

PART - I

CHAPTER - II

SCOPE : 1.2.1

This chapter deals with the conditions of Contract under which the various works coming under the purview of this contract are to be executed by the Contractor. In case of conflict between this document and General conditions of contract 2022. Conditions laid down in GCC 2022 shall prevail

CONDITIONS OF CONTRACT : 1.2.2

If the Tender submitted by a Tenderer is accepted and the contract awarded to the Tenderer, the various works coming under the purview of the contract shall be governed by the terms and conditions included in the Tender papers covering the following :

- (i) Preamble to the Tender Papers.
- (ii) Instructions to Tenderers and conditions of Tendering, as included in Part-I, Chapter-I.
- (iii) Conditions of contract, as included in this chapter.
- (iv) Prices and Payments, as included in Part-I Chapter-III A, IIIB & IIIC.
- (v) Explanatory notes of Schedule , Schedule of prices, Part-I, Chapter-IVA, IVB & IVC.
- (vi) Annexures and Forms under Part-V and as modified or amended by the letter of acceptance of the tender.
- (vii) The Indian Railway Standard General Condition of Contract- 2022 (IRSGCC-2022).

PURCHASER'S REPRESENTATIVE : 1.2.3

(i) PURCHASER'S REPRESENTATIVE: Subject as otherwise provided in this contract, all notices to be given on behalf of the Purchaser and all other action to be taken on his behalf may be given or taken, as the case may be, on his behalf by the General Manager or his successor.

(ii) DELEGATION BY ENGINEER: Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both parties.

However, unless otherwise agreed by both parties, the engineer shall not delegate the authority to determine any matter in accordance with clause 1.2.14 (Determinations).

Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority.

Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

- (a) Any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the engineer to reject the work, Plant or materials.
- (b) If the contractor questions any determination or instruction of an assistant, the contractor may refer the matter to the engineer, who shall promptly confirm reverse or vary the determination or instruction.

CONTRACTOR'S REPRESENTATIVE : 1.2.4

The Contractor's representative shall be a person as defined in Para 1.1.2.

CONTRACTOR'S OFFICE & ADDRESS : 1.2.5

The Contractor shall within a month of issue of letter of acceptance of Tender, establish an office at a convenient place indicated in Part-III, for progressing designs and drawings and field works, expeditiously, in consultation and with approval of the Purchaser. He shall intimate the Purchaser the address thereof in which all correspondence shall be sent. Any communication sent to the Contractor by post at his said address shall be deemed to have reached the Contractor duly and in time. Important documents shall be sent by Registered post/Speed Post.

PURCHASER'S ADDRESS : 1.2.6

The list of addresses to which correspondence and documents relating to the contract should be sent, is included in Preamble clause 24.

1.2.7 - Deleted

-

TAXES : 1.2.8

- a) The Contractor and all personnel employed by him shall pay such taxes like income tax as are payable under statutory laws of India and the Purchaser will not accept any liability for the same.
- b) Income tax will be deducted at 2% (two percent) and also surcharge if any at source from each bill unless otherwise authorized by the Income-Tax department.
- c) Deduction of income tax at source as per provision of finance act and income tax act in force may be made from the Contractor/sub-Contractor and the amount so deducted may be credited to the Central Government.
- d) The rate quoted by the tenderer should take into account applicable GST and cess on GST (if any) thereof Railway will not pay any such charges levied upon tenderer and tenderer will only be paid at the rate accepted by the Railway administration under the Contract.
- e) This tender falls under the category of Civil Works Contract and is like all other Works contracts which attract provisions of GST under Central Goods and Services Taxes, 2017. All the bidders/ tenderers should ensure that they are GST compliant and their quoted tax structure/ rates are as per GST law. The TDS on GST @ 2% or as amended from time to time shall be recovered from the running on-account bills.
- f) **Implementation of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":**

The tenderers for carrying out any construction work 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 concerned State Govt. and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act subject to amendments, if any, in the Act from time to time.

ILLEGAL GRATIFICATION : 1.2.9

Any bribe, commission, gift or advance given, promised or offered by the Contractor, or his partner, Agent or servant or any one on his or their behalf to any officer, servant, representative or the agent of the Purchaser or any person on his or their behalf in relation to the obtaining or the execution of this or any other Contract with the Purchaser, shall, in addition to the criminal liability he may incur under the prevention of corruption act (1908), subject the Contractor to the cancellation of this and all other Contracts, and also to payment of any loss resulting from any such cancellation to the like extent as is provided in case of cancellation due to other causes, and the Purchaser shall be entitled to deduct the amounts so payable from any moneys otherwise due to the Contractors under this or any other Contract as envisaged under para 1.2.42. Any question or dispute as to the commission of any offence under the present clause shall be decided by the Purchaser, in such manner and on such evidence or information as may be thought fit and sufficient and his decision shall be final and conclusive in the matter.

