

**North Central Railway
Office of Sr. Divisional Signal & Telecom. Engineer
Prayagraj-211001**

Chapter-I

INSTRUCTIONS TO TENDERERS FOR e-Tender

GENERAL

E-tender have been invited for and on behalf of the President of India through **website www.ireps.gov.in** for the work mentioned against the tender notice number available in the website. Tenderers are to bid online only in the above mentioned website. All Mandatory fields marked with (*) have to be filled in by the tenderer. No Manual offer is acceptable against this tender no. and tender. No Tender document in hard copy will be sold against this tender no. Please read the Instructions to Tenderers for e- tendering, General Conditions of Contract, Special Condition of Contract before filling the e-tender online.

E-Tender forms are not transferable and the same is to be submitted with digital signature by personnel already registered with the site.

The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and laid down documents referred in para 2 above as well as Schedule of Tender, General and Special Conditions.

The tender offer complete in all respect and with all documents is to be submitted online by e-tendering process through the **website www.ireps.gov.in** before the closing time/date of this tender as mentioned in the NIT (Notice Inviting Tender). Tenderer can revise the bids any number of times till the closing time/date of the tender. No manual offers shall be accepted. Some documents may be submitted manually to concerned Officer and Office as mentioned specifically.

The Railway may, of its own or in response to any clarification requested/suggested by any person including that from the tenderer, may modify this tender document at its sole discretion 15 days before the due date of opening of the tender as corrigendum.

Corrigendum as required may be issued up to 15 days prior to the closing of the tender.

These corrigenda of this tender, if any, as issued time to time will be available on website at least 15 days in advance of closing of tender. The tenderers are requested to check the website before submitting their offer whether any such corrigendum to the tender has been issued or not and revise the offer if required accordingly.

This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender), General Conditions of the Tender, Special conditions of the tender, Specifications of the works & various Annexures etc. All the above mentioned documents taken together if not scored off, shall constitute the complete tender document hereafter referred to as "Tender Document" & have to be read together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.

The Railway and the website will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled in correctly and unambiguously for each item. No claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderers are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.

In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of IREPS portal who will render all help and assistance related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e-tender online for the reasons related to the website and portal or server etc. beyond the control of railways.

Railway and the IREPS website will not take the responsibility for any online payment made by the tenderer and debited from his/their account towards the tender cost or Bid Security due to wrong or manipulation of the menus or any reasons related with the IT or found unsuitable for the tender etc. Railway and

IREPS website will not entertain any claim in this regard or refund the paid amount.

All documents uploaded or information furnished in the website are digitally signed by the competent authority.

This tender document includes many chapters /items /Conditions /Instructions like as Undertakings, Technical Compliance, Commercial compliance, standard Technical Criteria, Standard Financial Criteria, Similar Nature of Work, General Instructions to Tenderers for e- tendering, Special Conditions of Contract-General and list documents to be uploaded and deposited, Notice Inviting Tender (NIT), Tender Form, Special Condition of Work are available in the IREPS portal and all the items including all other documents referred to herein, if not scored off, shall constitute integral part of this tender document and shall be read and acted upon together. No part of this tender document shall be read, relied and/or acted upon in isolation.

The **General Conditions of Contract (GCC) 2022 or latest edition** with all correction slips issued time to time and up-to-date, hereinafter referred to as '**GCC**' for the purpose of general condition of contract and latest policy letter of Railway Board.

Contractor: Tenderer, whose tender is accepted by the Railway, shall thereafter be referred to as 'contractor' and shall mean the person/ firm/ cooperative society or company, whether incorporated or not, who enters into contract with the Railway and shall include his executor, administrator, successor and permitted assignee. This tender document of the successful tenderer shall form part of contract agreement between the contractor and the Railway after acceptance thereof by the Railway.

Singular and Plural: Words importing singular number shall also include plural and vice versa where the context requires in this tender document and vice versa.

TENDERER'S POSTAL ADDRESS

Address of tenderer: The address, email Id and Mobile phone, other phone nos. and other details given in the portal while registering will be considered as official address and all correspondences to the tenderer will be made in these registered modes.

All communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. Important documents shall be sent by Registered Post. However, an undertaking has to be given in the enclosed annexure by uploading a scanned copy of duly filled in form in the portal.

Change of address: Tenderer shall keep the Railway informed of changes in the postal address at all times in his own interest.

4.0 COST OF TENDER DOCUMENT AND BID SECURITY DEPOSIT AND MODE OF PAYMENT:

The Cost of Tender Document and Bid Security Deposit are to be Paid On line through IREPS portal by net banking /online banking/ Debit card/ credit card as per options available in website.

5.0 INCONSISTENCY BETWEEN THE DOCUMENTS

The GCC shall be read with all correction slips issued thereto from time to time and shall form integral part of this tender document. However, in case of any inconsistency and contradictions between the same and the special conditions and specifications laid in various chapters of this tender document, the later shall prevail.

