

Special Terms & Conditions

Special conditions as per attached sheet shall apply (Special works).

1. The whole of the work shall be executed in conformity with the Indian Railways Standard General Conditions of Contract, April 2022 and N. E. Railway's Standard Specification of the material and work, all corrected up-to-date, in conjunction with special conditions mentioned below and in the event of any conflict or contradiction between the provision of special conditions and General Condition of Contract 2022 and N. E. Railway's Standard Specification, the special conditions given here-under shall prevail. The decision of the Engineer in this connection will be final and binding on the contractor.
2. The contract shall not be vitiated by any error of any kind in the surveys, information, specifications, drawings or schedule of quantities. It is further provided that any drawings or schedule of quantities that will be supplied will represent the nature of work to be executed and do not necessarily represent as they will actually be executed from time to time as required.
3. All the materials which are to be used/supplied by the contractors must be approved by the Engineer in charge or his representative prior to use. Decision of Engineer in charge will be final and binding.
4. The rates are inclusive of all taxes legally leviable and any other local taxes, license fees and royalty charges if any.
5. The quantities indicated in the 'tender schedule' are approximate and are as a guide to the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or includes any of the quantities given therein. The contractor(s) shall have no additional claim whatsoever in the event of any variation in face value on this account to the extent of 25%.
6. Supply of materials by the Rly will be confined only to the materials specifically mentioned in the applicable items of the schedule. All other materials required for the work must be supplied by the Contractor. Tools and plants, and other accessories / equipments viz. Megger, Earth tester, voltmeter, Ammeter & other testing equipment etc. will be supplied by the contractor unless otherwise stated specifically.
7. Arbitration Clause- In the event of any disputes or differences between the parties arising under this contract or in connection with this contract, the same shall be referred to the sole arbitration of General Manager of N. E. Railway, Gorakhpur or any Gazetted Railway Officer nominated by him. The provision mentioned in clauses of GCC 2022 shall be applicable to this arbitration clause, subject to provisions contained in the Arbitration and conciliation Act 1996 or latest and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
8. **Variation in Contract Quantities to Indian Railways Standard General Condition of Contract, 2022 or latest.**
Any variation will be done as per letter mentioned above and as per Indian Railway MSOP-2018 and latest amendments thereto.
9. Stamp fee as prescribed under various provisions under Indian Stamp Act shall be borne by the contractor. Ensuring the genuineness of stamp papers, stamps being utilized by the contractor will be the responsibility of the contractor. Stamp papers/stamps should be preferably purchased only from State Treasury.

10. LIQUIDATED DAMAGE

Compensation for any delay in completion of work due to reason solely attributable to the contractor(s) shall be recovered from them as per relevant clauses of GCC 2022 or latest amendment thereto.

11. **METRIC UNIT**- Dimensions, volumes, weights etc should be quoted in Metric Units.

12. INSPECTION OF THE MATERIAL

The Inspection of the schedule item no. 01 (Compact Sub Station) shall be done by M/s RITES as per relevant IS/IEC specifications, before supply and installation of the material.

Inspection of the rest of the material is to be carried out by the authorized representative of the Dy. CEE/Colony, before supply and installation of the material.

13. COMMISSIONING TESTS

As soon as the installations are ready for commissioning/energization, the contractor shall arrange for all the tests/Inspections as required by the relevant IS and/ or IE rules and advise the Railways.

14. PRICE AND PAYMENTS

80% of the item price (Material cost) shall be paid on receipt of material in Railway custody after successful inspection. If for any item of work, price of material and erection is not separately available, 80% of the cost of item of work will be considered as material cost. Accordingly, in such case 80% of 80% of item cost i.e 64% of item cost will be paid on receipt of material. Further, payment of material and erection cost to cover 90% of the cost of item of work shall be made on successful testing and commissioning of installation. Balance 10% payment shall be released after successful commissioning and on issue of provisional acceptance certificate issued by Competent Authority.

15. GUARANTEE:-

The executed work/material shall carry a guarantee for satisfactory performance for a period of **twelve months** from the date of completion of work by the contractor except CSS. **The CSS (Compact Sub Station) including Transformer, CSS equipments, HT switchgears & LT Switchgears and all associated equipments shall have replacement warranty for satisfactory performance and manufacturing defects for a period of 24 months from the date of commissioning or 30 months from the date of supply whichever is earlier.** The contractor shall make good and remedy at his own expenses, within such period as may be stipulated by the Engineer, any defect which may develop and intimation of which has been sent to the contractor (within seven days of the expiry of the said period) by letter by hand delivery/Registered Post/WhatsApp/SMS/E-Mail. In case the contractor fails to make adequate arrangements to rectify the defects within seven days of receipt of such notices, the Engineer may without further notice make his own arrangements to rectify the defects and the cost of such rectification shall be recovered from the security deposit of the contractor.

**Dy.CEE/Colony
N.E. Railway, Gorakhpur**