

SPECIAL TERMS AND CONDITION

1. The site survey and all necessary drawing to be prepared by the contractor and to be approved from concerned Central or state Government Authorities/Transmission utilities/Corporation of the respective Central/State Govt. and RE officials before starting the execution work. After approval, two set of hard copy must be handed over to Railway authorities.
2. Any calculations, designs, drawings, schedules, information, data, progress charts etc. required by the Railway Engineer in connection with the works shall be furnished by the Contractor at his own expenses.
3. Contractor need to submit Drawings/ Designs/ Tower schedules and Sag profile & drawing to the Railway Engineer before starting the work. In the event of Contractor suggesting any alteration/deviation in standard drawings, he shall submit the retraced drawings with full calculations and justification of the change to the Railway. The Railway authority if convinced of the need of the alteration shall approach Central or State Government or Authorities/Transmission utilities/corporation of the respective central/State Govt. for necessary approval. In case of any ambiguity in the interpretation of design and drawing, the decision of the Railway shall be final and conclusive.
4. Any Right of Way that may be required for construction of Transmission Line shall have to be arranged by the contractor. Obtaining statutory clearance from concerned departments and persuasion with the land owners to resolve right of way issues are the responsibility of the contractor. Railway may provide necessary assistance in obtaining aforesaid clearance from Government authorities if required. The payment towards compensation of land for obtaining Right of Way will be paid by railway.
5. For obtaining clearance for Road, Railway Power line crossing, PTCC clearance, Authorization of energizing of transmission line etc., the contractor shall be responsible for preparation and submission of requisite proposals, drawings, e-map etc. following the standard norms of the appropriate authorities at appropriate time and follow up with the concerned department till approval for execution within the scheduled time.
6. Identification and demarcation of defense area, telecommunication installation, airport areas, forest lands, vested land, kabarthan/cremation ground, Govt. reserved land etc. and plotting, preparation of proposals with the necessary drawings /schedules is the responsibility of the contractor. Submission of such proposals to the state Govt. /Central Govt. departments shall be routed through the controlling officer to obtain necessary approval.
7. Access roads to the work site shall be arranged by the contractor.
8. The following compensation towards “damages” as stipulated in section 67 and 68 of Electricity Act, 2003 read with Section 10 and 16 of Indian Telegraph Act, 1885 as required for arranging corridor and execution of transmission line shall be initially paid by the contractor which will be in addition to the compensation towards normal crop and tree damages as per “Guidelines for payment of compensation towards damages in regard to Right of Way for transmission lines” published by Ministry of Power vide letter no 3/4/2016-Trans-Part(4) dated 14/06/2024 & 3/4/2016-Trans-Part(4) dated 21/03/2025;
 - i) Compensation for the tower base area shall be 200% of the land value. The tower base area shall be the area enclosed by the four legs of the tower at ground level, plus an additional one (1) meter extension on each side.
 - ii) The compensation amount for Right-of-Way (RoW) corridor shall be 30% of the land value. Land within the RoW corridor, as defined in annex-1 of 3/4/2016-Trans-Part(4) dated 14/06/2024 shall be eligible for compensation. This compensation will address potential diminution of land value due to the presence of overhead lines or underground cables within the RoW corridor. No construction activity of any kind would be permitted within the RoW of the transmission line. States/UT may decide higher rate depending on the area and urgency of the work.
 - iii) In case of ISTS line the compensation amount for RoW corridor shall be as follows

- a) 30% of the land value in rural areas
 - b) 60% of the land value in municipal corporations and metropolitan areas notified by the state government.
 - c) 45% of the land value for municipalities, nagar panchayats and all other urban planning areas notified by the state government.
- iv) In areas where land owner/owners have been offered/accepted alternate mode of compensation by concerned corporation/municipality under Transfer Development Rights (TDR) policy of state/UT, the license/utility shall deposit compensation amount as per (i), (ii) & (iii) above with the concerned corporation/municipality/local development authority or the state government concerned.
- v) For this purpose, the width of RoW corridor shall not be more than that prescribed in the table at Annex-1 of 3/4/2016-Trans-Part(4) dated 14/06/2024 and shall not be less than the width directly below the conductors. For 132 KV transmission line the maximum width of ROW corridor is 25 mtr.

On submission of proper and original payment documents, the compensation payment will be reimbursed by the Railway. Payment through online NEFT/RTGS system is preferable or on receiving of estimate for payment of land compensation from the concerned district administration, the railway may pay the said compensation amount to the district administration for payment to the concerned land owners. In such case contractor is liable to take initiatives to find out the land documents of each land owners conducting land survey, demarcation etc. In case of any ambiguity “Guidelines for payment of compensation towards damages in regard to Right of Way for transmission lines” published by Ministry of Power vide letter no. 3/4/2016-Trans-Part(4) dated 21/03/2025 or any further amendment thereof shall prevail.

