

Additional Terms & Conditions

1.	The work shall be executed within 12 months after issuing of LOA.
2.	The Contractor shall deploy the qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s) during execution the tender works as per GCC-April/2022.
3.	The contractors are advised to provide / mention their contact nos. (Telephone/Mobile nos. of self, their supervisor and staffs) to Railway officials as soon as Contract is awarded. The contact Telephone/Mobile no. should be working for 24 Hrs.
4.	No TA/DA or any sort of other traveling facility will be provided to the contractor or to his authorized staff for undertaken Railway journey in connection with this contract.
5.	No compensation towards any accident whatsoever will be paid by the Railway.
6.	The Price Variation Clause (PVC) shall not be applicable for this work.
7.	The Contractor shall provide necessary tools, instruments and equipments regarding the nature of scheduled work to his all labours and his employees at his own cost.
8.	Contractor shall be liable to compensate the Railway administration for all damages and losses that may be caused to electrical (TRD) or other property belonging to the Railway Administration whether in his possession or not, through his negligence, misconduct, default or any other act of commission or omission on his part or on the part of his agents, servants or employees.
9.	Contractor has to keep their tools, instruments and equipments in their own custody at the space to be provided by railways, Any theft, loss, or any unusual occurrence will be the full responsibility of the Contractor.
10.	The Senior Section Engineer (in charge) concerned or their nominated representative shall be responsible for inspection of materials, supervision of this contract and for certifying the quantum for the purpose of payment of the Contractor's bills.
11.	Contractor must supply the materials as per RDSO Drg./specifications & Original test/guarantee certificates of the supplied Items should be submitted to the Senior Section Engineer (in-charge) before commencement of the work.
12.	Samples of the items to be utilized in the work shall be got approved from the concerned Electrical/TRD officer in charge before starting the work.
13.	Railway reserves the right to demand for any particular make of fitting/equipment as mentioned in the approved tender schedule list.
14.	Contractor must submit authenticated purchase documents for the materials used in the work. In case the materials are taken on loan from a reputed firm with a valid certificate and test certificates of major items used in the work before billing.
15.	Electrical work shall be undertaken as per Indian Electricity (IE) Rules.
16.	The offer shall be submitted as per GST regime. GSTIN registration should be provided by the contractor.
17.	All Released materials during the execution of work shall be deposited by the contractor at their own cost and arrangement, to the Depot In-charge of the respective OHE-cum-PSI depot through proper challan.
18.	Joint Testing of tensile load strength of insulators & all types of joint testing of auxiliary Transformer must be done by contractor with competent TRD representative before putting them in service and to be certified by competent authority. Also testing date to be written on the cap of insulators.
19.	Only RDSO/CORE Approved vendor material should be used.
20.	Firms must follow guidelines of IR Shramik kalyan portal as per extant rule.

