

SPECIAL CONDITIONS OF THE CONTRACT

1.1 INTRODUCTION:

- 1.1.1 The several documents forming the tender are to be taken as mutually complementary to one another, detailed drawings shall be followed in preference to small scale drawings and figured dimension in preference to scaled dimensions.
- 1.1.2 The tender shall be governed by General conditions of contract (GCC-2022 or its latest amendments if any during entire contract period), preamble and general Instructions to tenderer and special Conditions of Contract.
- 1.1.3 **IF THERE ARE VARYING OR CONFLICTING PROVISIONS IN THE DOCUMENTS FORMING PART OF THE CONTRACT, SR.DEE/G NEW DELHI SHALL BE DECIDING AUTHORITY WITH REGARD TO THE INTENTIONS OF THE PROVISIONS AND DECISION SHALL BE FINAL AND BINDING TO THE CONTRACTOR.**

1.2 SCOPE OF WORK: -

Electrical work in connection with (i) Provision of 2 Family suits and 6 individual suits at ORH GZB in lieu of Old ORH. (ii) Construction of underground tank & pump house, electric sub-station, improvement to water supply system under ADEN/GZB. (iii) Augmentation of homing capacity of ELS/GZB from 200 to 225. (iv) Reorganization of facilities available in Shed and shop at ELS/GZB. (v) Provision of effluent treatment plant at ELS/GZB.

The works to be governed by this contract shall cover designing, manufacturing, supplying, transportation till destination, safe custody at site, Insurance, Erection, testing and commissioning of the works as per specifications in SOR or/and relevant IS, IE rules or relevant international standards of working. In totality works executed should be as per standards as deemed fit to ensure safety and reliability.

- 1.2.2 Any associated ancillary work which is not included in description of SOR but required to complete the work of that SOR item has to be provided by the firm and no extra payment will be made for this.
- 1.2.3 The firm has to obtain the certificate / license from Fire Department of Delhi Fire Service after completion of work if required, responsibility of renewal of certificate/ license also lies with the firm. Railways will pay only the requisite license fee if any and assist in obtaining the same.
- 1.2.4 If any damage is caused to building, road etc. civil work during execution of work, it shall be responsibility of the contractor to repair and make good the loss properly at his own cost to the satisfaction of the Railway Administration/representatives.
- 1.2.5 The works to be undertaken by the contractor shall inter alia include the following: -
 - a) Detailed design of equipment including shop testing of such equipment contained in technical specification.
 - b) Providing Engineering Drawings, Technical data, operation manuals, catalogues, spare parts lists etc for the said equipment as erected at site.
 - c) Packing and transportation of said equipment from the manufacturer's factory to the work site in Northern Railway.
 - d) Receipt including unpacking of the said equipment(s) at the site storage, preservation and conservation at site of work in Northern Railway.
 - e) Unpacking, checking for damage/ shortage, cleaning and erection.
 - f) Commissioning Tests.
 - g) Warranty obligations.

- h) Other Miscellaneous Work.
- i) The tenderer will report to consignee before taking out any maintenance activity or any complaint in the system. They will also submit the detail report after completion of the job. The performance of equipment and failure report also be submitted on monthly, quarterly and yearly basis.
- j) The work should be as per SOR complete as per site requirement and to the satisfaction of Railway representative.

1.3 SITE OF WORK:-

The site of work is at ORH GZB & Construction site of underground tank & pump house, electric sub-station under the jurisdiction of SSE/PS/GZB & under the jurisdiction of SSE/PS/ELS/GZB. However, site can be changed anywhere in Delhi Division, if required.

1.4 STANDARDS: -

- 1.4.1 The electrical work shall be carried out in accordance with the approved standard of general electrical work, comply with and IE/IS Act and Rules passed there under in all respect.
- 1.4.2 The electrical work shall be carried out without interruption of power supply to the offices. Necessary shut down of power supply shall be arranged by Railway if required.
- 1.4.3 **All electrical works should comply with The Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulation.**
- 1.4.4 **Tenderers should note that they should be aware of the Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations (CEA Regulations) and will quote rates that are inclusive of all costs associated with complying with the CEA Regulations.**
- 1.4.5 **Tender may comply with Indian Railways manual for Electrical General service Volume I (Power supply) August 2022 or latest. Available at [https://indianrailways.gov.in/railwayboard/uploads/directorate/ele_engg/Circulars/Elect PS/other_circulars/Electrical%20General%20Service%20Manual%20Volume-I%20Power%20Supply_Ebook_26-11-22.pdf](https://indianrailways.gov.in/railwayboard/uploads/directorate/ele_engg/Circulars/Elect_PS/other_circulars/Electrical%20General%20Service%20Manual%20Volume-I%20Power%20Supply_Ebook_26-11-22.pdf)**

1.5 GENERAL CONDITIONS: -

- 1.5.1 The work shall be done in accordance with Tech. Specification. The contractor is advised to go through the Tech. Specification before offering their quotations.