RAILWAY PASS: 1.2.10

No Railway pass for the conveyance of the Contractor or his agents or his labour and/or stores will be granted.

LAWS OF INDIA : 1.2.11

(a) This contract shall be governed by the laws for the time being in force in the Republic of India.

(b) Deleted.

FORCE MAJEURE : 1.2.12

If, at any time, during the continuance of this contract the performance, in whole or in part, by either party, of any obligation under this Contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, quarantine restrictions, strikes, lock-outs, any Statute, Statutory Rules, regulations, orders or requisitions issued by any Government Department or competent authority or acts of God (hereinafter referred to as "event") then, provided notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and the obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the Purchaser and the Contractor after any event or 120 days in the absence of such an agreement whichever is more, either party may at its option terminate the contract, provided also that if the contract is so terminated under this clause, the Purchaser will at the time of such termination take over from the Contractor, at prices as provided for in the contract, all erected equipment or equipment's under erection as also all or any portion of unused, undamaged and acceptable equipment's, whether in storage or in the course of manufacture, at Schedule rates or at prices mutually agreed to, where Schedule rates are not available.

NOTICE UNDER LOCAL LAWS : 1.2.13

The Purchaser shall, throughout the continuance of the Contract, and in respect of all matters arising out of the Contract, serve all notices and obtain all consents and way leaves, approvals and permissions required to be taken by the Purchaser under any regulations and by-laws of the local or other authority, which shall be applicable to the works.

DETERMINATION OF CONTRACT : 1.2.14

Notwithstanding the provisions under para 1.2.12 the Purchaser may, at any time, by a notice in writing, summarily determine the contract without liability to pay any compensation to the contractor in respect thereof in any of the following events and action would be taken as per clause-28 of the Preamble.

1. Determination of contract owing to default of contractor –if the contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his Creditors, or
- (iii) Being a Company or Corporation, go into Liquidation (other than a voluntary Liquidation for the purpose of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the work, or
- (v) Assign the contract or any part thereof otherwise than as provided in clause 1.1.16 of these conditions of Indian Railway Standard General Condition of Contract- 2022, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of Contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
Fail to execute the contract documents in terms of Clause 8 of the Regulations for Tenders and Contracts of Indian Railway Standard General Condition of Contract- 2022,
or
- (ix) Fails to submit the documents pertaining to identity of JV and PAN in terms of Clause 18.11 of Tender Form available in the Regulations for Tenders and Contracts of The Indian Railway Standard General Condition of Contract- 2022,
or
- (x) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under para 25 and 27 of The Indian Railway Standard General Condition of Contract- 2022,
or
- (xi) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the Indian Railway Standard General Condition of Contract- 2022 (Para 1.2.35 of tender document), or
- (xii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under clause 28 of the conditions (GCC), or
- xiii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xiv)(A) At any time after the tender relating to the contract, has been signed and submitted by the contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be,

or

(xiv)(B) Fail to give at the time of submitting the said tender:

- (a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender,
Or
- (b) The correct information as to such engineers or officers obtaining permission to take employment under the Contractor,
Or
- (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer,
Or
- (d) Being an incorporated company, correct information as to whether, any of the Directors was such a retired engineer or retired officer,
Or
- (e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said Tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said Tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or Director of such firm or Company as the case maybe or to seek employment under the Contractor.
- (f) Submits copy of fake documents/certificates in support of credentials submitted by tenderer.

Then and in any of the said clause, the Engineer on behalf of the Railway may serve the Contractor with a notice (FORM-25) in writing to that effect and if the contractor does not within sevendays after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of Engineer, the Railway shall be entitled after giving 48 hours notice (FORM-26 or 26 A, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours notice, a final termination notice (FORM-27 or 27A, as the case may be) should be issued.

Note:Engineer at his discretion may resort to the part termination of contract only in cases where progress of work is more than or equal to 80% of the original scope of work.

2. Right of Rly. After rescission of contract owing to default of contractor – In the event of any or several of the courses, referred to in sub clause (1) of this clause, being adopted –

- (a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials of entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a

Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

- (c) In the contract rescinded in part or parts,
 - (i) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
 - (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of GCC.
 - (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.
 - (iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
 - (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.
- (d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery & buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works of any part thereof until the completion of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear per destruction thereof.
- (e) The Engineer shall as soon may be practicable after removal of the contractor fix and determined ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

LOSS IN TRANSIT :1.2.15

If loss or damage occurs to the stores or any part thereof during transit by rail, the Contractor shall have only such remedy as is available to the public against the carrier under the Indian Railways (Amendment) Act 1961, No. 39 of 1961.