6.0 SCOPE OF THE TENDER

E-Tenders have been invited for and on behalf of the President of India for the work, scope of which has been described in the Notice inviting Tender (NIT) and Schedule of work in the website of IREPS. Above scope of the work is indicative only. The tenderer is advised to visit the site of the work and acquaint himself with the site conditions, expected scope and quantum of works involved in his own interest.

7.0 COST OF THE WORK

The cost of work has been detailed in the NIT (Notice Inviting Tender) available online in the website only. Such cost is approximate and is meant only for the guidance of the tenderer.

8.0 THE SCHEDULE OF WORKS

The Schedules of Works is also available separately in the website online and Rates are to be quoted online and submitted online duly signed digitally.

9.0 INSPECTION OF DATA

Drawings for the work can be seen in the office inviting this tender on any working day during working hours are they are uploaded as part of tender on website also. The drawings are only for the guidance of tenderers. Detailed working drawings, if required based on the drawings mentioned above, will be given by the Engineer or his representative from time to time.

10.0 INSPECTION OF SITE

Before submitting tender, tenderer will be deemed to have satisfied himself, by actual inspection of the site and locality of the work, that all conditions liable to be encountered during execution of the work are taken into account and that the rates, he enters in this tender document, are adequate and all-inclusive to accord with the provisions in the GCC for completion of the works to the satisfaction of the Railway.

SUBMISSION OF TENDER

Tender must be submitted online through the website www.ireps.gov.in on and before the time and date specified in NIT for closing. No manual offers shall be received for this tender.

The requisite Bid Security as per NIT should be submitted with the tender in any forms as specified in GCC.

OPENING OF TENDER

Opening of e-tender online: -The e-tenders will be opened online using the IREPS portal. No representative is required to be present for opening of tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender.

In case the date of closing mentioned in the Notice Inviting Tender is declared a holiday/bandh/strike on any account, the date of closing tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender.

13.0 PERIOD OF VALIDITY OF THE TENDER

Tenderer shall keep his tender open for a minimum period as stipulated in Notice inviting Tender (NIT) on the website and in this tender document from

the date of opening of this tender. It shall be understood that, after submitting his tender, the tenderer shall not resile from his offer or modify the terms and conditions there of in a manner not acceptable to the Railway within the above period. The Railway may, however, request the tenderer to extend validity of his offer with aforesaid stipulations enforced.

14.0 PERIOD OF COMPLETION OF THE WORK

The entire work covered by this tender is required to be completed in all respects within the period of completion stipulated in Notice inviting Tender (NIT) in website and in this tender document and the period shall be reckoned from the date of issue of the letter of acceptance. Tenderer shall submit his tender subject to acceptance of this condition and with undertaking to do so, if the work is awarded to him.

15.0 SPECIFICATIONS OF THE WORK

The work shall be carried out as per specifications contained in tender schedule and tender document or otherwise referred to herein.

ELIGIBILITY CRITERIA (FOR TENDERS OF VALUE ABOVE RS. 50 LAKHS):

Eligibility Criteria-Similar Nature of work:

The tenderer has to submit the credential certificate for the completion of the similar Nature/type of the works. **Similar nature of work for this tender is mentioned in NIT (Notice Inviting tender) in the website.** Tenderers are requested to ensure themselves that their claimed work satisfies the criteria of Similar nature of Work mentioned in the NIT in the website prior to filling and submitting the e-tender.

Tenderer has to upload with scanned copy/copies as supportive documents/certificates from the Organization for whom they have worked along with the tender offer. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public

listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed in **website www.ireps.gov.in as Annexure-V as per GCC 2022**. Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

17.0 Submission of Documents in support of Eligibility Criteria

All documents in support of fulfilment of eligibility criteria with respect to completion of 'Similar nature of work for Technical Eligibility Criteria' and 'Total contract value for Financial Eligibility Criteria' **should be uploaded online in the website with scanned copy at the time of tender bidding**. No post tender communication, in any form will be made or entertained, after opening of tenders, in this regard. Railways may however call for the originals of the credentials for verification or any clarifications/confirmations on the contents of the documents submitted. Eligibility of tenderers shall be decided solely on the basis of the documents submitted along with the tender offers and any subsequent document whatsoever submitted in this connection would not be given any cognizance on any account.

18.0. TESTIMONIALS

Experience, financial status and ability: Tenderer is required to upload documents detailed hereunder duly filled in and signed in the website while

submitting tenders online for evaluation of his credentials. All these documents are available in website also which may be down loaded on need.

List of completed works: Tenderer is required to submit, along with his e-tender, particulars of all works completed by him for the Railways or for any other client as per GCC.

List of works in hand: Tenderer is required to submit, along with his tender, particulars of all works in hand for the Railways or for any other client as per GCC.

List of plant and machinery: Tenderer has to make his own arrangements for execution of works. The tenderer is required to submit, along with his tender, list of plant and machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject as per GCC.

List of personnel and organization: Tenderer is required to submit, along with his tender, list of Personnel and organization available on hand (own) and proposed to be engaged for the subject work as per GCC.

