

### General Condition

1. Supplier/contractor/firm/company of goods and /or services would be subject to GST act and rules as per applicable from time to time.
2. Sr.SE/E/G/ASN in- charge or Sr.SE/E/G/UDL in- charge or both ( as per scope of work) are the supervision in charge of the work & all the released materials if any must be returned to concern Sr.SE/E/G/ASN or Sr.SE/E/G/UDL store by firm's own cost.
3. Tools, testing equipments, transportation, loading & unloading is the firm's responsibility.
4. All material required during execution of work should be approved by Sr.DEE(G)/ASN or Sr. SE/Elect/G- the Supervision-in-charge of the work or authorized representative of Sr. SE/Elect/G before commencement of work.
5. Any damage caused to civil Engg. work during execution of work should be make good to the original form properly by the firm.
6. All the maintenance work to be done in presence of the respective supervisor. A joint test certificate in respect of the execution work should be submitted for the approval of the competent authority.
7. Any kind of conditional / item wise rebate / concession offered will not be considered. Only Un - conditional rebate / concession on total amount will be taken into account.
8. Any conditional offer will be summarily rejected. The deviation from conditioning of tender document will not be accepted.
9. No extension of time will be allowed for any reason what so ever except of Rly. clause.
10. If the contract value increases during execution of work by more than 25% of the original contract value an additional 5% PG for excess over contract value should be deposited by the contractor.
11. In terms of provisions of clause 26A.1 to the General Conditions of contract (GCC), contractor shall also employ following qualified Engineers during execution of the allotted work :
  - a) One Qualified Graduate Engineers when cost of work to be executed is Rs. 200Lakh and above, and
  - b) One Qualified Diploma Holder Engineers when cost of work to be executed is more than Rs 25lakh but less than Rs. 200Lakh.
12. Further in case the contractor fails to employ the Qualified Engineers, as aforesaid, in terms of provisions of clause 26A.2 to the General Conditions of contract, shall be liable to pay an amount of Rs.40,000/- & Rs. 25,000/- for each month or part thereof for the default period for the provisions respectively.
13. All the maintenance work should be specified separately & signed jointly. For this maintenance & repair contract a separate site register should be maintained & jointly signed by firm representative & Rly. representative for proper record. Format as per following,-

Sl No.	Description of the work	place	Date	Remarks	Sign of Firm/Contractor	Sign of JEE of respective area	Sign of SSE of Incharge work

14. The failure has to be attended within 12Hrs. as standard (or any specified time limit provided specially in tender document) after having intimation by contractor's own arrangement. A record to be maintained in this regard which must be signed jointly by firm representative & respective SSE/G. In all cases transportation arrangement is firms responsibility.

15. All the materials (if any) replace by the firm should be of original make & should be approved by competent authority before execution of the works.

16. Service Engineer during the visit will report on the performance or any other abnormality and inform parts requirement, shall also submit the report on work done and recommendations as well as spare parts offers to the concerned authority for procurement.
17. All items pertaining to execution of Electrical work should conform to relevant IS or equivalent International Standard.
18. All MS angle, channel, flat, clamp & nuts & bolts should be painted by 1 coat of red oxide before execution & 2 coats of aluminium paint.
19. Cable end box, metallic glands, & thimble, sockets etc. should be provided in any cabling work of suitable size. The firm & Railway supervision incharge make a layout drawing for the executed cable working & sign it jointly. A joint test for insulation resistance to be done for cable after execution of work
20. Top cover of the all wiring board should be pasted with gloss lamination of cream color.
21. No material (except specially mentioned) will be supplied by Rly. During quoting of rate, rate of all materials except Rly. Supplied materials should be considered.
22. All materials to be supplied by the contractor to Sr. Section Engineer Elect. / ASN, UDL store. (as decided by Rly. authority) & no transportation charges will be given for carrying the materials from ASN / UDL store to execution site.
23. All materials of LT Panel board / Junction Board/Location Box to be supplied by the firm & drawing of above should be approved by Sr. DEE (G) / DEE (G) / AEE (G).
24. 02 Nos. Key for HM tower/ Jn. Box / L. Box / Control panel should be supplied by the firm.
25. All internal connection of Location box should be done through suitable size S/C copper cable. The connections should be done through thimble / lugs / sockets with proper soldering.
26. GI pipe used for protection of cable on pole / wall / structure, earth pipe service pipe should be considered single length as mentioned in schedule, no joints will be acceptable.
27. Manufacturer test certificate for major supply item is required to be submit at the time of supply of material / materials.
28. Electrical Contractor License should be uploaded for execution the work otherwise bid will be rejected.
29. Firm should submit the drawing(related to work) before execution of work. Drawing should approved by competent authority(Rly.).
30. Numbering should done to every pole & service pipes with suitable paints. Number should have a clear view(with Black letter & yellow background).
31. Power cable route indicator should be provided at an interval not exceeding 200 M and also at turning points of the power cable route wherever practicable.(as per IS : 1255-1983)
32. 15 days/ Monthly plan of work shall be approve by AEE/Sr.DEE before execution of work, otherwise firm will not allow to do work. If any work, done without approval, whole responsibility will fix-up on tenderer.
33. One year guarantee to be implemented on the supply items and job, after completion of work. ( or as per scope of the work )
34. On emergency situation, firm has to work at other place/site of Asansol division(as decided by Railway authority)
35. There shall be no proportionate payment for cable laying at lesser depth than the specified in the tender schedule. The dispensation, if any, to be laid down to Sr.DEE/G.
36. In case of engagement of contact labour, the format should be filled up, given as
37. All LED luminaries should cover warranty of 60 (sixty) months from the date of commissioning or 72 (seventy two) months from the date of supply, whichever is earlier.
38. Details of works described in explanatory note attached.