AGREEMENT : 1.2.16

- (a) **Execution of Contract Document:** The tenderer whose tender is accepted , shall be required to appear in person at the office Sr.Divisional electrical engineer,Traction distribution , DRM Complex, Bengaluru 560023 -or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there

upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

- (b) **Form of Contract Document:** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor.
- (c) If a work is transferred from the jurisdiction of one Railway to another Railway or to a project authority or vice versa while the contract is in subsistence the contract shall be binding on the Contractor and successor Railway/Project in the same manner and take effect in all respects as if the Contractor and the successor Railway/Project were parties thereto from the inspection and the corresponding officers or the competent authority in the successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/ agreement entered into.
- (d) If for administrative or other reasons the Contract is transferred to the successor Railway/Project the contract shall, notwithstanding anything contained herein contrary thereto, be binding on the Contractor and the successor Railway/Project in the same manner and take effect in all respects as if the Contractor and the successor Railway/Project had been parties thereto from the date of this contract.
- (e) Final Supplementary Agreement: After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of FORM-29, the parties shall execute the Final Supplementary Agreement as per FORM-29.

SECURITY DEPOSIT: 1.2.17

The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 8% of the total value of the contract.

Further, in case of contracts having value equal to or more than ₹ 50 crore (Rs Fifty crore) the Security Deposit may be deposited as irrevocable Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract. Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited by the Contractor with his tender will be returned by the Railways.

Note: After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.

- (A) (i) **Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor after the following:
- (a) Final Payment of the Contract as per clause 51.(1) of the Standard General Conditions of Contract and
 - (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
 - (c) Issue of Maintenance Certificate on expiry of the maintenance period as per clause 50.(1) of Indian Railway Standard General Conditions of Contract- 2022 (IRSGCC-2022).

- (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of 2022 Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) 2022, the Security Deposit shall not be forfeited.

- (B) No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of 2022 this clause will be payable with interest accrued thereon.

SCHEME OF WORK : 1.2.18

(a)-The contractor who has been awarded the work should submit programme of work as per clause 19(3) Part-II of IRSGCC 2022. The contractor is liable to pay towards penalty upto Rs.50,000/- for delay in submission of the programme within the prescribed time.

(i) Detailed time schedule for design and submission of various documents, Designs and Drawings to be supplied by the Purchaser shall also included in the time schedule to 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 30 days for verifying the designs and drawings.

NOTE : *The above provision is applicable provided the Purchaser has been able to supply all pegging plans and other drawings and designs in a uniformly spread out manner to the maximum extent possible over a period ending at least four months before the target dates allotted to the Contractor.*

(ii) Deleted

(iii) A detailed time schedule shall be in form of a PERT network consisting of adequate numbers of activities covering key phases of work for each section. The network shall indicate the interface facilities and materials to be supplied by the Purchaser and dates by which those are required. The planning 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 finalised in consultation with the Purchaser and approved by the latter in writing before commencement of the work and the Contractor shall be held responsible for the execution of the work in full compliance with approved design 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 Sr.Divisional Electrical Engineer, Traction Distribution, DRM office, Ground floor, Near city railway station, Bengaluru- 560023 during the first week of every calendar month, a progress report showing progress of finalization of designs and drawings, materials and equipment received at site and the works carried out during the preceding month and up-to-date progress of these items alongwith the total quantum of designs and drawings, materials and equipment and the works required for the contract.

(d) For finalizing the scheme for work out-line in above sub-paras, the Contractor shall make use of the latest network analysis techniques like CPM technique, PERT chart etc.

(e) Contractor shall widely use IT (Information Technology) : Not applicable for this work

PROCUREMENT OF MATERIALS/QUALITY OF MATERIALS: 1.2.19

All materials used in the work shall be procured from RDSO/ CORE approved sources only and of the best quality and of the class most suited for the purpose specified. It is essential that the manufacturer/s from whom supply is arranged should have long experience of design and manufacture of equipments components, materials and fittings. The requisite facilities for testing prototypes supplied against this contract should be available with the manufacturer. In the case of these equipments components or fittings for which the requisite facilities for testing prototypes are not available with the Manufacturer the manufacturer shall arrange to carry out the prototype tests at his own cost in a testing laboratory approved by the Purchaser. Only tested quality steel shall be used. Conditions for procurement of materials from RDSO vendors (i.e. approved or developmental vendor) shall be as per the latest guidelines.