THESE TECHNICAL SPECIFICATIONS ARE DETAILED TO MEET THE DESIRED QUALITY OF WORK. HOWEVER, IN CASE OF ANY AMBIGUITY / TYPOGRAPHICAL MISTAKE, NECESSARY CLARIFICATION MAY BE COLLECTED FROM SR.DEE/G OFFICE BEFORE TENDER OPENING TILL COMPLETION OF WORK. THE DECISION OF SR.DEE/G/DLI OFFICE IS BINDING AND FINAL IN NATURE.

- 1.5.2 Material to be used should be in accordance with approved make given in the schedule. However, if need be, other reputed makes can also be approved by competent authority.
- 1.5.3 The work shall be carried out in the best workmanship and any defects in the work of changed in the design as per site conditions are pointed out by the inspecting authority shall be carried out by the contractor within the tendered rates.

- 1.5.4 In case of any dispute, regarding work the decision of the Sr. Divisional Elect. Engineer will be final and binding to the contractor.
- 1.5.5 If any damage is caused to the building as a result of execution of work, it shall be responsibility of the contractor to repairs and make good the loss properly at his own cost to the satisfaction of the Railway Administration/representatives.
- 1.5.6 All the earth works debris shall be removed daily after execution of the day work and throw outside the Railway premises by the contractors at his own cost and labour.
- 1.5.7 No part of the work can be got executed by the other agency except by the staff of contractors.
- 1.5.8 Any defects /discrepancy pointed out to the contractor during site inspection shall be rectified by the contractor at his own cost.
- 1.5.9 The tenderer shall responsible for obtaining the approval of local authority i.e. NDMC/CPWD/MCD /state authority and also pay all necessary charges for road cutting etc for cable laying.
- 1.5.10 Before commencing the work contractor shall seek approval of make/ sample from competent authority.
- 1.5.11 Inspection of material shall be done by the authorized representative of Sr. DEE-G/ RITES.
- 1.5.12 Contractors have to submit type test certificate for relevant SOR items confirming to latest guidelines for the validity period of type test as per Central Electricity Authority/relevant IS/IE rules.
- 1.5.13 The tenderer cannot demand that all the work be given only in a group of nearby stations.
- 1.5.14 Tenderer must be prepared and equipped to mobilize manpower, tools, and materials to any site within the Delhi Division.
- 1.5.15 Tenderer cannot refuse or delay work on the grounds that it is far, scattered, or less convenient. The quoted rate in the tender is assumed to cover all such travel, mobilization, and logistic efforts. Tenderer is expected to carry out the work wherever instructed.
- 1.5.16 "Special instructions to the tenderer for the works tenders/contracts" vide letter no. ADRM/Infra/Misc./2026-27, dated: 10.04.2026;
 - (1) The rates quoted by bidder abnormally above or below over advertised rate in the tender will be examined by the tender committee. The rate reasonability of such rates will be assessed and deliberated based on the latest Average LARS (preferably 3 LARs) and the abnormal rates lower/higher side declared by Tender committee shall be banned for comparison in future tenders in isolation.
 - (2) The agreement quantity of items banned on lower side by the tender committee shall not be reduced during execution of work. If reduction proposed, a recovery shall be made for the reduced quantity equal to the difference between the updated LAR used for comparison of rates by the tender committee in finalization of tender and the rate quoted by the bidder in the tender.
 - (3) The agreement quantity of items banned on higher side by the tender committee, positive variation in quantity shall not be allowed during execution of work. If the quantity of such items increases beyond the agreement quantity, payment shall be restricted to the updated average LAR (used in LAR tabulation sheet for comparison of rates in the tender).
 - (4) Introduction of any new SOR/NS item will be introduced with prior approval of the Tender Accepting Authority (TAA). The variation in such approved new SOR/NS items will be exceptional and minimal after approval of the competent authority. Hence, the proposed SOR/ NS items will be quantified after proper assessment of scope of work.
 - (5) The rate %age quoted by the bidder (lower side only) in the respective tender schedule will be applicable on the new SOR/DSR items proposed during execution of the work.
 - (6) The new NS item other than SOR/DSR items & and no LAR available will be proposed in contract after latest Analysis of Rates (AOR) duly vetted by Finance. In such cases banning of items in contract and quoted %age rate over the tender schedules will not be applicable.
 - (7) The rate reasonability & comparison of rates will be on items/Chapter wise with correct WPI index & sufficient number of LARs (preferably 3 or more LARs) so that each Chapter should have been sufficiently represented and compared one-to-one.
 - (8) Item banned higher/lower, updated LAR rates used for comparison in TC Minutes to be mentioned in LOAs. Recovery statement to be enclosed on IRWCMS.

