

PRELIMINARY CONDITION

Name of the Work : **Asansol Division: Provision of Automatic block signalling in Andal- Sitarampur section on HDN route of Howrah-Delhi(Phase-II).(Balance Work)**

- i. **Sr. SE/E/G/ ASN & UDL** who is the Supervision-in-charge of the work. Day to day work will be looked after by sectional SSE/JEE of Railway. All the released materials must be returned to concern store. It is essential that the contractor must submit to the Supervision In-charge of the work, the details of workmen under him for execution of the contract before undertaking the work.
- ii. Fortnightly/Monthly plan of work progress shall be approved by **Sr.DEE(G) / AEE(G)** before execution of the work, which should be adhered by the contractor.
- iii. A joint report is to be made and submitted by the Supervision-in-charges of the respective works and the firm's representative for completion of the scheduled work. After receiving the LOA, a site register should be maintained for day-to-day progress, which should be signed by the concern SSE/JE and the contractor or its representative.
- iv. Defect arises and its attention should also be recorded in similar fashion. Rectify the defects of executed job within stipulated time as per Railway from the time of intimation within the guarantee period by the firm.
- v. For timely attention of defect arise, supplier / contractor may keep some spare in the custody of concerned SSE or his authorized representative with proper records.
- vi. For the defects arise, decision of the Railway Administration will be final for the change of defective materials installed by the contractor/supplier.
- vii. Material supplied should be as per the description, scope and specification in the tender document.
- viii. Manufacturers test certificate for the different test carried out should be submitted by the tenderer.
- ix. **The eligible Contractor must furnish the detail of all materials of the work schedule which is proposed to be supplied or used inevitably got approved from 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. Decision of Railway administration over the standardisation of the job & make of all the material for the items of work schedule will be final.**
- x. Samples of materials, if any, as per list enclosed must be submitted and got to be approved by Rly. before execution of work.
- xi. Released or dismantled materials, if any must be returned to as per advised of authorized representative of Sr. SE/Elect/G of Railway at firm own cost. A record is to be made in this regard which must be signed jointly by firm's representative and respective In- charge of the work. In all cases transportation arrangement is firm responsibility.
- xii. You must guarantee that all the materials supplied and erected as per Specifications, shall be free from all defects and faults, workmanship shall be of highest grade.
- xiii. The contractor shall depute professionally trained & skilled staff for execution of the work.
- xiv. Tools, testing equipment , transportation ,loading & unloading etc. are the Firm's responsibility.
- xv. Firm has to complete all the work as per the site requirement.
- xvi. During execution of work, any damage caused to Civil Engg. portion of Rly. must be re-conditioned by Contractor.
- xvii. Drawing, as per Scope of the Work must be got approved before inspection & supply of items.
- xviii. 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 Engineer when cost of work to be executed is Rs.200 Lac and above, and
 - b) One qualified Diploma Holder Engineer when cost of work to be executed is more than Rs.25 Lac, but less than Rs. 200 Lac.Further, in case the contractor fails to employ the qualified Engineer, 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/- and Rs.25,000/- for each month or part thereof for the default period for the provisions respectively.
- xix. BIS (BureauOf Indian Standards) Certification is required as applicable.
- xx. Joint Inspection Note' between the contractor and concerned Depot Incharge / nominated Railway officials against each location after execution of work should be done invariably.
- xxi. Any other work not mentioned in the scope of work but essential for completion of the work shall be deemed to be included in the scope of work as per requirement of the site & and shall be done by the contractor as per approval of competent higher authority.
- xxii. All labour, tools, plants, and consumables will be supplied by the contractor at his own cost including their transportation to site & from site, complete in all respect.
- xxiii. It is responsibility of the tenderer to be familiar with the Tender Document, Indian Railway GCC April 2022 with Advance /Latest correction slips issued by Railway Board for all rules & regulations.

GST: GST has already been implemented by Govt. of India w.e.f. 01.07.2017. So tax will be Governed by GST act as per prevalent rule.

INSPECTION OF SITE: The tenderer is advised to examine the areas to be covered under the scope of the work, so that the tenderer can have a clear concept of sites for meeting the requirements. Place, time, and quantity may be changed at the time of execution of the work as per prevailing site condition. Tenderer shall contact **Sr. SE/Elect/G/ASN & UDL** for visiting the site.