FALSE AND OR INCOMPLETE STATEMENTS

If tenderer gives/upload wrong information/credentials/documents in his/their-tender and thereby create(s) circumstances for acceptance of his/their tender at any stage of tender or at any stage of contract in the event of his tender having been accepted, his tender or contract shall be liable to be cancelled/rescinded in addition to the following:

1. If such issues come to light at tender stage, full amount of his bid security shall be forfeited.
2. In cases where such issues come to light at contract stage, the rights available to the Railway under clause-61 & 62 (DETERMINATION OF CONTRACT) of the **GCC** shall be applicable.

QUOTATIONS OF RATES

Fluctuation in market rates: Rates quoted by tenderer and accepted by the Railway shall hold good till completion of the work and are not subject to fluctuation of any kind, save and except what is admissible under the price variation clause, if provided for in the tender document and applicable in the case.

Rates to include all taxes: Rates quoted by tenderer shall be inclusive of all taxes levied by the central government, state governments, municipal corporations, local bodies or any other authorized bodies.

Rates in Indian Rupee: Rates should be quoted in Indian Rupees only.

SPECIAL CONDITIONS BY TENDERER

Tenderer is normally not expected to quote any special condition or stipulation of his own rather is expected to submit his tender in accordance with the conditions and stipulations contained in this tender document. However, if the tenderer wishes to quote any special condition and or stipulation or wishes to intimate the Railway of any matter of importance, he may do so through a letter which should be submitted on line during the submission of the tender as Annexure. Such stipulations and conditions shall be part of the contract agreement in case of acceptance of his tender only to the extent explicitly accepted by the Railway. The Railway, however, reserves rights not to accept any such special condition and stipulation made by the tenderer and may reject such tender as unacceptable without any reference to the tenderer; may ask the tenderer to withdraw any or all such stipulations before accepting his tender and, in the event of his refusal to do so, may not accept his tender.

In cases where tenderer makes special conditions and or stipulations, he shall also indicate, along with such conditions and stipulations, the cost of withdrawal of the same. The Railway reserves the rights either to accept such conditions and stipulations made by such tenderer or to accept the cost thereof at its sole discretion. If such cost is not indicated, it will be construed that the tenderer is not in a position to withdraw these conditions at any cost and his tender may be adjudged accordingly without any reference to the tenderer.

22.0 MAINTENANCE PERIOD OF THE WORK

The work shall be maintained for a period specified in the relevant special condition beyond the date of completion.

23.0 LATE TENDER AND DELAYED TENDER

The Application in the website of IREPS does not permit submission of any offer after closing date and time of the e-tender. Hence there is no scope any late or delayed offer in the online bidding process. There shall not be any Late or

delayed tender as tenders are to be submitted online within the stipulated date and time.

24.0 CLARIFICATIONS ON THE TENDER SUBMITTED

To assist in examination, evaluation and comparison of tenders, the Railway or its authorized person may ask the tenderers for clarification, if any, required for such examination, evaluation and or comparison. However, request for such clarification and response, thereof, shall be in writing.

NEGOTIATION

The Railway reserves the rights to enter into negotiations with one, more or all tenderers, at its sole discretion, before acceptance of any particular tender in order to clarify special conditions for reduction of rates and/or for changes in scope of the work etc.

Should such a negotiation with a tenderer be entered into, the tenderer shall not be permitted to increase the quoted rates under any circumstances, even if it includes withdrawal and/or modification of such special conditions as are given by the tenderer along with his original tender.

26. COUNTER OFFERS

In cases where the overall value of L-1 is not unreasonably high but the rate(s) for certain item(s) in a schedule or the total value for a schedule happens to be higher than those quoted by other tenderers in the same tender or higher than the last accepted rates, the method of counter offering the lower rate(s) obtained in the same tender or if all these are higher, any other rate(s) considered reasonable by tender committee may be adopted while finalizing the tender.

ACCEPTANCE OF TENDER

The authority for acceptance of this tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest or any other tender. The Railway reserves the right to cancel the tender, accept a tender in whole or in part or reject any tender or all tenders. No tenderer shall demand any explanation for such cause of rejection of his tender nor does the Railway undertake to assign reasons for declining to consider or reject any particular tender.

The Railway reserves the rights to split the work without any reference to tenderer and may divide this tender to more than one tenderer, if deemed necessary.

LETTER OF ACCEPTANCE

Acceptance of this tender shall be communicated to the successful tenderer, whose tender would be accepted by the Railway, by Registered Post at the address given by him in his e-tender in the website. The letter of acceptance shall remain operative till a formal contract agreement is executed and signed between the contractor and the Railway after which the said letter of acceptance shall merge into the aforesaid formal agreement.

The Railway shall not intimate result of this tender to such tenderer whose tender would not be accepted. However, the Railway shall refund the Bid security to such tenderer as early as possible, where such a refund is required to be made as detailed here in above.

Chapter-II
North Central Railway
Office of Sr. Divisional Signal & Telecom. Engineer
Prayagraj-211001

SPECIAL CONDITIONS OF CONTRACT- GENERAL

GENERAL

The General Conditions of Contract, 2022 or latest edition with all correction slips issued time to time and up to-date, hereinafter referred to as 'GCC' for the purpose of general condition of contract.

