGE:

(i) Since the quantities of sand used in signal and telecom works are negligible, the same is normally sourced from secondary market. Hence seignorage charges need not be paid in such cases. But the contractor shall ensure that the person/agency from whom he is sourcing sand is legally paying the charges to state government.

(ii) Contractor has to pay the seignorage charges for the quantity of sand used in schedule of building portion of work as per extant rules.

10.0 Contractor to Arrange Supply of Electric Power for Works:

- (a) Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.
- (b) **Electric Supply from the Railway System:** The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.
- (c) **ELECTRICITY:** Since the power consumption for signal and telecom works is nominal for the purposes of Indoor work, soldering etc Railways will extend this facility wherever feasible free of cost to the contractor for the work. However Railways do not undertake the responsibility to ensure Electrical connection and / or Un-interrupted power supply. Contractor is required to make his own arrangements for electrical / generator supply to ensure smooth progress when Railways is unable to make arrangements for supply. The contractor shall make his own arrangements for arranging electric power supply, as may be required for the work. Railway may, however, assist in recommending his application to the electricity authority for the power supply. In case power supply is made available by

Railways, the contractor has to pay energy charges as per tariff prescribed by Railways.

- 11.0 (a) The contractor shall return any cut pieces of wire cables that may be left back and also any surplus materials from the work. They shall be handed over to the Railway at Railway's nominated Stores Depot through Signal Inspector in-charge of the work.
- (b) The contractor shall dispose off petty residual material used for packing and storing such as empty cement bags, empty cable drums, card boards and packing wood cases at no cost to Railways. No recoveries will be made from contractors towards these material.

12.0. **INSPECTION OF MATERIALS TO BE SUPPLIED BY THE CONTRACTOR**

Materials to be supplied by the contractor for use of the work shall be got inspected by the nominated inspecting authority of the Railway at site. The materials which are rejected by the Railway's Inspecting official shall be removed by the contractor forthwith from the railway premises. For purpose of inspection of the materials to be supplied by the contractor, the contractor shall give two weeks' notice to the nominated authority of the railway with a copy of the list of materials and quantity ready for inspection. The cost of inspection by the nominated authority of Railway will be to Railway account. In case of materials to be inspected by **RDSO/RITES, inspection charges should be paid to RDSO/RITES directly by contractor.** No stores shall be deemed to have been accepted on receipt until the nominated authority of the railway shall have certified in writing that the materials have been inspected and approved by them. After inspection of the materials by the railway's authorized official as stipulated in sub clause 25.1, the contractor shall take delivery of the materials originally supplied by him, as per his requirements, from time to time, for use and liable to render full account for all such materials used on this work. It shall be the responsibility of the contractor to keep in safe custody, any railway materials, plant or equipment issued for the work. The contractor shall, at his own expense provide suitable temporary shed/sheds for this purpose on the railway land made available by the railway free of rent and shall remove the shed/sheds when no longer required in terms of General Conditions of the contract. If due to any reason, the railway is not in a position to make available the railway land, the railway engineer in charge of the work may permit the contractor to erect his own cost shed/sheds or secure private accommodation outside the railway premises. In such a case, the contractor may be permitted to take the railway materials required for the work outside railway premises and to store in the shed so erected or private accommodation so secured. It shall be the responsibility of the contractor to keep the railway materials in safe custody and the same should be kept entirely separate from the contractor's materials and the railway shall have liberty to inspect the same from time to time.

Detailed Technical specifications

1.0 The Detailed technical specification contained herein shall be supplement to the General Conditions of the contract and special conditions of the contract. In the event of any conflict or inconsistency between them the detailed technical specification contained herein shall prevail. The standard General conditions of Tender shall use in connection with Civil Engineering works of South-Central Railway as amended from time to time will form part of this contract agreement and for all purposes be treated as if the same have been incorporated herein.

2.0 SCOPE OF WORK: As mentioned in “NIT Header”

The labour portion of the work should be carried out under the supervision of concerned SSE/Sig & Tele and officer in charge in their respective jurisdiction. They are responsible for measurements, to inspect and recording of work etc., accordingly. The contractor should report for work within seven days from the date of this letter and execute the work as per the execution of works at Para 19.3. Accepted Programme of Work of GCC, April, 2022. Progress of the work may be sent from time to time accordingly

3.0 Materials to be supplied by Railways required for installation at the stations will be made available to the tenderer at the Railway stores Depot at concerned Section Engineer for station and they shall be transported to the place of work at the tenderer's own cost.

The rates quoted by the tenderer/contractor in the schedule shall be inclusive of all the Charges including labour, supply of minor items. No other charges shall be payable by the Railways.

NOTE:-

- 1) The rates are inclusive of all the present and future applicable taxes.
- 2) Work should be completed within 12 months from the date of issue of letter of acceptance.
- 3) The contractor should supply the signaling materials to SSE/Sig/SRM/GTL with relevant inspection Certificate (Consignee inspection to be carried out by DSTE/SW/GTL) and Telecommunication material should be handed over to SSE/Tele/C/GTL with relevant inspection Certificate (Consignee inspection to be carried out by DSTE/M/GTL) as per schedule at the time of installation as required by the various items of the schedules, and the rates quoted by the tenderer should be inclusive of the cost of these materials & all taxes applicable.
- 4) Contractor has to ensure proper working/maintenance of the equipment for a period of 01 year for all items in the schedule from the date of commissioning or completion of work.**
- 5) All the above Item Descriptions are to be read in conjunction with the relevant Paras of Technical Specification enclosed in the Tender Document/ Contract Agreement.
- 6) Tender having counter conditions contrary to Railways requirements can vitiate the tender valuation process and are hence liable for outright rejection without assigning any reasons.

- 7) One graduate Engineer or Two Diploma holder Engineer's Qualified in Electronics/Electrical wing to be Engaged by the Contractor for more than Rs.2 Cr works & one Diploma Engineer's Qualified in Electronics/Electrical wing to be Engaged by the Contractor for less than Rs.2 Cr work. In case the contractor fails to employ the Qualified Engineers at site whenever required, shall be liable to pay an amount of Rs.25,000/- in case of each Qualified Diploma holder or Rs.40000/- in case of Graduate Engineer for each month of default or part thereof.
- 8) The contractor shall submit the copy of bio-data and Diploma/graduate certificates of the technical staff employed by him for the scrutiny by Railway and for the record.
- 9) **In case, submission of Bid Security in the form of Bank Guarantee, the original Bank Guarantee should be delivered/handed over in person to Ch.OS/OS/Tender in Sr.DSTE/O/GTL before closing date for submission of bids (i.e., excluding last date of submission of bids).**
- 10) **The work experience certificate shall be issued by an Officer not below the rank of JA Grade or Bill passing Officer in Railways and Bill passing Officer/Executive In-charge of work in other Govt./Govt. bodies/PSUs. The certificate should bear the signature and seal of the issuing officer, name of the department etc.**

4.0. MATERIALS TO BE SUPPLIED BY THE TENDERER:

The contractor should supply the signaling materials to SSE/Sig/SRM/GTL with relevant inspection Certificate (Consignee inspection to be carried out by DSTE/M/GTL) and Telecommunication material should be handed over to SSE/Tele/C/GTL with relevant inspection Certificate (Consignee inspection to be carried out by DSTE/M/GTL) as per schedule at the time of installation as required by the various items of the schedules, and the rates quoted by the tenderer should be inclusive of the cost of these materials & all taxes applicable.

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