

**SOUTH EAST CENTRAL RAILWAY**  
**ADDITIONAL SPECIAL CONDITIONS OF CONTRACT PART-I**

1. These "Additional Special Conditions", the clauses of the instructions to tenderers and the stipulations made in the schedule of items of work if any shall govern the works done the contract in addition to and/or part supercession of the SEC Railway schedule of Rates (Revised Edition 1974) Vol.I and II corrected up- to- date.
2. When there is any conflict between the instructions to tenderers with additional special conditions and with stipulations contained in the schedule of items on one hand, the SEC Railway schedule of Rates (Revised Edition 1974) Vol.I and II corrected up- to- date on the other hand the former shall prevail.
3. All the expenses in drawing up the agreement and the cost of stamp duty if any shall be done by the Railway administration.
4. No passes of any kind for self, agent and labourers for any purpose in connection with this tender/contract will be issued to the contractor.
5. Any change in the address of the contractor shall be forthwith intimated in writing to the Railway. The Railway will not be responsible for any loss or inconvenience suffered by the contractor on account of his failure to comply with this.
6. The cancellation of any document such as power of attorney, partnership deed, etc., Shall forth with be communicated by the contractor to the Railway in writing failing which the Railways shall have no responsibility of liability for any action on the strength of the said documents.
7. If the contractor's firm is dissolved due to death or retirement of any partner or any reasons whatsoever before fully completing the whole work for any part of it, undertaken by the principal agreement the partners jointly, separately and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained if any by the Railway due to such dissolution. The amount of such compensation shall be decided by the General Manager of the Railway and his decision in the matter shall be final and binding on the contractor(s).
8. The deployment of all plant and machinery including moving machines should be such is such as not to infringe or cause damage to Railway track or any other Govt. or private properties. Operation of such equipment involving infringement to moving dimensions prescribed in hand book the schedule of dimension for the Railway shall not be under taken without the prior approval of Divisional Engineer. Form any loss or damage resulting from violation of this clause, the contractor's shall be wholly responsible.
9. Use of raw materials secured with Government assistance: -
  - (a) Where any raw materials for the execution of the contract are procured with the assistance of the Railway either by issue from Railway stock or purchase under arrangements made or permits licenses issued by the Government the contractor shall hold the said materials as trustee for the Railway and use such materials economically and solely for the purpose of the contract against which they are issued and not dispose off without the permission of the Railway. He shall also return if required by the Sr.Divl Elect Engineer (G) to such destination as may be directed, all or part of surplus or unserviceable materials that may be left with him after the completion of the contract or on its termination for any reason whatsoever on payment of such price as the Sr.Divl. Elect. Engineer (G) may fix with the due regard to the condition on the materials, in the event of the contract being cancelled for any default on the part of the tenderers the freight charges for the return of the materials according to the directions of the Sr.Divl Elect. Engineer (G) shall be borne by all contractors. The decision of Sr.Divl.Elect. Engineer (G) shall be final and conclusive.
  - (b) In the event of breach of aforesaid conditions the contractor shall in addition to make himself liable for action of contravention of the term of the license or permit and/or for criminal branch of trust be liable account to the Railway for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.
10. If the original work order issued to the contractor is lost by him for any reason whatsoever and the contractor demands for supply of a duplicate of the same, a penalty levy of Rs.10/- (Rupees Ten only) for each work order of the same will be imposed on him for issue of duplicate copy of the work order.
11. In respect of work, the contract value of which is more than Rs.5,000/- each a deduction of 2% on the gross payment from each of the contractor's bill will be made in terms of section 194(c) of Income Tax Act of 1961.
12. **(a) Mode of Payment :-** The contractor shall be paid from time to time by way of on account payment subject to a maximum of 90% only for such works as in the opinion of the Sr.Divl. Elect.Engineer(G) for the portion of the work executed in terms of the contract. The balance 10% payment shall be made through final bills, after tenderization and upon certification of satisfactory completion of work by the Sr.Divl.Elect.Engineer (G) will be the sole judge to decide if the work is done satisfactorily in all respect and he reserves the right to withhold payment of the balance 10% of the value. Please note that this 90% payment is for supply/ Erection for individual work only.
- (b) Payment Clause:-**In case supply and erection work, only 80% payment shall be released against of material supplied and balance payment will be released after successful completion / execution of works item wise as per terms and conditions of payment.
13. Maintenance of completion of work:- The maintenance period in terms of clause 47:49 of General conditions shall be twelve (12) months from the date of completion certificate for all works except earth works. The contractor has to made good all deficiencies encountered during this period. At the end of the period, he shall hand over the assets to Sr.DEE/G or his authorized representative.
14. The tender may be required to engage surplus/retrained casual labourers of the SEC Railway, if found suitable upto the extend of 20(Twenty) persons for each lakh or part of the value of the contract during the urgency of the contract. Terms of employment between such labour and the tenderer may be on mutually agreed terms subject to the statutory provision contained in the labour Regulations and Enactments. The contractor shall indemnify the Railway against the claim arising out of employment of such labour and the Railway shall not be a party to any disputes etc., arising out of the employment of such labour by the tenderer.
15. During the execution of the work against this contract, the contractor's will be responsible for antilarval work at his/their own cost.
16. The quantities mentioned in this tender are only approximate and may vary according to actual requirement up to 25% on either side at same rates, terms and conditions. If the total agreement value goes beyond 25% above the original value following will be applicable.
  1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.