Inconsistency in this tender document All the aforesaid books of reference' shall be read with all up-to-date correction slips issued thereto from time to time. These books of reference shall govern the contract and shall form integral part thereof subject to modification, addition or suppression by special conditions of contract and/or special specifications of the work as contained in this tender document. However, in case of any inconsistency and contradictions between the books of reference and the special conditions and specifications, the special conditions and specifications shall prevail. It must be noted that English version of this entire document will prevail.

All books, specifications, references and codes referred to hereinafter shall mean latest edition thereof incorporating all up-to-date correction slips and amendments issued thereto.

PLYING OF ROAD VEHICLES NEAR RUNNING RAILWAY LINE

The contractor shall not allow any road vehicle belonging to him or to his agent to ply in railway land next to running railway line. If for execution of certain works, such as earthwork, supply of ballast etc. It becomes necessary to use road vehicles in railway land next to the running railway line, the contractor shall apply to the engineer-in-charge for giving permission for such type of work with individual vehicles number, names and license particulars of the drivers, locations of works, duration and timings for such movement etc. The engineering – in - charge or his authorized representative will personally counsel, examine and certify all such road vehicles drivers, contractor's flagmen and supervisor, and will give written permission with name of road vehicles, their drivers,

contractor's flagmen and supervisors etc. to be deployed on the work along with location, period and timing of the work. This permission will be subject to obligatory conditions detailed hereunder in subsequent sub-Para:

The nominated vehicles and their drivers will only be utilized for the work and only in presence of at least one of the flagman and one of the supervisor certified for such work as above.

The vehicles shall ply at least 6.0 M clear of track. Any movement or work at less than 6.0 M and up to minimum 3.5 M clear off track centre shall be done only in presence of railway employee authorized by the engineer-in-charge. No part of the road vehicles will be allowed at a distance at less than 3.5 M from track centre. Cost of such railway employee shall be borne by the Railway.

The contractor shall remain fully responsible for ensuring safety and, in case of any accident, shall bear cost of all damages to his equipment and men and also all damages to the Railway and its passengers. The Engineer-in-charge may impose any other conditions necessary for a particular work site.

The road vehicles can ply along the railway line after suitably cordoning off the railway line at a minimum distance of 6.0 M from the centre of the nearest railway line. For plying of the road vehicles during night hours, adequate measures shall be prescribed in writing by the engineer-in charge along with a site sketch and the same should be communicated to the contractor, contractor's representative, supervisor-in-charge of the work and of the section.

PREVENTION OF ACCIDENTS

The contractor shall be responsible for the safety his workmen and shall provide them with necessary standard wear and apparel consistent with the nature of work being executed by his workmen.

The contractor shall ensure safety of his workmen by posting necessary flagmen, whose job will be to caution the workmen of approaching trains, when his workmen work on or near running railway line. Similar action would be taken, while working on or near road in use.

The contractor shall protect the site of the work, excavated areas etc. by adequate fencing and or other suitable means to prevent accidents to his own workmen, the railway men or any member of the public.

Should any accident take place, total cost of damage including the cost of treatment, loss and or compensation to all affected person/organization and the Railway shall be payable by the contractor. In case the Railway, under any circumstance or law of the country, pays such damage, the same shall be fully recovered from the contractor dues.

ENGAGEMENT OF ENGINEERING GRADUATES AND DIPLOMA HOLDERS

In addition to the technical staff, which the contractor may already be having, the contractor will be required to employ immediately on commencement of the work, fresh unemployed Civil Engineering Graduates/Diploma Holders having no experience, based on the value of contract as specified below for full duration of the contract [Authority: Railway Board's letter no. 2012/CEI/CT/O/20, dated 10.5.2013]: -

SN	Contract Value	No. of Engineering Degree Holders or Diploma Holder to be employed	Duration
a	Rs. 200 lakh and above	One Qualified Graduate Engineer	Till completion of the work
b	More than Rs. 25 Lakhs but less than Rs. 200 Lakh	One Qualified Diploma holder Engineer	Till completion of the work

4.2. In case the contractor fails to employ the qualified Engineer as aforesaid in Para above, he in terms of provision of the clause will be liable to pay an amount Rupees Forty Thousand and Rupees Twenty-Five Thousand for each month or part thereof for the default period for the provision as contained in para a & b above respectively.

5.0 RECOVERY OF INCOME TAX

- i) In terms of section 101 of the Income Tax Act, 1961, Income Tax including surcharge levied thereon shall be deducted, without any exception, from all payments made to the contractor by the Railway in discharge of this contract at the rate notified by the Central Government at the time of making such payments and deduction certificates would be issued to the contractor on his request. The contractor is advised to settle his final account with the respective Income Tax Officer. However, where specified written instructions

are received from the respective Income Tax Officers in regards to this contract, the same would be followed.

- ii) Income Tax @ 2% of the gross amount will be recovered from all bills of the contractor in terms of Section 194(C) of the Income Tax Act, 1961 as introduced through the Finance, Act, 1972.