SPECIFICATIONS: The above schedule is indicative in nature. However, work may be in line of relevant RDSO's or IS or PCEE/ER's specification & design, **Electrical General Service Manual ,Volume-I (Power Supply) & latest** or OEM Standardisation or equivalent international standard for detail technical specification and all other clauses, terms & conditions for design, manufacture, testing, supply, installation and commissioning followed by statutory rules and common prudence and shall confirm to the rules & regulations of Railways. **The decision of Railway Administration over the standardisation & make for execution of the work will be final.**

PUBLIC PROCUREMENT POLICY (MAKE IN INDIA): 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).

EXECUTION OF CONTRACT DOCUMENT:

The Tenderer whose tender is accepted shall be required to appear in person at the office of Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security/Earnest Money and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

FINAL ACCEPTANCE:

The final acceptance of the entire work shall be taken with effect from the date of expiry of the warranty period, provided the performance of the entire job is found satisfactory as per Railway side.

ERECTION & MAINTENANCE:

The erection / maintenance of all equipment according to the specification will be done by the contractor at his cost . For this purpose, the contractor shall place and keep on the works at all times efficient & competent representative to give the necessary directives to his workman and labour, about the execution of the works. The said representative shall be present at site during working hours and written order and instructions, which Railways may give to the said representative of the Contractor, shall be deemed to have been duly given or communicated to the contractor.

TOOLS etc. FOR INSTALLATION:

Tools, plants, instruments, gauges and other facilities etc. required for installation, maintenance testing and commissioning as per tender specification shall be provided by the contractor at his cost. The contractor shall bring only those materials, tools, and plants and other accessories to the site of work, which is to be used in connection with the contract. The contractor may store such materials, tools and plants etc. at the site. All these expenses connected with the strong and safe custody of the materials etc. shall however be incurred by the contractor. The purchaser or the administration shall not be responsible if any loss, damage or deterioration of the contractor's materials supplied at site and / or installed at site / by whatsoever' reason it may be until and unless the same are duly handed over to the Railways representative.

DAMAGE OF RAILWAY PROPERTY:

i. The contractor shall be responsible for any damage or loss to Railway property during execution of work. The contractor shall make good such damage or loss to entire satisfaction of Railways within a reasonable time as agreed to by Railways. Otherwise all costs, damage or expenses which the Railways may incur, for which under the terms of contract, the contractor is liable, may be either deducted by the Railways at his discretion from any money due or to become due or refundable by the Railways to the contractor under the contract or may be recovered by action of law or otherwise from the contractor. The Railways reserves the right and shall be entitled to retain payments due to the contractor under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction whatever with the contractor.

ii. The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs or damages or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

ELECTRIC SUPPLY FROM RAILWAY SYSTEM:

The Railway may supply to the contract or part or whole of the electric power wherever available and possible, required for execution of works from the Railway' existing electric supply system at or near the site of works on specified terms and condition and such charges as shall be determined by the

Railway and payable by the contractor provided the cost of arranging necessary connection to the Railway's electric supply system and laying of underground /overhead conductor, circuit protection ,electric power meters, 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.

SAFETY MEASURE:

- i. The contractor shall take all precautionary safety measures in order to ensure the protection of his own personnel's and other moving about or working on the Railways premises observing statutory rules and common prudence and shall confirm to the rules & regulations of Railways.
- ii. The contractors shall ensure that unauthorized, careless and inadvertent operation of installed equipment, which may result in accident to staff and or damage to equipment, does not occur.
- iii. All statutory safety norms as per IS/RDSO/ OEM standardisation must be followed for commissioning all electrical equipment.
- iv. The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.
- v. Staffs under the contractor must be carrying photo identity proof and work permission certificate Signed by concern SSE(G) with them at the working place. Otherwise a suitable penalty as decided by the competent authority can be levied.
- vi) The contractor must abide by and comply with the provision of contract labour (Regulation and Abolition Act, 1970) and Central Rules, 1971 and as revised time to time.
- vii) Safety of contractor's labour while working should be ensured by the contractor.

RAILWAY PASSES:

No free railway passes/ travelling facility/ accommodation/food shall be issued by the Railway to the Contractor or any of his employee / worker.

ASSIGNMENT OR SUBLETTING OF CONTRACT:

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. In case Contractor intends to subcontract part of work, relevant GCC clause may be referred.