2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125 % of the agreement quantity subject to the following conditions.
  - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade:
    - (i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
    - (ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
    - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
  - (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
  - (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO / FA&CAO(C) and approval of General Manager.
3. in cases where decrease is involved during execution of contract:
  - (a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.
  - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
  - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
5. No such quantity variation limit shall apply for foundation items.
6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).-
7. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
8. For tenders accepted by General Manager, variations up to 125% of the original agreement value may be accepted by General Manager.
9. For tenders accepted by Board Members and Railway Ministers, variations up to 110% of the original agreement value may be accepted by General Manager.
10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.
17. Where items not covered by the schedule are to be executed the rates for such item wise works will be negotiated and the works carried out at such agreed rates or through any other agency at the discretion of the Railway administration.
18. The contractor(s) shall give a programme of completion for all items of work included in this contract and get the same approved by the Engineer-in Charge of the work and adhere to the same programme, subject to overall dates stipulated for completion of all works to be done under this contract.
19. No lead for contractor's materials shall be payable for all the works executed under this contract.
20. The supply of materials, workmanship should conform to the Annexures. All materials before use in works shall be got approved by the Engineer –In –Charge or his authorized representative. Materials which are not approved as above shall not be used in the work and if the same used, such work is liable for rejection and its removal by the tenderer or at his cost.
21. (a) Plugging work other masonry works to proceed other works and to be done at the time of plastering and before white-washing of the Building.
  - (b) The contractor shall make good all damages to the Railway Buildings, Roads and properties caused by him in the execution of the contract, to the entire satisfaction of the Railway Administration.
  - (c) On completion of works, testing with the approval Mechanical and Electrical instruments are obligatory to determine the efficiency of the equipment of materials used in operation.

**SOUTH EAST CENTRAL RAILWAY  
ADDITIONAL SPECIAL CONDITIONS OF CONTRACT PART-II**

**NAME OF WORK:- Electrical(G) portion of work for:- (i) Augmentation of laundry at coaching depot Durg and other facilities at coaching depot Durg (ii) Redevelopment work at passenger interface area of Raipur station.**

The above work is required to be completed in all respects within **12 months [Twelve Months]** from the date of acceptance letter.