9. Compensation towards normal crop and tree damages as determined by the State Government authority shall be initially paid by the contractor. On submission of proper and original payment documents, the compensation payment will be reimbursed by the Railway or railway may pay the amount directly to the district administration upon receiving the documents & estimate.
10. The contractor shall be responsible for compliance of all contractual liabilities which includes financial legal and administrative issues as required in solving Right of Way during execution of the lines.
11. Tower materials & all other EHT equipment like CT,PT,CB, isolator, relay panel & EHT cable, ACSR, hardware, insulator, clamps, fittings etc are should be procured from authorized vendors of **AEGCL if any (necessary supporting document shall be required)** and as per schedule with discretion of railway authority.
12. All materials including tower materials to be inspected by the concerned railway authority and AEGCL authority at manufacturer premises before delivery. Contractor should arrange necessary steps & expenditure involved for proper inspection. All materials will be as per approved make of AEGCL and Agency must inform Rly. Authority regarding day of testing in advance. Test of tower super structure materials, galvanization etc as per IS should be done at manufacture premises in presence of Railway representative before dispatching the materials at site.
13. The necessary inspection of all the materials shall be done by the representative of AEGCL/ Railway and arrangement of expenditure for inspection of materials of respective approved manufacturer’s work premises shall be borne by the firm himself.
14. Work should be done as per approved drawing and design by the Railway and AEGCL authority. Insulators, clamps ACSR hardware fittings, steel, cement, reinforcement, HDPE/CI pipe, EHT cable, cable kit & EHT equipment like CT,PT, isolator, CB, relay panel etc and other materials shall be taken from railway and AEGCL approved make and vendor after conducting routine test/ accepting test by railway / AEGCL authority. Contractor will provide co-ordination for conducting the inspection.
15. All materials to be checked and inspected by the Railway Authority/AEGCL before erection. Necessary test certificates of the materials to be submitted along with materials.

16. Required time to time electrical shut down from AEGCL /APDCL/PGCIL/Railway authority for execution of work will be taken by the contractor as per safety procedure with his own arrangement. If any matter of payment for supervision charge to concerned AEGCL/APDCL/PGCIL/Railway or any other concerned authority is raised against alternation/modification of HT/LT line for construction of Tr. line, it will be paid by Railway.
17. All necessary safety aspects and procedure should be followed during execution of work by the contractor and his staff rigidly. Experienced supervisor/Engineer should be kept at site for proper execution of work and to avoid any kind of accident.
18. Before charging of the line all necessary test report to be submitted to the railway authority and to concerned transmission authority. It is the liability of contractor to arrange for conducting inspection by the concerned Electrical Inspector to the State/Central Govt./UT for commissioning of transmission line. However, if any matter of payment to concerned department of Electrical Inspector is involved, it will be paid by Railway as per standard procedure.
19. Suitable machineries tools, plants and equipment to be used for execution of cement concrete works, stringing works and erection works as per procedure.
20. The entire works to be executed as per supervision and guidelines of Railway authority and concerned transmission authority for execution of work and liaison with transmission authority to be maintained during their site inspection & execution. Liaison with the civil administration of State Govt. to be maintained to resolve RoW issue by the contractor.
21. Release materials should be handed over to concerned transmission authority/authorities if any.
22. IE rules, latest ACS, Indian Railway Track Crossing Regulation, Indian Railway Standard, latest guideline from Ministry of Power should be followed.
23. The entire work shall be executed under the supervision of the representative of transmission authority & Railways. The erection of towers, stringing of conductors /earth wire /hardware etc. are required to be done after obtaining necessary power block, traffic block & resolving ROW issue of the surrounding area. The work should be carried out within minimum shut down/block of such important lines.
24. Test certificate and Guarantee certificates of Disc insulators, LA & other equipment of original manufacturer to be submitted at site before execution of work.
25. Routine test/Acceptance test for different items will be conducted at the manufacturer premises or any other registered tested laboratories and the same will be witnessed by the site Engineer before dispatching the same to the site.
26. Further arrangement will have to be made by the beneficiary for erection of one temporary diversion line towards ensuring continuity of power flow during execution of work, if required.
27. Railway authority reserves the right to demand particular brand /make out of the approved alternatives available in the tender schedules to suit the site conditions on technical administrative ground.
28. The transmission line shall be commissioned only after approval of AEGCL and due statutory permission. Public notice shall be published in the newspaper & announcement/miking to be done for awareness of the locality (at contractor's own liability & cost) before charging the transmission line on obtaining EIG from concerned electrical Inspectorate Authority & PTCC clearance.
29. The tenderer is liable to complete the works in time. It is the liability of tenderer to solve any problem or ROW issue during the work. Railway may charge penalty as per GCC due to any kind of delay in submission of report or non-completion of the work, negligence in works or any other reasons from contractor's side to delay the work as per stipulated time. All tools/tackles, ladders, vehicle for transporting material & staff shall be arranged by contractor. The contractor shall also

arrange transportation facility for Railway/ AEGCL representative from nearest station to work site, if required and in essential ground.