SPECIFIED RAILWAY STORES : 1.2.20

FOR WORKS : 1.2.20.1

a) The various materials which will be supplied to the Contractor by the Purchaser are listed in Annexure-4. The price in Schedules shall be exclusive of the cost of supply of these items. For the purpose of final reconciliation, the procedure laid down in Para 1.2.21 will be followed. Shortages shall be recovered from the Contractor by the purchaser at the prices specified in the Note at the end of Para 1.2.21 Cost of repairs to damage of materials handed over to the Contractor, shall be borne by the Contractor.

b) Further the Purchaser reserves the right to supply any equipments, components or materials which are in contractor's scope of supply, indigenous or imported, from his own resources in quantities which may fulfill the contract either in whole or in part up to a maximum of 15% of the total value of the contract. No handling charges will be paid to the Contractor for such supplies, and the same shall be accepted by the Contractor provided that the Purchaser shall, at the time of issue of Letter of Acceptance of Tender to the Contractor, indicate to the Contractor the list of materials and quantities thereof which will be supplied. Such materials will be supplied by the Purchaser free at the Contractor's depot / sufficiently in advance of the planned date/s of erection. Such materials shall be tested by the Contractor at his cost before use to the extent that the specifications require tests at site prior to installation but Contractor will not be responsible for any defects in the material or component and he may return to the Purchaser any materials which are found defective or damaged on account of manufacturing defects. Any undamaged surplus materials left with the Contractor on completion of the work should also be returned to the Purchaser for which necessary adjustments would be made. The cost of the materials supplied by the Purchaser to the Contractor in terms of the above sub-para would be recovered from the Contractor as indicated in Para 1.2.21.

c) The various equipments components and materials supplied by the Purchaser to the Contractor will be handed over to the Contractor, as far as possible in a state ready for installation. The Purchaser shall supply to the Contractor within reasonable time (as far as possible within 3 months of issue of Letter of Acceptance of Tender) as many copies as possible (subject to a maximum of six copies) each of the drawings of all items to be supplied by the Purchaser. Wherever possible 3 copies each of the Instruction booklets for various equipments will also be supplied by the Purchaser. The Contractor shall carefully follow the instructions mentioned in the various instruction booklets and those indicated by the Purchaser during the erection of equipments supplied by the Purchaser and shall endeavor to bring such equipments into successful operation. In the event of failure of any item supplied by the Purchaser due to inherent defects/deficiencies in the item, the Contractor shall not be responsible. Should the defects be repairable at site without requiring the dismantlement of the equipment, then, the repair shall be done by the Contractor, free of cost, for which the necessary replacement parts will be supplied by the Purchaser, free of cost, to the Contractor. If the defects cannot be rectified at site and the replacement of the equipment is required then the Purchaser shall replace the defective equipment, alternatively, the Contractor may be required to dismantle the defective equipment and re-erect the repaired equipment for which he shall be paid separately at original Schedule-1 rates as applicable, if available or at rates to be mutually agreed to between the Purchaser and the Contractor prior to undertake the work.

d) In case the damage to the stores handed over to the Contractor, is caused by fault test or careless handling by the Contractor as distinct from damage due to inherent manufacturing defect, the cost of the repairs to/replacement of the damaged equipment shall be borne by the Contractor.

OTHER RAILWAY STORES :1.2.21

If any material other than those specified in para 1.2.20 is supplied by the Purchaser either at the Contractor's request or suo moto in order to prevent any possible delay in the execution of the works likely to occur due to the Contractor's inability to make adequate arrangements for supply thereof or otherwise, recovery will be made from Contractor's bill at the issue rate or market rate prevailing at the time of supply, whichever is higher, plus 5% on account of initial freight and 2% on account of incidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight and incidental charges as per the supply rate of schedule, whichever is higher, freight between the Purchaser's source of supply and the Contractor's depot or Railway's Depot shall be to the Contractor's account. If, however, the material required by the Contractor is not available in Purchaser's stock or the Purchaser decides not to supply the same, be that for whatever reason, the Purchaser shall not be bound to arrange for the supply at cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in execution of works. Successful tenderer must return the materials borrowed from the purchaser, if the tenderer fails to do so, deductions as mentioned above will be made from the contractor's final bill.

Note : If the Contractor could not receive the materials in time for the work due to reasons beyond his control and if such materials are available in Purchaser's stock the material may be spared by the Purchaser to the Contractor who will claim only erection charges or return the materials prior to claiming final progress bill or during reconciliation, whichever is earlier.

CONTRACTOR'S ORGANISATION :1.2.22

In addition to the establishment of an office as per para 1.2.5 the Contractor shall set up at least one main depot for receiving and storing steel work and other materials and establish a workshop for small fabrication and assembly work if considered necessary by the Contractor. If he and the Purchaser deem it necessary, sub depots may be set up to ease operation of work trains and distribution of materials. The location of Contractor's depot and sub depots will be mutually agreed upon by the purchaser and the Contractor. For the main and sub depots the purchaser shall offer open space reasonably leveled and workable and suitable for storage of materials free of charge, inside Railway premises which will be convenient from the point of view of operation. The depot/s shall as far as possible be located such as to be accessible by road.