39. Recommended ratings of MCB's should be as follows,-

<b>For AC</b>	1Ton-upto 1.5KW load	10A 'C' Series
	1.5Ton-upto 2.5KW load	16A 'C' Series
	2Ton-split unit upto 3.5KW load	20A 'C' Series
<b>For Refrigerator</b>	165 Liters	1.5A 'C' Series
	285 Liters	2A 'C' Series
	330 Liters	3A 'C' Series
<b>For Room/Water Heater</b>	1000 Watt	6A 'B' Series
	2000 Watt	10A 'B' Series
<b>For Geyser(storage instantaneous)</b>	1 KW	6A 'B' Series
	2 KW	10A 'B' Series
	3 KW	16A 'B' Series
	6 KW	32A 'B' Series
<b>For Photo Copier</b>	1500 Watt	10A 'B' Series
<b>For Mini Water Cooler/Water Filter</b>	500 Watt	3A 'C' Series
<b>For Colour TV</b>	100 Watt	1A 'B' Series
	300 Watt	2.5A 'B' Series

Recommended ratings of MCB's for AC Motor should be as follows,-

<b>For 1 Phase Motor(SP MCB)</b>	
0.125 HP	2A 'C' Series
0.25 HP	3A 'C' Series
0.33 HP	3A 'C' Series
0.5 HP	4/5A 'C' Series
0.75 HP	6A 'C' Series
1 HP	10A 'C' Series

<b>For 3 Phase Motor(TP MCB)</b>	
0.125 HP	0.5A 'C' Series
0.25 HP	1A 'C' Series
0.50 HP	1.3A 'C' Series
0.75 HP	1.6A 'C' Series
1 HP	2A 'C' Series
1.5 HP	3A 'C' Series
2 HP	1/5A 'C' Series
3 HP	5A 'C' Series
5 HP	7.5A 'C' Series
7.5 HP	16A 'C' Series
10 HP	16A 'C' Series
12.5 HP	20A 'C' Series
15 HP	20A 'C' Series
17.5 HP	25A 'C' Series
20 HP	32A 'C' Series
25 HP	40A 'C' Series

\* Bidder must follow Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017. The definition and calculation of local content in accordance with the Make in India policy as approved by PCEE/ER is 50% of Minimum Local Content (MLC).

40.(a) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that rates he enters in the tender forms are adequate and all inclusive to accord with the provision in clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(b) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act(SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit(ITC) likely to be availed by them is duly considered while quoting rates.

(c) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

(d) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

**41. Implementation of GST Act, 2017- Procedure for payment of Contractual bill vide  
Railway Board letter no 2016/CE-I/CT/12/GST/Pt.I Dated: 29/06/2017**

1. With GST act in force, it will be the responsibility of service providers (i.e. contractors) to submit the invoice (bill) duly segregating the GST component from the gross amount of work executed.

(A) (i) All works contracts are to be provided with goods/service code based on the type of contract. In case contract consists of both goods & service, then interpretation regarding nature of contract shall be done as per clause 8, Chapter III of CGST Act, 2017. The goods /service code is notified by Ministry of Finance and can be downloaded from the website [www.cbec.gov.in](http://www.cbec.gov.in).

(ii) The 'on account / final contract certificate' shall be prepared by the Railway on the basis of quantity of work executed and agreemental rates, duly segregating the GST component as detailed in para (iii) below.

(iii) Since the agreemental rates of contracts are inclusive of all taxes as per clause 37 of GCC-2020, the calculation of 'Gross amount of work executed', 'Amount of work executed excluding GST amount' and 'GST amount' in the 'on account / final contract certificate' shall be done as under:

Let  $Z$  = Gross amount of work executed on the basis of quantum of work executed and agreemental rates.

