

SPECIAL CONDITIONS OF CONTRACT

1.0 PROGRAMME OF WORK:

- 1.1 Immediately on issue of letter of acceptance of this tender, the Contractor should submit a programme of work showing the activities work wise for completing the whole work within the stipulated period of completion, in consultation with the Executive Engineer-in-charge of the work. If so desired by the Engineer, the Contractor shall submit further programme from time to time, taking into consideration the latest progress achieved till then.
- 1.2 Non-submission of the programme as envisaged above shall entitle Railway to terminate the contract under Clause 62 of the General Conditions of Contract.
- 1.3 This is to reiterate that the Railway reserves the right of terminating the contract at any stage of review of the progress, if the above agreed programme(s) are not adhered to within the margin of 10% as envisaged in Clause 62(1)(viii) of the General Conditions of Contract
- 1.4 If the contract was terminated due to the failure of contractor, Railway reserves the right to invite one or more tenders for the completion of balance work separately or combined with other similar work.
- 1.5 The contractor has to coordinate with the principal contractor and execute the work.

2.0 **INCOME TAX:** Income Tax will be deducted at 2% (Two percent) and also surcharge, if any, at source from each bill, unless otherwise authorized by Income Tax Department.

3.0 **GST (Goods and Service Tax) :** It may please be noted that the supplier of Goods and / or services for the said tender / agreement, would be subject to GST Act and Rules as applicable from time to time.

4.0 **CESS ON COST OF CONSTRUCTION:** The tenderer for carrying out any construction work in the relevant State (Tamil Nadu / Kerala / Karnataka / Andhra Pradesh / Pondicherry) must get themselves registered from the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the relevant State Government and submit Certificate of Registration issued from the Registering Officer of the relevant State Government (Labour Department). For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.

5.0 SAFETY OF LABOUR:

- 5.1 The contractor must ensure the safety of labour engaged by him during the course of execution of work and/or while crossing the track. The railway will not be responsible for any injury sustained by the labour or for any fatal accident and the contractor should bear all the loss and the expenditure involved.
- 5.2 The contractor will have to make his own arrangement for a sharp look out for train approaching the work spot and warning the labour working on the track sufficiently in advance.

6.0 **PENALTY DUE TO UNSAFE WORK :**

- 6.1 In the event of accident at the work site, on account of contractor's negligence or the negligence of his men, penalty upto an upper limit of the 10% of the total cost of the work shall be imposed on the contractor.
- 6.2 Railway administration reserve, the right to terminate the contract with immediate effect if the contractor is found responsible for causing an accident, without giving any further notice/notices to the contractor.
- 6.3 In the event of contractor not completing the work or leaving it unsafe at the end of the day's work, on account of which a speed restriction has to be imposed, the track shall be attended to immediately at the contractor's cost without any further notice. In addition to the labour cost recoverable from the contractor, supervision charges @ 12.5% and train detention charges @ Rs.2000/- every half hour or part thereof shall be recovered.
- 6.4 In the event of contractor starting the job without proper supervision, causing an accident, he may be prosecuted under Railway Act for unlawfully interfering with the Railway track and the contractor should bear the actual losses, compensation with damages to the Railway property. In additional penalty of Rs.20,000/- for every such case shall be leviable on the contractor.

7.0 **PERIOD OF COMPLETION :** The period of completion of the work is Six months months from the date of issue of Letter of Acceptance. The contractor/s will be required to maintain speedy and required progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated period failing which action may be taken by the Railway Administration in terms of Clause 17 and / or Clause 62 of the General Conditions of Contract.

7.0. **WARRANTY:** The tenderer / contractor has to attend or replace the material supplied, erected and tested and commissioned, against any damage or Poor workmanship for a period of 12 months from the date of completion of work.

8.0 **VITIATION CLAUSE :**

- 8.1 In the event of Vitiating occurring due to increase or decrease in quantities among the first, Second and third lowest valid tenderers, the vitiating shall be to contractor's account. The total value of the work done shall be calculated at the rate offered by those tenderers and the amount payable shall be limited to the lowest aggregate value as worked out.
- 8.2 Vitiating as above shall be worked out as a whole for Agreement including all variations in quantities.
- 9.0 **Workmanship:** Good workmanship is an essential requirement. The work shall be carried out under the direct supervision of a person holding a certificate of competency issued by the State Government for the type of work involved.

10.0 No Electricity/power will be provided by the Railway to the contractor to execute the work. The contractor if so desire to have temporary power for this work may apply for the same to the Assistant Executive Electrical Engineer / Construction/ Tiruchirappalli 620001 and if feasible supply may be made available on terms applicable for outsiders. The Contractor has to bear the cost of temporary power supply installations and consumption charges during execution period.