30. The agency or contractor must be aware about the site conditions, or shall inspect the site before participation in the tender.
31. Any damages caused during the work shall be made good to original finish in time otherwise Railway may charge penalty against such damages.
32. Railway deserves the right for doing any additional work may be required as per site condition and related with successful completion of work as per GCC.
33. The Tenderer shall be required to pay labour cess @1% of cost of construction work to be deducted from each bill.
34. The Contractor shall be responsible to supervise the work at all times and need to maintain liaison with Railway's representative for this work.
35. The rate quoted by contractor(s) shall be inclusive of GST viable by Union of India, State Govt./Civil authorities.
36. It will be the responsibility of the Contractor to ensure that the staff deputed by them is well acquainted with the Railway area and safety precaution to be taken in the area. The contractor is liable to keep the materials in good and safe condition at site until final asset handover to consignee is take place.
37. The Rail administration reserves the right without assigning any reason what so ever to reduce/alter the quantum of work.
38. 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 as per GCC 2022.
39. The contractor in addition to the indemnity provided by law shall indemnify the Railway Administration against all liability whatsoever to pay Compensation under **"Workmen Compensation Act 1973"** as amended from time to time in respect of any accident/injury /casualty to any labour/staff employed by him under this contract or compensation in respect of any claim arising out of or in the course of employment with this contract.
40. 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 the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
41. Firm should have valid PAN Card & GST Registration No.
42. Contractor should have valid Electrical Contractor's License issued by the State Govt or other Govt. authority.
43. The supervisor of tenderer should have valid supervisory certificate of competency for supervision of EHT work and workmen license for all the Electrical works mentioned in the schedule till the completion of the entire work. Contractor's supervisor or Engineer in charge should always be present at site during execution of work.
44. Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), based on value of contract, as prescribed by the Ministry of Railways through separate

instructions from time to time as specified below for full duration of the contract [Authority: Railway Board's no.2012/CE-I/CT/O/20, dated 10.05.2013]:- Name of the Engineer/Diploma holder along with proper documents to be submitted to this effect:- (i) One qualified Graduate Engineer (in Electrical Engineering) when the cost of the work to be executed is Rupees Two hundred (200) lakhs and above & (ii) One qualified Diploma Holder (in Electrical Engineering) when the cost of work to be executed is more than rupees twenty five (25) lakhs, but less than Rupees Two Hundred (200) lakhs.

45. The contractor should have registered with Employees' Provident Fund: Clause 55-B to GCC: Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952. The contractor shall comply with the provisions of Para 30 and 36-B of the Employees Provident Fund Scheme, 1952; Para 3 and 4 of Employees' Pension Scheme, 1995; and Para 7 and 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of Employees Provident Fund & Miscellaneous provisions Act, 1952 wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
46. During contract period, any damage of Railway material, Contractor will be responsible for that, and necessary replacement will be made by the contractor as per terms and conditions of the contract.
47. General conditions of contract (GCC, 2022) and standard specification as applicable with up to date correction slips will be applicable to this contract.
48. Concrete Cube Test report to be submitted by the contractor against casting of tower foundation of each location and GSS as per standard procedure. Cube Test to be done from Govt. recognized laboratory, NABL accredited laboratory or Govt. institution. The necessary cost involved for testing will be borne by the contractor itself.
49. **Payment against part of supply of material claimed by Contractor:** Contractor can claim payment up to 80% of the accepted cost against supply of materials subject to the fulfillment of other conditions like submission of proper indemnity bond, test certificate, challan etc. The contractor can claim payment of balance 15% against the supply amount of each item after its erection.
50. **Payment against part of erection of material claimed by Contractor:** Contractor can claim payment 95% against erection for a given item after completion of work at that respective location.
51. Balance 5% payment (both supply & erection) can be claimed after acceptance of the work by the concerned Transmission Authority or after handing over/taking over certificate issued by them.
52. The Security Deposit @5% of the contract value shall be released after successful completion of one year maintenance period from the date of completion and 5% Performance Guarantee of the contract value will be released after successful completion of work as per GCC.

*****END OF TENDER DOCUMENT*****