$X$  = Amount of work executed excluding GST amount.

$Y$  = GST amount as per applicable GST rate for that goods/service code.

$R$  = Percentage rate of GST for that goods/service code

Then,  $Z=X+Y$ ,  $Y= X*R/100$ .

(iv) Percentage rate of GST for various types of goods/service as finalised by GST council can be downloaded from the website [www.cbec.gov.in](http://www.cbec.gov.in).

(B) (i) Once the 'on account / final contract certificate' is prepared by railway and communicated to contractor, the contractor shall submit invoice (bill) on his Letter head duly segregating the 'Amount of work executed excluding GST amount' and 'GST amount' (i.e. "X" & "Y" as mentioned in para 3(A)(iii) above) along with invoice no. (bill No.) and all other details required under GST act. The sample GST compliant invoice is annexed herewith.

(ii) In case contractor is liable to be registered under GST Act, Railway shall pay to the contractor 'Gross amount of work executed' (i.e. "Z" as mentioned in para 3A (iii) above) duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc. As applicable. Contractor shall be liable to pay 'GST amount' to respective authority himself. Whereas, Railway shall deposit all other taxes deducted to concerned authority as is being done presently.

(iii) In case contractor is not liable to be registered under GST Act, contractor shall be paid "Amount of work executed excluding GST amount" (i.e. "X" as mentioned in para 3A (iii) above) duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc. As applicable. Railway shall deposit 'GST amount' as well as all other taxes deducted to concerned authority.

(iv) In case any need arises to modify the invoice (Bill) due to any reason, contractor shall submit amended fresh invoice for processing the payment.

42. Contractor should register their firm with EPFO & follow the regulation of EPF & miscellaneous provision act 1952.

43. Contractor should abide by and comply with the provision of contract labour (regulation & abolition) act 1976 and contract labour rule 1971.



Information related to 'Compliance to Statutory requirements by the Railways in engagement of Contract Labour to be furnished to audit in respect of each contract .

Reg: Licencing of work (Annex-I)

1. Name of Principal Employer
2. Work order I Contract No.
3. Reference of work and place
4. Name of the contractor
5. License obtained for the work (yes/no)
6. If so, whether obtained before commencement of work
7. Date of commencement of work
8. Date of completion of work
9. Delay in obtaining license
10. No. of labour for which license obtained
11. No. of labour engaged in the work
12. Excess labour engaged
13. Copy of license displayed (yes/no)
14. License renewed periodically (Yes/No)
15. Notice relating to contract labour displayed at work premises

Reg: Maintenance o(Registers/Records (Annex - II)

16. Records/Register maintained by Principal employer
17. Records/Register maintained by Contractor
18. Whether preservation period adhered in completed contracts (Yes/No)

Reg: Maintenance of Registers by Employer(Annex - III)

19. Whether computation of the Allocable Surplus register maintained in prescribed Form-A
20. Whether set-on & set-off of allocable surplus register maintained in prescribed Form-B
21. Whether Bonus due/paid to employees register maintained in prescribed Form-C2

Reg: Details of payment of wages(Annex - IV)

22. No of labour deployed for execution of the work
23. Payment to be made at the rate of minimum wages\*
24. Rate of actual payment made
25. Short payment in terms of rate
26. Total amount of short payment (No. of labour\*Col 5)
27. Whether Railway administration deducted and paid the short payment to the contract labourers.
28. Whether payment made in the presence of Principal employer
29. Payment made through Bank or in Cash

Reg: Details of eligibility of payment of bonus (Annex -11)

30. No. of employees engaged by employer in the establishment
31. Date and Registration No. of Establishment
32. Whether establishment I employer derives profit within the first five accounting year
33. If yes, whether payment of bonus was-made in the following year
34. Whether bonus was paid to employees after working for more than 30 days in an accounting year.

Reg: Particulars of payment of Bonus (Annex - VI)

35. Whether establishment is older than five years according to registration
36. If yes, whether Bonus paid to employees irrespective of profit
37. Wages admissible to workers for accounting year
38. Amount of Bonus paid
39. Amount of Bonus to be paid @8.33% of the wages for that accounting year
40. Less paid (if any)
41. Month of payment of Bonus
42. Delay in days

Reg: Particulars of weekly rest to Contract Labour (Annex - VII)

43. Name of Labourer
44. Number of Weekly rest days not allowed .
45. Number of Weekly rest days allowed
46. Amount of wages at double rate of Minimum wage rate due for not allowed weekly rest Days.
47. Actual Payment of wages made by the contractor.
48. Short Payment (col.8 - col.9)