Note:a) All expenses for providing covered and enclosed storage and workshop accommodation other facilities and running the establishment shall be borne by the Contractor.

b) The main depots will be located at stations as indicated in Part – III. The proposed location/s of sub depot is to be given by the Tenderer for scrutiny and approval by the Purchaser.

c) The Contractor shall hand over the depot, sub depot area complete within a period of one year from completion of the work, cleaned of all Contractor's stores, refuse unless otherwise agreed to by the purchaser.

d) The Contractor will be responsible for transfer of materials from main depot or sub depots between depot/s and workshops except where otherwise stated. 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.

e) Electricity may be supplied at places where spare capacity is available for running machinery and for lightning. The Purchaser will entertain no complaints on the non-availability of power supply. The

contractor shall provide his own distribution system in consultation and with the approval of the purchaser. The Contractor shall pay the cost of providing connections and of energy consumed to the Purchaser in accordance with relevant rules and prevailing rates of the Railway.

f) 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 to lay his own pipelines for distribution in consultation and with the approval of the Purchaser. The Contractor shall be charged for consumption by the Railways. The Contractor shall arrange water at the work site at his own cost.

g) 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.

h) No conservancy cess charges will be recovered from the Contractor. The Tenderer should take note of this while quoting rates.

i) For every contract in operation, a spot for the dumping of the materials/debris should be identified jointly with Railways.

j) Each bill of the contractor submitted have to be necessarily accompanied by a certificate by the concerned Railway Supervisor that the debris for the work done till the stage of payment (for which the bill is being put up) has been cleaned and dumped at the nominated place.

(k) Contractor shall arrange and make available at their depot the following measuring equipment's duly calibrated for inspection at site by the representative of the purchaser as and when required:

- (i) Weighing Machine of capacity 2 MT
- (ii) Alco meter
- (iii) Vernier Caliper
- (iv) Micrometer
- (v) Radius Gauge
- (vi) Thread Gauge
- (vii) Steel Measuring Tapes 3m & 30 m length each
- (viii) Angle Protractor

CONTRACTOR'S DRAWINGS ETC. : 1.2.23

Any calculations, designs, drawings, schedules, information, data, progress charts etc. required by the Purchaser's Engineer in connection with the contract shall be furnished by the Contractor at his own expenses. The Contractor will not be required to furnish drawings, designs and calculations etc. for basic designs and employment schedules provided by the Purchaser in case no modification/deviation is required for a particular basic design/ employment schedule. In case of new developments in designs, comments on Research Designs and Standards Organization (hereinafter called RDSO's) and decision of Purchaser to implement the same basic drawings /designs/employment schedules will be submitted by the contractor to the Purchaser. If the RDSO's drawings/ designs/employment schedule is not revised, Contractor need not submit drawings/ designs/ employment schedules to the Railway Electrification. 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 Purchaser. The Purchaser if convinced of the need of the alteration shall approach RDSO for necessary approval. In case of any ambiguity in the interpretation of design and drawing, the decision of the purchaser shall be final and conclusive.

SUB- CONTRACTORS: 1.2.24

- (a) The Contractor may sub-let a part of the works under this contract and enter into contract with suppliers for supply of materials.

- (b) The names of all sub-Contractors proposed to be employed for execution of work or any part thereof including manufacture of components and fittings shall be submitted by the Contractor to the Purchaser and got approved by him before the Contractor enters into an agreement with the Sub-Contractor for the purpose.
- (c) The Contractor shall arrange for effective supervision of Sub-Contractor's work and remain solely responsible for materials supplied and for works carried out on his behalf by the sub-contractor/s.

QUALITY ASSURANCE MATERIALS: 1.2.25

(a) All the equipments, materials, fittings and components will be subject to quality control programme of the manufacturer, being part of the quality Assurance programme of the Contractor. The materials may also be inspected by the Purchaser or his representative either at the manufacturer works or at the Contractor's depot. The Purchaser or his representative shall have the right to be present during all the stages of manufacture and shall be accorded free of charge all reasonable facilities for inspection and testing as well as to examine the stage inspection report of the manufacturer in addition to the quality audit which the Contractor may institute as a part of his programme so as to satisfy himself that the materials are in accordance with specifications, approved drawings and designs and Purchaser's prescribed quality Assurance Standards.

(b) ERECTION

All erection work will also be subjected to the Quality Assurance Programme including inspection by the Purchaser or his representative to ensure that the work is done in accordance with the specifications and approved drawings and designs and Purchaser's prescribed Quality Assurance Standards.

(c)EXPENSES OF PURCHASER'S REPRESENTATIVE

All the expenses of Purchaser's representative shall be borne by the Purchaser whether the inspected material is finally utilised in work or not.

(d) The decision of the General Manager or his successor shall be final in respect of acceptability or otherwise of any material, fittings, components or equipments required for the work.