11.0 **SCHEME OF WORK :**

- a) Within a period of 30 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit to Dy.Chief Electrical Engineer / General/Construction, Chennai Egmore, the following documents.
- i) Detailed time schedule for design and submission of various documents be included in the time schedule of make it comprehensive. The comprehensive schedule shall be planned in a manner such that the entire basic designs and drawings for the section is/ are accepted by the purchaser within a period not exceeding one third of the total period allowed for and working drawings within a period not exceeding two third of the total period allowed for completing the work. This period shall be reckoned from the date of issue of the Letter of Acceptance of Tender. The Schedule shall take into account the time required for study by the Purchaser who reserves for this purpose 15 days for verifying the designs and drawings.
- ii) **TIME SCHEDULE FOR EXECUTION:** A detailed time schedule in form of a PERT CHART consisting of adequate number of activities covering key phases of work. The chart shall indicate the interface facilities and materials to be supplied by the Purchaser dates by which those are required. The plan for each stage of work shall be done in the order of priority as given by the Purchaser and should be such as to complete the entire work within the stipulated period.
- b) **WORKS TO BE DONE AS APPROVED:** The planning shall be finalized in consultation with the purchaser and approved by the later in writing before commencement of the work and the Contractor shall be held responsible for the executing of the work in full compliance with approved designs and drawings. Designs and drawings modified at site by the purchaser's Engineers shall be treated as approved. However such modifications shall be incorporated in the designs and drawings and resubmitted for formal approval.
- c) **MONTHLY PROGRESS REPORT:** The contractor shall furnish to the Chief Administrative Officer/ Metropolitan Transport Project, or his successor nominee during the first week and third week of every calendar months a progress report showing finalization of designs and drawings, details of materials and equipment received at site and the works carried out during the preceding months and upto date progress of these items.
- d) For finalizing the scheme of work out lined in above sub paras the Contractor shall make use of latest network analysis technique like CPM technique, PERT chart etc.

12.0 **THE CONTRACTOR ORGANISATION:**

- i) Contractor shall make his own arrangement for execution of work at site / custody of stores etc till the same is handed over to Railways including provision of fencing, temporary walls if any security arrangements for men and materials etc.
- ii) The contractor will be responsible for all loss and or damage in the transfer of materials and no loss damage or expenses incurred on this account will be reimbursed by the purchaser.

- iii) Contractor has to make his own arrangement for electric power requirement if any for execution of work. However on request from the contractor Railway may supply electricity on payment basis at its discretion as per extend norms. In any case non supply of power will be construed as to reason for delay in progress by the contractor.
- iv) At places where piped water supply is available the purchaser may supply water to the contractor at convenient points for his office, workshops and stores if necessary in connection with the work. The Contractor shall arrange water at the work site at his own cost.
- v) The Contractor shall arrange at his own cost all tools plant and facilities as necessary for erection and testing of the equipment, in compliance with the specification.
- vi) No conservancy charges will be recovered from the Contractor.

13.0 **SPECIFIED RAILWAY STORES:** Under subject tender all supplies are to be made by contractor. Railway is not issuing any stores.

14.0 **CONTRACTOR'S DRAWING ETC:** Any calculations, designs, schedules, information data, progress chart etc. Required by the purchaser's Engineer in connection with contract shall be furnished by the contractor at his own expenses.

15.0 **CRANES:** No cranes will be provided by the Railways during erection work. The contractor has to make his own arrangements for transporting all equipments and erection at site.

16.0 **CONTRACTOR'S RESPONSIBILITY FOR DISCREPANCY :**

- a) All designs and drawings submitted by the Contractor shall be based on a through study and shall be such that the Contractor is satisfied about their suitability. Purchaser's approval notwithstanding, during the progress of the contract, the ultimate responsibility for correct design and execution of work shall rest with the Contractor.
- b) The Contractor shall be responsible for and shall pay the costs for any alteration of works arising from any discrepancies errors or omissions in the designs and drawings supplied by him, whether such designs and drawings have been approved by the purchaser or not.

17.0 **ADDITIONS AND ALTERATIONS TO ERECTED EQUIPMENT:** The Purchaser may require additional installations or modifications to be carried out on the works he deems necessary either during the execution of or after a part or whole of the installations coming within the purview of the Contract has been put into commercial service. In case the prices for such additional works or modifications are not covered by the schedule or prices and are such that either party considers additional prices for such works justified such additional works or modifications shall be carried out only after the additional prices proposed by the Contractor are accepted by the Purchaser. In case additional installations or modifications are required to be carried out under this para the Purchaser shall grant a reasonable extension of time should it be necessary.