Reg: Particulars of monthly payment of wages (Annex - VII-A)

- 49. No. of Labour for which payment made
- 50. No. of days worked
- 51. Actual payment made
- 52. Payment to be made for 30 days
- 53. Less Payment

Reg: Particulars of payment of wages in excess of normal working hours(Annex- VII-B)

- 54. No. of Labour
- 55. No. of hours worked/day
- 56. Actual payment made
- 57. Payment to be made in excess of 9 hours/day at rate of double the minimum wages
- 58. Short Payment

Reg: Details of provision of basic welfare amenities (Annex- VIII)

- 59. Whether amenities required to be provided a. Canteen b. Restroom
- 60. If yes, whether provided by contractor
- 61. If no, whether provided by contractor
- 62. Whether drinking water, urinals etc. provided by Contractor or Principal employer
- 63. If provided by Principal employer whether cost recovered from contractor

Reg: Submission of returns by Railway to Labour Office (Annex -IX)

- 64. Date of submission
- 65. Delay in submission beyond 15 days
- 66. Jurisdiction of the concerned labour commissioner

Reg: Details of submission of Annual Returns (Annex -X)

- 67. Name of the employer
- 68. Month & date of payment of bonus
- 69. Whether annual return prepared in prescribed Form-D
- 70. If yes, month & date of submission of annual return

Reg: Particulars of deduction of Provident Fund (Annex - XI)

- 71. No. of labour engaged in the work
- 72. No. of labour for which subscription made
- 73. Deduction of Provident Fund
- 74. Whether deducted contribution deposited to EPFO
- 75. If not, whether railway remitted the same



Reg: Details of registration under ESI Act (Annex -XII/)

- 76. Name of employer/ establishment
- 77. Whether establishment registered under ESI Act (YIN)
- 78. If 'Y' date and Registration No. of Establishment under ESI Act
- 79. No. of employees engaged by employer in the establishment
- 80. No. of employees covered under ESI

Reg: Particulars of contribution under ES/ Scheme (Annex-XIII/)

- 81. Month
- 82. Whether employer deducted the contribution from the wages of Employees(YIN)
- 83. If 'Y', Name and Wages paid to the employees
- 84. Amount of deduction
- 85. Variation with prescribed rate i.e. 1.75% of wages
- 86. Contribution of Employer i.e. 4.75% of wages - .
- 87. Variation with employer contribution with prescribed rate

Reg: Particulars of contribution under ES/ Scheme deposited with the Corporation (Annex-XIII-A)

- 88. Month
- 89. Amount of Employee's contribution
- 90. Amount of Employer's contribution
- 91. Total contribution paid to the Corporation (Col 5+Col 6)
- 92. Date of payment
- 93. Delay in payment beyond 21st of following month
- 94. If delayed, whether interest paid@ 12% per annum (Y/N)

Reg: Particular of maintenance of Registers by Employer (Annex -XIV)

- 95. Whether employees register is maintained with their ESI No.
- 96. Whether Medical card issued to employees covered under ESI scheme (Y/N)
- 97. Whether copies of Challan/statement kept on record

Reg: Particulrs of cases of payment under Workmen Compensation Act (Annex'-XV)

- 98. Name of contract labour injured/deceased, if any, in work premises
- 99. Payment of compensation made by Contractor or Principal Employer
- 100. If payment made by Principal Employer, whether amount recovered from contractor.

**ANNEXURE B**

1. Supplier Name :
2. Supplier GSTIN :
3. Invoice No. :
4. Invoice Issue Date :
5. Total Value :
6. Taxable Value :
7. Goods A/c HSN, Service Accounting Code :
8. Goods and Services Description :
9. Unit Qty Code :
10. Quantity :
11. Rate :
12. Whether eligible for ITC – Partial / Full / Nil.
13. IGST Rate :
14. IGST Charged Amt :
15. CGST Rate :
16. CGST Charged Amt. :
17. SGST/ UGST Rate :
18. SGST Charged Amt.:
19. Cess Rate :
20. Cess Charged Amount :
21. Name/ Recipient of Service/Goos :
22. Place of Supply :
23. Recipient GSTIN :
24. Tax Payable On Reverse Charge Basis (Y/N) :
25. TDS :

**SYSTEM OF VERIFICATION OF TENDERER'S CREDENTIALS**

- 1) The tenderer shall submit along with the tender document, documents in support of his / their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of documents / certificates in support of credentials, submitted by the tenderer shall be self – attested / digitally by signed the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page).
- 2) The tenderers shall submit ***Annexure V*** as GCC-April'2022 or latest GCC.

Note:

- a) *The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway there under*
- b) *In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD). Performance Guarantee(PG) and security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 5(five) years.*