(e)QUALITY ASSURANCE PROGRAMME

For proper control of quality and to ensure that the materials, equipments and fittings are manufactured according to specification and the erection is according to approved instructions, drawings, specifications, the Contractor shall adopt a suitable quality assurance programme to ensure quality at all necessary points, whether at manufacturer's works, or in his depot or at work site as well as during erection. Such quality assurance programme shall also meet the requirement of the Purchaser's Prescribed Quality Assurance Standards. This programme of the Contractor shall generally cover the following:-

1. The organization to manage and implement the Quality Assurance programme.
2. The documentation control system:-
 - i) Basic control system.
 - ii) Adopted at manufacturer's works.
 - iii) Adopted at the Contractor's Depot and work site.
3. Procedure adopted for:-
 - i) Source Inspection.
 - ii) Incoming raw material inspection.
 - iii) Verification of materials purchased.
 - iv) Fabrication controls.
 - v) Site erection controls.
4. Inspection and Test Procedure for:-
 - i) Manufacture and quality control procedure.

- ii) Field activities.
- 5. System of handling and storage.
- 6. System of quality audit.
- 7. System of maintenance of records.
- 8. For the purpose of obtaining 'On Account Payment' (See para 1.3.9 of Part-I Chapter-III for OHE), the Contractor shall submit along with the invoice, the documents indicated in the Prescribed Quality Assurance Standard which should inter-alia cover the following as may be applicable in each case.
 - i) Material test reports on raw materials used.
 - ii) Material type and routine test report on components specification.
 - iii) Inspection plan with reports of the Inspection plan check points.
 - iv) Routine test report.
 - v) Factory test results as required under the specification.
 - vi) Quality audit report including test check report of Purchaser's representative if any.

CRANES : 1.2.26

(a) FOR WORKS

No cranes will be provided by the Purchaser. All materials supplied by the contractor will be unloaded by the contractor at the locations specified at his own cost (the exact site and location of which will be decided and intimated later). The Contractor has to make his own arrangements for transporting of materials to the site for erection.

WORK TRAINS : 1.2.27

No work train will be provided by the purchaser. All the wiring materials like conductor drums and steel structures for erection should be transported to the site by the contractor by his means for erection.

LADDER TROLLEYS

However, The Contractor may use light ladder trolleys on tracks for carrying out installation of droppers and adjustments of traction overhead equipment and any other work possible duly taking line and power block. The ladder trolleys shall not weigh more than 200 kg and should be capable of being removed from the track easily and quickly. The detailed drawings of these should be submitted within one month from the date of issue of Letter of Intent/ Acceptance of Tender to enable the purchaser to obtain approval from the competent authorities for the use of such trolleys on tracks, if required.

TRAFFIC BLOCKS: 1.2.28

(a) The Purchaser will make arrangements to obtain traffic blocks (hereinafter referred to as blocks) if required. The Contractor shall however carry out maximum amount of work possible without blocks.

(b) Blocks will normally be granted any time during day or night to suit convenience of traffic operations. The contractor shall equip himself to carry out all construction during night blocks also efficiently by suitable Generator and lighting arrangements. The blocks granted will ordinarily be on one track at a time over a distance covered by one or two consecutive block sections. In case of blocks to be granted after sunset, the Contractor will be informed only at short notice. The duration of blocks, normal and maximum, which would ordinarily be granted on different tracks and in different sections, during day and/or night time is indicated in Part III. Blocks should not be availed of by the Contractor when it is not possible for him to complete the specific field work within the block period granted by the purchaser.

(c)Block periods shall be counted from the time the track is given to the Contractor's disposal by controllers at the work spot till it is cleared by the Contractor. All blocks asked for and granted shall be reckoned in accordance with para 1.2.28. If by the contract or completion date the total reckoned period of block works out to less than the specified number of block hours per kilometre of single track to be equipped as indicated the Contractor shall be eligible for corresponding extension of time for completion of the work.

(d)Blocks will normally be granted for carrying out other work in one block section except when the work overlaps two adjacent block sections, blocks will be granted over both the block sections. The contractor shall organise the various works so as to use fully the blocks granted to him. He shall ensure that none of the equipment obstructs at any time at any track for which he has not been granted a block.

(e)The Contractor shall in consultation with the Purchaser submit a weekly block program for works 7 days in advance of the week for which the program has been submitted. At the end of each week a comparison shall be made between the block periods asked for by the Contractor and that availed of by the Contractor fractions of an hour in the total being ignored.

(f)Blocks will be subject to normal operating conditions and rules of the Railway. All formalities of exchanging private number etc. with the traffic control will be carried out by the Purchaser's staff and for this purpose the purchaser will depute representative for each erection gang who will be responsible for imposing traffic blocks and also removing the same after men, material and equipment have been cleaned by the contractor from running tracks and the same declared for traffic by the Purchaser's representative in case of works involving safety of running tracks.