HIRE CHARGES

The Railway may give to the contractor any plant and equipment on hire, if available, on a specific request made by the contractor to the Railway. However, the Railway shall not entertain any claim of the contractor for compensation due to the Railway's failure to do so. The

Railway shall also not entertain any excuse of the contractor for slow progress or non-performance of the work due to the Railway's inability to supply such plants and equipment's.

Issue of such plants and equipment's shall not be allowed as a matter of routine, rather shall be permitted only in those cases where need for help from the Railway could be established having regard to the nature and urgency of the situation and without adversely affecting normal requirements of the Railway. A statement of materials, thus issued, and hire charges recovered should invariably be furnished along with the final bill by the contractor.

Recovery of hire charges The hire charges to be recovered from the contractor are to be calculated as under:

1. Cost of materials shall be the book value or last purchase rate, whichever is higher plus 5% for freight and 2% for incidental charges thereon. The cost thus arrived at shall be increased by 12.5% for supervision charges as per extant rules.
2. The hire charges per annum shall be calculated on the cost of the materials arrived at as per sub-Para 1 above on the following basis:
 - a. Interest on the total cost of material should be charged at the ruling rate of dividend payable by Railways to the General Revenue plus;
 - b. Depreciation charges at 10 % of the cost of materials arrived at as per sub-Para 1 above to be charged for all classes of materials plus;

- c. Additional depreciation charges at 10 % on the total of a & b above shall be charged to meet the contingencies.

The contractor shall bear the cost of carriage, including other incidental charges such as loading, unloading, handling etc., of the plants and equipment to the site of the work and also back to the depot from where they were issued. No cutting of holes shall be allowed in the plants and equipment thus issued and they shall be returned to the Railway in a completely good and serviceable condition. In case of failure of the contractor to return any plants and equipment in a good and serviceable condition, the cost, thereof, shall be recovered from contractor at the rates arrived at as per item 6.3.1 above increased by 100 %. Decision of the engineer-in-charge of the work shall be final in determining condition of the plants and equipment and the same shall be binding on the contractor.

Running expenses including fuel, lubricants and stores and labourers, for the plants and equipment supplied by the Railway, shall also be paid for by the contractor at the cost to be determined by the Railway.

Staff and stores for running the plant may be supplied by the contractor with approval of engineer-in-charge. The staff of the contractor so permitted must be properly skilled to operate the plants and equipment concerned.

RESPONSIBILITY FOR DAMAGE TO CONTRACTOR'S MATERIALS

The Railway administration shall not be responsible for any loss or damage to the contractor's materials, equipment, tools and plants due to fire, flood or any other cause whatsoever.

The materials issued by the Railway to the contractor for use in the work shall be treated as contractor's materials for this purpose and the contractor shall make good the materials in the event of any loss or damage thereto.

Part of the work finished but not taken over by the Railway shall be treated as contractor's materials for this purpose and the contractor shall be responsible for making good any loss or damage thereto.

8.0 Quality Assurances and Reduced Payment:

- i) The contractor shall supply all materials and execute all works according to the specification and drawings pertaining to the work, both in respect of structural strength and finish, in addition to complying with provision of GCC.

ii) Mixing of cement for concrete, mortar etc. shall be done by Mechanical Mixer and concrete should be vibrated by vibrator of appropriate design. All charges for working of machines viz. fuels, drivers, repairs, etc. will have to be borne by the contractor. No extra payment will be made on this account.

iii) In case a contractor executes a work, which is below the specified structural strength, the work shall be dismantled and re-executed at contractor's cost at the sole discretion of the Engineer at Site.

iv) In case a contractor executes a work which is structurally up to specifications, but sub-standard in finish, the same may be approved and accepted by the Railway in cases where finish is not so important, at Railways sole discretion, provided that where such a work is accepted, the payment for such work shall be made @ equivalent to 90% (ninety percent) of the rates accepted for such work in the Schedule of items.

9.0 The contractors must abide by and comply with the provision and Rules of Contract Labour (Regulation & abolition) Act, 1970 and Central Rules 1971.

The provisions of Contract Labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation and Abolition Central Rules 1971 with all the additions, alterations and amendments as may be made from time to time shall be fully binding on the Contractors and shall become part of this contract. The violation of any of the statutory provision of the said act and rule shall be treated as breach of essential and substantial terms and conditions of the contract and with the result the contract may be abrogated forthwith either at the initiative of the Rly. Administration (Principal employer) one of the parties to the contract or as per order and / or directive of the competent authority under the said Act and Rule with or without any notice whatsoever and that without payment of any damages whatsoever, which may arise as a consequence of such abrogation of the Contract. The contractor besides his other liabilities shall also be bound and liable to the Railway Administration (Principal employer) being one of the parties to the contract or to pay and/or compensate for the expenses which the Rly. had to incur to fulfil any terms and conditions and/or provisions of the said Act and Rules because of failure of the parties and of the contractor to fulfil these terms and condition and/or provisions of the said Act and Rules and the Rly. Administration (Principal employer), one of the parties to the contract shall be at liberty to deduct the amount as may be ascertained in the manner as provided for in the Act and rule or otherwise at its direction.