1.6 GUARANTEE

THE TENDERER SHALL GUARANTEE THE EQUIPMENT OFFERED FOR SATISFACTORY PERFORMANCE FOR A PERIOD OF 12 MONTHS FROM THE DATE OF COMMISSIONING AND HANDING OVER THE INSTALLATION TO THE RLYS. AGAINST ANY DEFECTS ARISING OUT OF FAULTY MATERIALS AND POOR WORKMANSHIP. THE TENDERER SHOULD MAKE GOOD ALL THE DEFECTS FREE OF COST DURING THE GUARANTEE PERIOD AND REPLACE OR REPAIR THE DEFECTIVE EQUIPMENTS /PARTS FREE OF COST PROMPTLY AND SATISFACTORILY.

Note: Firm shall have to furnish a certificate confirming of guarantee clause specified in PCEE/NR Spec for LED (Rev.3) & PCEE/NR Spec for LED (Rev.4) regarding guarantee clause from OEM of the LED Luminaries.

1.7 SPECIFICATION OF MATERIAL TO BE USED:

The technical specification for the equipment/material shall be as per CPWD General Specifications for Electrical Works Part-I Internal – 2023 & General Specifications For Electrical Works Part-II External-2023, CPWD DSR (E&M) 2022 as applicable to SOR items and

1- Technical Specification-I: PCEE NR SPEC FOR LED (Rev-3)

2- Technical Specification-II: PCEE NR SPEC FOR LED (Rev-4)

1.8 PAYMENT TO THE CONTRACTOR SHALL BE MADE AS UNDER:

1.8.1 100% payment will be done after successful supply, installation, testing and commissioning of actual work done by the contractor and on certification by the Railway representative.

No part payment shall be made for supply of material except for SOR item no. 29, 33, 36, 41, 53, 54, 76, 77, 82.

For the above mentioned items 64% of item cost will be paid on receipt of material in Railway custody after successful inspection and acceptance. Quantity of item for which payment against supply is admissible as per tender conditions, shall be approved prior by Officer In-charge.

In case, contractor has received 64% payment against supply of above mentioned items and later on, these items are not executed at site due to contract termination or short closure or lapse of DOC etc. Railway shall have full right to return these unexecuted items to contractor and claim the payment made to contractor.

1.8.2 2% Income Tax and 15% surcharge on Income Tax shall be deducted from the payment as statutory obligation and required certificates for this deduction shall be issued by Railway Accounts Department.

1.8.3 Any other statutory taxes, as applicable shall also be deducted from the contractor's bill.

1.9 Deployment of Technical Supervisor

1.9.1 In terms of provisions of new clause 26 A 1 to the General Conditions of Contract (GCC), contractor has to employ following Qualified Engineers during execution of work:

(a) One qualified Graduate Engineer when the cost of work to be executed is Rs.200 lakh and above

(b) One qualified Diploma Holder Engineer when the cost of work to be executed is more than Rs.25 lakh, but less than Rs.200 lakh

Graduate/Diploma holder Engineer will be available at site as and when or for the period as directed by Engineer's representative.

1.9.2 Further in case the contractor fails to employ the Qualified Engineer, as aforesaid, in above paras, in terms of clause 26 A.1 to the GCC Part-II, he shall be liable to pay an amount of Rs.40,000 and Rs.25,000 respectively for each month or part thereof for the default period.

1.10 NOTE:-

1.10.1 The payment to the firm will be made after deduction of the taxes as per extant rules.

1.10.2 Following note should be also be considered:

- a) The contractor shall restore the site where electrical work has been carried out to original condition at his own cost and labour.
- b) Accessories required to complete the work which are not specified in the scope of work/schedule of rates and required, shall be provided by the firm.
- c) The contractor may go through the SOR/site and specification before submitting their offer.
- d) The drawing/design/sample of items shall be got approved by the contractor from Competent authority before/ utilizing/ procuring/ manufacturing the same.
- e) Contractor will collect the material/cable to be supplied from stores of consignee/SSE/SPL/Ajmeri Gate at his own cost/Labour/transportation etc. No extra payment will be made.
- f) Work will be carried out at discrete locations as per site requirement. Contractor can not claim for carrying out work in a particular section.
- g) Work must be carried out in various sections concurrently. No claim or request of contractor for carrying out work in one section at one time shall be admissible.
- h) Since cable laying is to be done along tracks, which makes site difficult owing to already laid cables of S&T and other departments, track crossing, bridges, platform etc. Contractor should consider all these factors while quoting.
- i) Due to various factors like already laid S&T cable, nearby tracks etc manual digging has to be resorted for cable laying. Contractor must consider these factors while submitting the bid.
- j) Work is to be carried out in presence of Railway representative.
- k) Route of cable laying must be got approved from Consignee before cable laying.
- l) If any already laid Railway cable is damaged during digging, contractor shall be responsible and a suitable penalty as per Railway rules/guidelines/JPO will be levied upon contractor.