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21.	As per Rly Board's L. No. 2018/CE-I/CT/4 dated 17.10.2018, in order to increase transparency in payment of contract labour wages and other payments, web-based e-application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in . All contractors are required to upload details of their LOAs, engaged workmen, wage payment details, PF/ESIC details, etc. on monthly basis. The details so uploaded shall be available in public domain. The Shramik Kalyan details of engaged workmen, wage payment details, PF/ESIC details, etc. on monthly basis shall also be submitted along with every bill. Option for the contractor to take payment from Railways through a letter of credit (LC) arrangement shall be as per Railway Board's letter no. 2018/CE-I/CT/9 dated 04.06.2018.
22.	The Contractor shall comply with the provision of the i) contract labour (Regulation and Abolition) Act, 1970 ii) Contract labour (Regulation and Abolition) Central Rules 1971 iii) provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952 iv) provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923 and follow all Labour's law / rules as given in Standard General Conditions of Contract 2018 of Indian Railway with latest amendments.
23.	All Tenderers should note before quoting their rate for this tender that supplier of goods and/ or services would be subjected to GST Act and rules as applicable time to time.
24.	Only existing LOP and engineering plan will be supplied by Railways to contractor for reference in Sr. DEE/TRD/APDJ's Office itself.
25.	The actual location of casting of foundations, erection of OHE structures, shifting etc shall be given to the successful Tenderer by respective SSE (TRD) or his Railway representative if drawing and design is of railway. Necessary drawings wherever required shall be given to the successful Tenderer.
26.	Transportation of materials by loading and unloading shall be arranged by contractor at his own cost, for supplied materials by contractor and materials supplied by railway for completion of work.
27.	At the time of digging of foundation, due care is to be taken by contractor for safety of Railway track, communication and power cable etc. and no damage should be occurred during execution of work, if damages occurred then penalty will be imposed as damaged cost as per Railway Board Guideline/HQ instruction/Any other instruction of Railway competent authority.
28.	At the time of erection of masts / portal / TTCs/Any Structure, Up-rooting of OHE masts, necessary protection is to be taken by contractor for safety of moving trains/Railway Track/Railway Property/Railway Staff / Passengers / Contractors staff etc.
29.	All works Shall be done under the supervision and in the presence of the supervisor or Railway representative.
30.	As per Railway Board policy, pre-inspection of supplies by third parties is mandatory for all purchase orders valuing more than 5 lakhs, vide Railway Board's Letter No. 2000/RS(G)/379/2 dated 06.09.2017. The inspection charges shall be borne and paid by the firm itself.
31.	RITs Inspection of material to be done by contractor as per instruction of competent authority (Sr. DEE/TRD) at contractor's own cost or Authorized to any person by the competent authority for inspection of material as deemed fit and certificate to be submitted before installation of the material.
32.	The contractor shall be liable for penalties in the event of any cable cut or damage caused by negligence during the execution of work. Such penalties will be recovered as per the latest joint Procedure Order (JPO) and extant Railway policies.
33.	The contractor shall maintain & submit records of work done on daily basis as well as compiled format. DPRs and Foundation casting reports duly verified by site engineer/railway representative.
34.	<u>Inspection of work:</u> The Railway's representative/officers for checking the progress and quality of work could inspect the work site at any time. Any defects as may be noticed by the inspecting officials will have to be rectified by the contractor at his cost. In case the inspecting officer finds the progress unsatisfactory or the quality of work inferior, he may immediately order the contractor to suspend the work. The defects noticed should be got attended immediately, failing which the defects could be not rectified and the balance work got completed through any other agency at risk and cost of the defaulting contractor.

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35.	<u>Tower Wagon:</u> For carrying out final check on Over-head Equipment after modification, Tower Wagon will be spared by Railways to the extent of requirement as decided by Sr.DEE/TRD or his authorized representative as per availability.
36.	<u>Penalties related to defect/ deficiencies observed during works</u> <ul style="list-style-type: none">• If any breakdown/unusual/train detention occurs due to poor workmanship or any lapse on contractor's part, a penalty of Rs.10,000/-on flat rate basis per occasion to be imposed.• If the contractor's team fail to utilize power block, poor progress for every hour of power block utilized, bursting of power block and proved in joint findings then a penalty of Rs.5000/-on flat rate basis per occasion to be imposed. If the quality of work is not ensured as per standards or work is not carried out up to the satisfaction of Railway's Supervisor.• For non-compliance of any other conditions of the tender on receipt of recorded complaint/s& in case any abnormalities found a token penalty of 1000/- will be imposed or as decided by Sr.DEE/TRD• It is the responsibility of successful tenderer to remove released materials and pick up from site and handover to Concerned TRD depot and accountable to be maintained. Material/Released Material stacking shall be as per depot engineer direction. If contractor failed to remove or denied to remove/transport released/used materials/scape materials from work sites t depot despite instruction by concerned railway engineer, then penalty of Rs.3000/-on flat rate basis or amount of charges for vehicle hired by Buyer from third party/per day charges of railways vehicles as case may be decide by Sr. DEE/TRD per occasion to be imposed.


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