The protection required for block working i.e. flagmen, flags etc. shall be provided by the contractor. Competency for the above shall, however, be given by the Railway authority. Protection of track by banner flags shall be done in accordance with General Rules of Indian Railways and Subsidiary Rules of the concerned zonal Railway where work is being carried out. Flagmen so deployed by the contractor shall be medically fit for A/3 category (as per Indian Rly Medical Manual); examination and certification of which shall be given by Railway Doctor. Such medical examination from Rly Doctors shall be arranged by Rly authority; prescribed fee for which shall be borne by the contractor.

(g)Blocks required for carrying out works necessitated by the thefts, Pilferage, accidents or such other incidents shall be granted by the Purchaser over and above the normal requirements of block and shall not be counted for the purpose of para 1.2.28 (c).

(h)Traffic blocks given after energisation (See 1.2.46) I shall not be reckoned for the purpose of Para 1.2.28 (c).

(i) Traffic Blocks not to be granted for Traction sub-station and SCADA works.

DEFAULT AND DELAY : 1.2.29

The contractor shall execute the work with due diligence and expedition keeping to the approved time schedule. Should he refuse or neglect to comply with any responsible orders given to him in writing by the Purchaser's Engineer in connection with the work or contravene the provision of the contract or the progress of works lags persistently behind the time schedule due to his neglect, the Purchaser shall be at liberty to give seven day's notice in writing to contractor requiring him to make good the neglect or contravention complained of and should the contractor fail to comply with the requisitions made in the notice within seven days from the receipt thereof, the purchaser shall be entitled after giving 48 hours notice in writing under the hand of the Contractor's Engineer (to rescind the contract as a whole or in part or parts as may be specified in such notice) and action would be taken as per 1.2.17 and para-28 of Preamble.

LOSS SUSTAINED DUE TO DEFAULT AND DELAY : 1.2.30

(a) In the event of any loss to the Purchaser on account of execution and/or completion of the work or any part thereof by agencies other than the contractor, in terms of para 1.2.29, the contractor shall be liable to reimburse the loss to the Purchaser without prejudice to the other rights and remedies of the Purchaser, and the reimbursement in full or in part as the case may be, shall be met, at the option of the Purchaser from out of all or any of the following sources, viz:

- (i) Any amount due and payable to the contractor by the Purchaser on any account whatsoever,
- (ii) The Contractor's Security Deposit in the hands of the Purchaser as far as available; and
- (iii) Any other assets whatsoever of the Contractor.

(b) (i) and/or (ii) above-mentioned the Purchaser shall have the right of appropriation suomoto.

NOTE: The above para should be read in conjunction with para 1.2.42.

CORRECTNESS OF WORK AND MATERIALS: 1.2.31

(a) The contractor shall be solely responsible for the correctness of the position, levels and dimensions of the works according to approved drawings, notwithstanding that he may have been assisted by the Purchaser or his men in setting out the same.

(b) If any dimension figured upon a drawing differs from that obtained by scaling the drawing, the figured dimension should be normally taken as correct, unless it is prima facie mistake. But all such cases shall be brought to the notice of the Purchaser's Engineers and the discrepancy set right before execution.

CONTRACTOR'S RESPONSIBILITY FOR DISCREPANCY: 1.2.32

(a) All designs and drawings submitted by the contractor shall be based on a thorough study and shall be such that the contractor is satisfied about their suitability. The Purchaser's approval will be based on these considerations, notwithstanding the approval communicated by the Purchaser, during the progress of the contract for designs and drawings, prototype samples of components, materials and equipment after inspection of materials, after erection and adjustments to installations, the ultimate responsibility for correct design and execution of work shall rest with the contractor unless the Purchaser insists on adoption of his own designs in spite of the contractor not being agreeable to it.

(b) The contractor shall be responsible for and shall bear and 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.

ADDITIONS AND ALTERATIONS TO ERECTED EQUIPMENT: 1.2.33

The Purchaser may require **ADDITIONAL INSTALLATIONS OR MODIFICATIONS OR REPLACEMENTS** as per new designs as evolved or decided during the currency of the contract to be carried out on the works he deems necessary, either during the execution or after a part or whole of the installations coming within the purview of the contract has been put into commercial service. Further it may be necessary and expedient to energize overhead equipment which has been completed and finally adjusted in portions in yards. This will necessitate erection of new equipment in the vicinity or joining energized equipment. In case the prices for such additional works or modifications or replacements are not covered by the schedule of prices and are such that either party considers additional prices for such works justified, such additional works or modifications shall be carried out by the Contractor. Any additional prices for such work items would be mutually settled between the purchaser and the contractor, based on proper rate analysis and with reference to the current prevalent market rates or the rates available with the Railway in that or nearby area/s. In case additional installations or modifications or replacements are required to be carried out under this para, the Purchaser shall grant a reasonable extension of time, should it be necessary.