10.0 Apprentice Act-1961:

The contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules & orders issued hereunder from time to time in respect of Apprentices directly or through petty contractors or subcontractors employed by him for the purpose of carrying out of contract.

If the contractor directly or through petty contractors or sub-contractors fails to do so, his failure will breach of the contracts the Rly. may in its direction rescind the contract. The contractor shall also be liable for any pecuniary liability arising account of any violation of the provisions of the Act.

11.0 Observance of Statutory Act. Rules, etc.

The Contractor(s) will be bound by the provision of the minimum wages Act, 1948 as amended from time to time and the rules made hereunder with regard to labour in schedule employment, i.e. on road Construction, building operation and stone breaking and stone crushing "Road Construction" will include new construction as well as maintenance and repairs of roads and building operation will include the construction of docks. Wharfs, jetties, bridge, tunnels, overhead tank etc. and also maintenance and repairs of the same. The provision of the minimum wages Act will also apply to ordinary maintenance works and petty works also. The schedule of minimum wages as prevalent shall be followed.

12.0 Surcharge on Income Tax – The surcharge on Income Tax will be deducted as applicable.

13.0 Stores to be supplied by Railway: The following materials will be supplied by the Railway free or at fixed rate of Cost from SSE Depots - The quantities required would be determined by the Railway according to the quantum of work to be done. The contractor shall be responsible for checking before taking delivery that all the material given to him are in good conditions. The receipt of materials shall be acknowledged by the contractor or his representative, mentioning details of materials and their quantities as per GCC. The left-out / unused materials, if any shall be returned to Railway's Store Depot by the contractor for which no extra charges shall be paid by the Railway.

14.0 Stores to be Supplied by Contractor: All materials other than these specifically shown as being supplied by the Railway in this document shall be supplied by the Contractor at site. These shall include the following materials in

addition to any other materials which may be considered necessary for execution of the work according to specification.

Stores to be supplied by the Contractor are mentioned in schedule. All instruments required for testing like Wheat-stone, Bridge, Magneto Phones, Megger, Ava Meter etc. shall be arranged by the Contractor and shall remain properly.

15. A- Supply & Execution:

- i) The terms of a contract must be precise and definite and there must be no room for ambiguity or misinterpretation therein.
- ii) There should be some suitable clause in tender document for vendor approval and quantity approval for supply of material.
- iii) While issuing inspection call letter for high value items, quantity shall be limited to one year consumption only. Further call letters to be issued only after judicious assessment of the quantity on actual requirement. In no case, supply to be taken more than actual requirement considering spares.
- iv) The store item shall be issued in FIFO basis (First in First out).
- v) Parts and small items of materials shall be kept in properly labeled or on shelves at store depot. Work wise leveling should also be done on the items.
- vi) Completion period of the works to be worked out on realistic basis so that frequent extension of DOC could be avoided.

15. B- Supply & Execution:

- i) The material shall be procured as per RDSO/IRS/IS/BS/TEC specifications or any other specification directed by RB, in case RDSO/IRS/TEC specification is not available then detailed generic specification should be prepared and incorporated in the schedule where more than one OEM are available I market then all the known make/model should be mentioned rather than a particular make/model.
- ii) For vender specific items it shall be certified that either no substitute item is available in the market or specific item should be procured following the procedure of PAC with proper justification.

15. C- Inspection:

- i) The Engineer or his representative may inspect and test the various portionsof the work at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior

in quality of materials, work-man-ship or design in comparison to what is called for in the specification. In the event of rejection of any work already executed which is not in accordance with specifications in this Tender Papers and / or as determined by the Engineer or which the Contractor has been apprised, the Contractor shall carry out alterations/replacement to such works to the satisfaction of the Engineer for which no additions, expenses will be borne by the Railway.

The Contractor shall carry out such being at his own expenses as are necessary in the opinion of the Engineer to determine that the Contract is being complied with and that the Contractor is entitled to payment in respect thereof.

- ii) Even if the Engineer's representative remained associated/Supervised in course of the progress of Works at various stages, a joint inspection for each item of works by Engineer's Representative and Contractor's Representative will be carried out to check that the work has been done as per specification and measurement taken.
- iii) Before, casting of foundation, the Contractor's representative and the Engineer's Representative shall jointly inspect the quality and depth of pits, quality of bricks, concrete mixer etc. and ensure compliance with the Drawings and Specification.
- iv) Before the cables are actually laid, the Contractor's Representative and that Engineer's Representative shall jointly inspect the quality and depth of trenches, chases, quality of bricks and arrangements for tamped filling. The measurements for all these items will be suitably recorded by the Engineer's Representative who will permit the laying of cables as per approved plan ensuring that the above work have been done as required by the specifications.
- v) Materials to be inspected by authorized Representative of Sr. DSTE or RDSO or RITES etc. should be specifically mentioned item wise.
- vi) The safety items shall be inspected at the manufacture's premises.
- vii) Non-safety items may be inspected either at supplied premises, Railway Store or even at the site of work as found feasible / convenient by the nominated inspecting Official.
- viii) Inspection call letter must be issued for all items irrespective of RDSO, RITES, 3rd party or consignee inspection.
- ix) As far as possible the material should be inspected should be inspected by the consignee in the laboratory or on the permission of the factory of

the manufactured to ensure that the item is according to the specification of the railway.