GUARANTEE / WARRANTY:

All equipments supplied should have the Guarantee / Warranty as per the concerned Specification / Modification Sheet or as per concerned Manufacturer's Guarantee / Warranty clause or one year from the date of fitment whichever is more. The equipment shall be warranted for satisfactory performance for a period as mentioned in Tender documents or as per Railway. The equipment found defective/failed within the above warranty period shall be replaced or repaired by the firm free of cost within stipulated time specified by higher authority from Railway. **The decision of Railway Administration over the matter will be final.**

DOCUMENTATION:

Detailed technical manuals, handbooks, warranty card and factory quality assurance checklist, test results and any other certifications, if any, shall be supplied along with the consignment.

Supplied manuals/handbooks must cover detailed technical specifications and installation, operation, maintenance and system safety procedures.

The receipts for taxes paid, if any, for the supplied equipment should also be submitted.

Any other relevant documents, instruction manual, specifications or data necessary for satisfactory installation, operation and maintenance to be submitted as & when required.

DRAWINGS, DATA AND MANUALS:

General Arrangement Drawing, Foundation Drawing, Structural Drawing or any other required drawing (if any) must be got approved by Sr. DEE/G/ASN or AEE/G/ASN before inspection & supply of items. These Drawings should have proper spaces for signature of checking authority & approval authority.

INSPECTION:-

1. Supply items (likes P&M items, Luminaries and any special items included in LOA having bid value more than Rs. 5,00,000/- should be inspected / tested by RITES (as per Railway Board's Circular) with firm cost at manufacturer's premises / site as decided by Railway.
- 2 Material supplied should be as per the description, scope and specification in the tender document. Contractor will intimate in advance for readiness of materials for inspection.
- 3 Manufacturers test certificates for the different test carried out should be submitted by the tenderer.

The decision of Railway Administration for inspection of supply items by RITES / Consignee by firm own cost over the matter will be final.

PAYMENT TERMS:-

Subject to any deduction or recoveries which the Rly. Administration may be entitled to make under the contract, the Contractor shall unless otherwise agreed to, be entitled to get the payments according to condition stipulated below:-

Only Supply portion:- On account payment of materials will be made to the extent of 90% of the total unit prices of such materials included in the Schedule of works, on receipt of the materials included in the Schedule of works & on receipt of the materials in good condition at site. 10% would be retained as retention money, which would be released in Final payment. All invoices shall be accompanied by following :-

- i) Suppliers Challan.
- ii) Inspection Certificate granted by the Rly. Administration's representative or Rly./Govt. authorize inspection authorities.
- iii) Execution of indemnity Bond,
Any other document/certificates as mentioned in the tender document.
- iv) Detailed entries for supply being made in the measurement book.

Only Erection portion:- On account payment will be made to the extent of 90% of the total unit prices of erection , testing and commissioning included in the schedule of works on satisfactory erection, duly certified by Railway Administration's representative and as recorded in the measurement book. 10% would be retained as retention money, which would be released in Final payment.

Supply, Fixing, Installation, Erection & Commissioning Portion: Subject to any deductions or recoveries which the Sr. Divl. Elect. Engineer (G), Asansol may be entitled to make under the contract or any other contract, the contractor shall unless otherwise agreed to be entitled to get the following payment.

- a.) 60% payment shall be made after supply of materials only in case the schedule item describes supply with fixing / installation / connection / commissioning etc.
- b.) 30% payment shall be made after completion of particular schedule i.e., fixing / installation / connection / commissioning etc. work for which 60% payment has been made earlier.

Final payment of the balance 10% of supply and erection portion will be made after completion of the entire work in full and in all respect subject to compliance of the following:

- i) This payment will commence only when all on account payment made vide above paras are completed and wiped off.
- ii) No claim certificate in favour of Eastern Railway is issued by the Contractor

NOTE:-

These technical details / general specifications are indicative only. In case of any ambiguity in the General specification or Technical Details it may be collected from Sr. DEE (G)/Asansol's office if required. All items pertaining to Electrical should confirm to relevant IS or equivalent international standard. Any deviation must be got approved by Sr.DEE/G/ASN.

Any typographical error shall not be construed to be benefit of the Contractor; In all cases the interpretation and decision of Sr.DEE/G/ASN shall be final and binding upon the contractor.

The Rly. Admn. reserves the right to reject/cancel tender at any time without assigning any reasons or whatsoever.

The issues not covered under these tender documents shall be governed by General Conditions of Contract April-2022, or its time to time latest amendments if any, Railway Board Circular or its latest amendments & Letters issued in Zonal PHOD.

**Sr. Divl. Electrical Engineer (Genl.)
Eastern Railway, Asansol**