- 1 All materials shall conform to the relevant Indian Standard Specification/RDSO.
- 2 Approval of Sr.DEE/RS&G/Raipur must be taken by the tenderer before supply of material.
- 3 Before starting of work layout plan and necessary drawing (prepared by the tenderer as per actual site) approval of Sr.DEE/RS&G/Raipur must be taken by the tenderer.
- 4 The contractor should get sample approval within fifteen (15) days from the date of accepting of LOA without fail.
- 5 The contractor should submit all approved materials as per schedule to consignee in challan within thirty (30) days from the date of sample approved.
- 6 If any deviation from the specifications is felt necessary, it shall be got approved by the competent authority only, before proceeding with the work.
- 7 The GST act and rules will be applicable for this tender and any change in tax time to time as per Govt. rule will be recoverable as per extant rule.
- 8 In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST ACT. The Railway shall deduct the applicable GST from his/their bills under reverse charge mechanism(RCM) and deposit the same to the concerned tax authority.
- 9 Income Tax @2% ( Two percent ) plus surcharge on Income Tax @ 10%(Ten percent ) and Education Cess @3% on IT & Surcharge are recoverable for the work executed under the contract, Conservancy cess recoverable as per extant rule. All Taxes change time to time as per Govt. rule and will be recoverable as per extant rule.
- 10 Quantity may vary plus (+) or minus (-) 25%
11. INSPECTION:
  - (i) All the materials which will be supplied by contractor/supplier for amount of more than Rs 5 lakh shall undergo pre-dispatch inspection by RITES/as decision of Sr.DEE/RS&G/Raipur. The agency will have to offer the materials for material inspection in writing and the cost of inspection will be borne by the contractor.
  - (ii) All the materials which will be supplied by contractor/supplier for amount of less than Rs 5 lakh shall be inspected by consignee.
  - (iii) The purchaser reserves the right to reject all or any part of the material being manufactured of awaiting dispatch, due to any defect or deviations from the standard specifications prescribed as observed during the Inspection. In case of any dispute/difference in this regard the decision of the Sr.DEE/RS&G/Raipur shall be final and binding
12. The purchaser reserves the right to reject all or any part of the material being manufactured of awaiting dispatch, due to any defect or deviations from the standard specifications prescribed as observed during the Inspection. In case of any dispute/difference in this regard the decision of the Sr.DEE/RS&G/Raipur shall be final and binding Contractor will be held responsible for making good the loss due to fittings damaged/stolen etc. from his custody without any additional charges.
13. The Payments to engaged labours/workers by the contractor should be through bank accounts of labours/workers only. The tenderer shall ensure Minimum wages to labour to be paid .The tenderer shall ensure Registration of the firm EPFO/ESIC in terms of EPFO letter no CA/U/011(33)2015/HQ Dated 22.05.2017.
14. The contractor should follow all rules and regulations of labour act/ Law with respect to different facilities to be provided to labour like ESI, EPC, Medical insurance of labour etc., in course of any future disputes with reference to non-adherence of labour rules and regulations, the contractor will pay the disputed amount to the claimant & railway will not be liable to pay any disputed amount on this account.
15. The tenderer shall maintain the for supplied materials as mentioned in detail explanatory note in attached annexure and in case guarantee/warranty not specified in annexure then maintain for a period of 12 months from the date of commissioning. Any defect arising out of poor material or workman ship shall be rectified free of cost by the tenderer.
16. All the material supplied by contractor against the work within guarantee/warrantee should be replaced/repared by the contractor within 48 hours of complain made. After thatRs.500/- will be deducted per day delay in attending the complain& rectifying.
17. Supervision of work shall be conducted by authorized representative of Sr.DEE/RS&G /Raipur.
18. Purchase voucher/ test certificate / guarantee certificate etc., from the manufacturer or their authorized dealer shall be produced in original on demand to the Sr.DEE/RS&G /R for all or part of the supplied materials.
19. Any repaired defect shall be attended to promptly and repaired/ replaced the defective parts.
20. Any released material should be returned properly to the area depot incharge/consignee through return challan.
21. The Sr.DEE/RS&G/Raipur reserves the right to increase, decrease or delete totally any quantity of the schedule at Annexure-A depending upon the conditions prevailing at the time of execution of the work.
22. All the cost related to inspection of material (either consignee or M/s RITES etc) to be born by the tenderer.
23. Guidelines are given on the drawings and shall be strictly followed.
24. As per Railway Board letter no-2018/CE-I/CT/4,Dt-17.10.18 this is to be ensure-
  - 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](http://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:

- B. Contractor shall apply for onetime registration of his company/firm etc. in the shramikkalyan 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.
  - C. 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.
  - D. The contractor once registered on the portal shall provide details of his Letter of Acceptance(LOA)/Contract Agreements on shramikkalyan 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 7days of receipt of such request.
  - E. After approval of LOA by Engineer , contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
  - F. 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.
  - G. 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 representative that "I have uploaded the correct details of contract labours engaged in connection with this contract and payment made to them during the wage period in Railway's Shramikkalyan portal at [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in) till \_\_\_\_Month \_\_\_\_Year"
25. Indian Railway Standard General conditions of contract April 2022 with latest correction slip will be Applying for any deviation
26. Inclusion of 'Letter of Credit' as Mode of Payment in Works Tenders or Service Tenders-
- (i) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
  - (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
  - (iii) The option so exercised, shall be an integral part of the bidder's offer.
  - (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
  - (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC
    - (a) The LC shall be a sight LC.
    - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
    - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (Local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
    - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.
    - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his ,agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
    - (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation(format enclosed as annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
    - (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.
    - (h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
    - (i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
    - (j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation, Bill of Exchange and Bill.
    - (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
    - (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
    - (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
    - (n) Any number of bills can be dealt within one I.C, provided the sum total of payments to contractor is within the amount for which LC has been opened.
    - (o) The LC shall be closed after the release of final payment including P VC amount, if any, to the contractor.
    - (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.