- x) In case, it is not possible to test the material at the Laboratory/Factory premises by the consignee then a suitable clause may be added in the Tender Document such as OEM's invoice. Test Certificate, Delivery Challan, warranty Certificate, proof of Purchase etc. inspection shall be undertaken by a official for authorizing dispatch of material from firm premises to consignee where all quantity of the supply materials to be checked and sample check shall be done by Junior Scale officer for acceptance and release of the payment.
- xi) Consignee end inspection shall continue to be done as per existing RDSO/Railway Board guidelines and proper format in which parameters to be checked in consignee inspection to be mentioned. Consignee inspection format to be approved by minimum JAG officer.
- xii) The details of the parameters checked against the material and their value should be clearly recorded in the inspection certificate by the consignee nominated for inspection.
- xiii) The material make model accepted should be same as mentioned in the PO/work contract.
- xiv) Test check mechanism at officer level should be strictly followed. Officer should clearly mention Sl. No. or otherwise of the item, they have inspected & at which location.
- xv) Contracts for supply of goods should reserve the right of Government to reject goods which do not conform to the specifications.

15. D- Utilisation:

- i) Spare material will remain in store depot. Excess quantity of the material issued to the contract shall be brought to Store Depot immediately after execution of the work at site.
- ii) Released materials shall be sent to stores Depot for early disposal.
- iii) All transactions of stock & Non-stock items like issues, receive, Gate pass & Challan of the material etc shall be done through UDM.
- iv) Provision must be in contracts for safeguarding Government property entrusted to a contractor.
- v) A warranty clause should be incorporated in every contract, requiring the pplier to without charger, repair or rectify defective goods or to replace such goods with similar goods free from defect. Any goods

repaired or replaced by the supplier shall be delivered at the buyers premises without costs to the buyer.

- vi) All contractors shall contain a provision for recovery of liquidated damages for defaults on the part of the contractor.

16.On Account Payment:

- a) Subject to any deductions or recovery which the Railway may be entitled to make under contract, the contractor will be entitled to be paid from time to time by way of 'on account' payment only for such works as in the opinion of the Engineer he has executed in terms of Contract.
- b) 'On account' payment shall be made separately for each item of work given in the Schedule. The bill shall be submitted by the contractor for each station.
- c) The 'On account' payment shall not exceed 90% of the total on account payment due to the contractor on the rates indicated in the Schedule. For this purpose, the payment to the contractor at each 'On account' stage shall be restricted to 90% of the amount calculated indicated in the Schedule.
- d) 10% retention money deducted in on account bill will be paid to the contractor in final bill.

On account payment will be made on completion of item of schedule after inspection by concern Sr. DSTE, DSTE/ADSTE, SSE's having satisfied about the work and as per actual measurement, after deduction of necessary recoveries, if any as follows: -

1. In case where the item of supply & installation is combined then the payment will be arranged as under:

- a) 80% after supply of material duly supported with inspection certificate, if required and satisfaction of Railway authorities.
- b) 10% after successful installation of item at site as certified by the Railway representative.
- c) Balance 10% will be released only after successful commissioning of complete work.

- d) For the item of designing/ installation is not to be done 90% payment will be made after successful completion of the activity/ part of the activity.
2. For the item of supply only whose installation is not to be done 90% payment will be made and the balance 10% will be made after successful commissioning of complete work.
3. No additional charges will be paid to the contractor for transporting, to and from stores depot of Railway to the site of work including Railway material, if any.
4. Necessary RDSO, IRS/TEC/DOT specification/drawing, if any required shall be obtained by the tenderer at his own cost.

PAYMENT OF AMC/ ARC CHARGES [For AMC/ ARC cases, if applicable]

- I. Payment of AMC charges shall be done after every three months on production of valid bill after the satisfactory maintenance is certified by the concerned SSE & ADSTE/DSTE for that period for which payment of AMC charges will be claimed by the firm.
- II. No additional charges will be paid to contractor for transporting, to and from stores depot of Railways and to site of the work including Railway material if any.
- III. Necessary RDSO, IRS/TEC/DOT specification/drawing if any required, shall be obtained by the contractor on its own cost and to be submitted to Railways.

17.0 Insurance:

- a) The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Railway at common law or under any status in respect of accident to persons who shall be employed by the Contractor in or about the site or the Contractor's office for the purpose of carrying out the works on the site. The contractor shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their office and depots. Such insurance shall in all respects be to the approval of the Railway Administration and if he so requires in his name.
- b) The Contractor shall take out and keep in force a Policy or Policies of Insurance for all materials handed over to him irrespective of whether used up in the portion of work until such works are handed over to the Railways. For this purpose, the works in demand to have been handed over when final acceptance

certification is issued by the Engineer after and completion of all the acceptance test to be conducted on the works. The Contractor shall not be liable for losses/damages to the materials either used up in the portion of work done or the materials kept for use at site, in consequence of subbing or other similar causes over which the contractor has no control and which cannot be insured. Such losses or damages shall be the liability of the Railway.