18.0 COMPETENT SUPERVISORS:

- a. The execution of all the works as per the specifications will be done by the contractor at his cost. For this purpose the contractor shall employ competent representatives to supervise the works at all stages. The said representative shall be present at site during working hours and any written orders or instructions which the Engineer or Engineer's representative may give to the said representatives of the contractor shall be deemed to have been duly given or communicated to the contractor.
- b. The Contractor or his representative will accompany the Engineer or Engineer's representative on inspection or proceed to their offices whenever called upon to do so.
- c. The Contractor's representative shall give the necessary direction to his workmen and ensure that they execute their work in sound and proper manner. He shall employ only such supervisors, workmen and labourers for the execution of any of the works as a careful and skilled in their respective trades and callings. If and whenever required by the Engineer or Engineer's representative the Contractor shall submit a correct return showing the means of all personnel employed by him for the contract. In the event of the employing sufficient number of competent staff as is necessary for the proper execution of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect take on the additional number of staff as advised by the Engineer or Engineer's representative.

19.0 WORK BY OTHER AGENCIES :

- a) Any works undertaken at the same time by the Purchaser or the Railway direct or through some other agencies at the same time or section where the contractor is carrying out his work will not entitle the Contractor to prefer any claim regarding any delays or hindrances he may have to face on this account. The Contractor shall comply with any instruction which may be given to him by the Purchaser in order to permit simultaneous execution of works.
- b) The Contractor shall take note that owing to works being carried out by the Purchaser and others, there may be breaks in the continuity of the locations for work But the Contractor shall not be entitled to claim any extra payment on account of such breaks. However, such breaks in the continuity of work would be reasonable ground for extension of completion dates for the work.
- c) If the Purchaser is unable to supply materials to the Contractor as specified in the contract, in time, the contractor shall not be entitled to any extra payment on account of such delay in supply. However, such delays in supply will be reasonable ground for extension of completion date/s for the week.

20.0 ACCESS TO WORK SITE :

- a) Access to the site shall be afforded to the contractor at all times. In the execution of the work no person other than the Contractor or his authorized representatives or approved sub contractors or Bonafide workmen shall not have access to the site. The purchaser or his authorized representative shall have the right to refuse admission to the work site or any person employed by the Contractor whom the purchaser or his Engineer may consider undesirable.

- b) The Purchaser or his Engineer shall be at liberty to object to the employment of any person as Contractor's Agent/ Representative, approved Sub contractor's supervisors workmen or labour for execution of this contract on the ground of misconduct, incompetence or negligence. The Contractor on receipt of notice of such objection in writing from the Purchaser or his Engineer shall forthwith remove the person so objected to and provide in his place any other competent person.

21.0 INSURANCE OF MATERIALS AND INSTALLATIONS: The Contractor shall hold a policy or policies of insurance for all materials in storage as well as for all materials involved in work or works are in progress. The Contractor shall not liable for losses damages to equipment's erected, in the course of erection or in store under Contractor's store's custody.

22.0 ACCIDENTS:

- a) The Contractor shall in respect of all staff engaged by him or by his sub contractor, indemnify and keep the purchaser apprised at all times the liabilities incurred under workman's Compensation Act, the Factories Act and the payment of wages Act and rules made there under from time to time or under any other labour and industrial legislation made from time to time.
- b) The Contractor shall indemnify and keep the purchaser indemnified and harmless against all actions, suits claim, demands, costs charges or expenses arising in connection with any death or injury sustained by any person or persons within the Railway premises and any loss or damage to Railway property sustained due to the acts of omission of the Contractor his sub contractors his agents or his staff during the execution of this contract irrespective of whether such liability arises under the Workmen's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.
- c) "The Contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by bad design, workmanship, material or negligence of the part of the Contractor and as such the contractor shall be entirely liable for compensation of any kind arising out of any claim whatsoever."
- d) The contractor shall at his cost arrange for expeditious clearance of railway premises when they are damaged as a result of accident during transportation of material and during the erection work upon oral/telegraphic/written instructions from purchaser's Engineer or representative until installations are provisionally handed over to Railways.

23.0 SITE CLEARANCE: At the end of each spell of work and on completion of the work, the contractor shall be a part of his contractual obligation to leave the depot premises and their approaches, store yards etc. clearance of rubbish and obstruction of all kinds.

24.0 TRAINING OF RAILWAY STAFF : The contractor shall provide adequate training to the Railway staff as nominated by engineer in charge to enable operate, maintain and troubleshooting of the electrical installations for reliable service. However, the responsibility of maintenance of the electrical installations, fittings provided/erected will rest with the contractor during the guarantee period.

- 25.0 **JURISDICTION OF THE COURT BINDING THE CONTRACT:** For the smooth operation of the contract, any suit or proceedings to enforce the rights of either of the parties here to under this agreement shall be instituted in and tried only by the courts under jurisdiction of Honourable High Court of Madras (and its subordinates courts) and by no other court, and both the parties hereto, hereby expressly agree to submit to the jurisdiction of courts under the jurisdiction of Honourable High Court of Madras (and its subordinates courts).
- 26.0 **In view of improved reliability working and to prompt service the Escalator from reputed manufacturer who have large presence and good service setup in the city viz M/s. JOHNSON, KONE, MITSUBISHI, Limra Elevators are preferable.**