- c) The Contractor should however insure the store brought to site against risks in consequence of war and invasion, as required under the Emergency Risk (goods) Insurance Act force.
- d) The Contractor shall take out all Insurance covers in connection with this contract with the General Insurance Corporation of India.

18. Safety Measure:

- a) The Contractor shall take all possible precautions to ensure that none of his workers knowingly or otherwise cause interference to the circuit or equipment's in use and give rise to unsafe conditions or dislocation of traffic.
- b) No work shall be begun above or under or adjacent to any line of the Railway in consequence of which it may become accessory to foul any such line or it may in any way prejudice the same for safe passage of Traffic until look out and hand signal as required by the Engineer or his representative, shall have taken their duties.
- c) The Contractor shall take all precautionary measures in order to ensure the protection of their own personnel moving about or working on the Railway premises, but shall they confirm to the rules and requisitions of the Railway. If and when, in the course of the work there is likely to be any danger to persons in the employment of the Contractor due to running traffic while working in the Rly.

Sidings and premises, the Contractor shall supply in writing to the Railway to provide flagmen or look out for production of such persons. The Railway will, however decide as to a whether it is necessary to post such flagmen for various types or work and also the number of such men required protect the gang or gangs of contractor a staff of working at site.

The Railway shall remain indemnified by the Contractor, in the event of any accident of the normal course of work, arising out of the failure of Contractor or his Men do exercise reasonable precaution at all places of work whether or not

the Railway has posted flagmen at any particular site of work. The flagmen will be appointed by the Railway and no expense on this account will be charged to the Contractor.

- d) While working within station limits, especially on Passenger Platforms, the Contractor shall ensure that at all times sufficient space is left for free movement of passenger traffic. He must cover an/or barricade the excavations carried out in such areas and continue to maintain these, till the work is completed with review to avoid any accident or public or to a Railway Staff.
- e) The works must be carried out most carefully without any infringement of the Indian Railways act or the General and Subsidiary Rules in force on the Railway, in such a way that they do not hinder Railway operation nor effect the proper functioning of or damage any railway equipment, structure or rolling stock except as agreed to by the Railway, provided that all damage and disfiguration caused by the Contractor to any Railway of Public property must be made good by the Contractor at his own expenses failing which cost of such repairs shall be recovered from the Contractor.
- f) If safety of Track etc. is affected, as a consequence of works under taken by the Contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the Railway shall, after giving due notice to the Contractor in writing take necessary steps and recover the cost from the Contractor.

19.0 Site Clearance: At the end of the work in each Section the Contractor shall as a part of his contractual obligation leave the area completely cleared of rubbish and abstractions of all kinds according to the Instructions of the Railway's representative. Besides he shall take all necessary steps in the course of the execution of work to avoid the presence of loose earth and ballast on platforms, in drains, on the track formation and pathways in the vicinity. If within a fortnight of completion of the particular item of site work, the refuge is not cleared, the Railway will arrange to set the them removed at the cost of the Contractor. However, before this writing shall be sent to the Contractor.

20. Measurement:

- a) The measurement of quantities for the purpose of payment the contractor shall be undertaken section wise jointly by the representative of the Engineer

and the contractor in course of and on completion of works item wise as included in Schedule attached here to.

b) The measurement of quantities shall be made only after ensuring conformity with the specifications and various clauses of the supplement "Technical Specifications, Instructions and Drawings."

21.0 Warranty:

Minimum one year of warranty will be applicable for all supply items as well as work execution from the date of Installation/commissioning, unless otherwise specified.

22.0 Special Condition of Contract for mandatory updation of Labour data on Railway's Shramik Kalyan Portal by Contractor:

- A.** Contractor is to abide by the provisions of Payment of Wages act & 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 one-time registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. 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 LOAs issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA)/Contract Agreements on shramik kalyan 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 labour engaged in the contract and ensure updating of each wage payment to them on shramik kalyan 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 labour engaged in connection with this contract and payment made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till..... Month.....Year.

The Provision of Clause 63 and 64 of the General Condition of Contract will be applicable only for settlement of claims/disputes, for values less than or equal to 20% of the original value (excluding the cost of materials supplied free by Railway) of the contract or 20% of the actual value of the work done (excluding the value of the work rejected) under the contract whichever is less. When claims/disputes are of value more than 20% of the value of the original contract or 20% of the value of the actual work done under the contract, whichever is less, the contractor will not be entitled to seek such disputes/claims for reference to arbitration and the provision of Clause No. 63 & 64 of the General Condition of Contract will not be applicable for referring the disputes to be settled through arbitration.

The contractor shall furnish his monthly statement of claims as per Clause 43(1) of IRS GCC during the progress of the work and not after completion of the work. All such claims and disputes shall be settled promptly during the progress of the work. Chief Engineer/ADRM shall be the final authority for decision on claims and disputes preferred by the Contractor. But, the contractor should seek reference to arbitration to settle the disputes only once, subject to the condition as mentioned in the above Para.

These Special condition shall prevail over the existing Clause 63 & 64 of General Condition of Contract

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