QUANTUM OF WORK AND MATERIALS: 1.2.34

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

1. In cases where Increase is involved during execution of contract:

- (i) The accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.
- (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates.
 - (a) Quantities operated in excess of 125% but upto 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;
 - (b) Quantities operated in excess of 140% but upto 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;
 - (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (d) The limit of 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.
- (iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
- (vi) 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).

2. In cases where decrease is involved during execution of contract:

- a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
- b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of Competent Authority may be taken as per extant instructions issued by Railway from time to time, 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.

3. VITIATION CLAUSE: Vitiating during Variation in Contract Quantities

- i) A contract shall be considered "vitiating" only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.

Sl. No.	Value of Contract	Percentage difference between present Contractor and new L-1 as a result of variation. (percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1	Small value contracts (Tender Value less than Rs 50 lakh)	10
2	Other than small value contracts (Tender Value equal to or more than Rs. 50 lakh)	5

When t

- (ii) When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken.
- (iii) The Railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.
- (iv) The above shall be regulated as under:
- (a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender.
- (b) Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/additions by way of new items will not be counted for computing Vitiating.
- (c) Railway shall exercise control over the aspect of vitiating of tender with respect to variation in quantities and shall make all efforts that no vitiating takes place in normal circumstances:-

NOTE-

(a) It is also pointed out that this variation in quantities would apply not only to works items of contracted section but also to its extensions in any direction as well as existing sidings and sidings/yard modifications etc coming up in the section during the execution of the contract.

(b) The Contractor shall, if called upon by the Purchaser, supply equipment, components, fittings and materials for OHE portion and material's column as listed in schedule for TSS and SCADA works for other requirements upto a maximum of 5% of the total value of supplies of the contract at prices included in this tender during the currency of the contract. Bulk requirements of the Purchaser under this sub-para would be intimated within 6 months from the date of issue of Letter of Acceptance of the Tender. Delivery of such materials shall be effected by the Contractor from ready stock, if available, or otherwise after procurement from the manufacturers.

COMPETENT SUPERVISORS : 1.2.35

(Clause 26 to GCC): Provision of Efficient And Competent Staff At Work Sites by The Contractor

(i) The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen &labours in or about the execution of any of these works are as careful and skilled in the various trades.

(ii) The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

(iii) In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the Railway to rescind the contract under Para-1.2.14 of these conditions.

1.2.35A (Clause 26A to GCC) : Deployment of Qualified Engineers at work sites by the contractor :

(i) The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.

(ii) In case the contractor fails to employ the Engineer, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 26A.1 of IRSGCC-2022.

(iii) No. of qualified engineers required to be deployed by the contractor for various activities contained in the works contract shall be specified in the tender documents as 'special condition of contract' by the tender inviting authority.'

Note: (i) In terms of provisions of new clause 26A.1 of IRSGCC-2022 contractor shall also employ minimum following qualified Engineers during execution of the allotted work :

- (a) One Graduate Engineer and at least one diploma holder Engineer when the cost of work is more than Rs.5.00 crore.
- (b) One Graduate Engineer when the cost of work to be executed is between Rs.1.00 cr and upto 5.00 crore.
- (c) One qualified Diploma holder Engineer, when cost of the work to be executed is less than Rs.100 lakhs.

- (d) For carrying out the Line/Power Block work, one additional experienced / trained supervisor should be engaged for value of work upto Rs.5 Cr and one supervisor for every additional Rs.5 Cr or part thereof.
- (e) Even if the value of agreement changes due to variations or even if the currency of contract is changed, the scale of personnel will remain same as per the original agreement value.

The contractor shall provide the technical personnel continuously on the project and the initially approved personnel should not be changed in the mid-course of the contract, except in exceptional situations and only with the approval of the Sr. Electrical Engineer in-charge of the work. Continuous engagement of technical personnel is defined as under:

- 1) Record of engagement of technical personnel shall be maintained by the contractor at each site where his Engineers are deployed. This record will be verified by the Sr. Electrical Engineer-in-charge of the work or any other Railway representative. In case of non-availability on any single occasion at site, it will be treated as absence for a week.
- 2) Technical staff should be available at site whenever required by the Engineer-in-charge or his authorised representative to take instructions. In case, the contractor fails to employ the Technical staff as aforesaid, he shall be liable to pay Rs.40,000/- (Rupees forty thousand only) for each month of default or part thereof in case of each Graduate Engineer and Rs.25,000/- (Rupees Twenty five thousand only) for each month of default or part thereof in case of each qualified diploma holder and Rs.20,000/- (Rupees Twenty thousand only) for each month of default or part thereof in case of experienced supervisor.
- 3) The contractor shall submit the copy of bio-data and Degree / Diploma certificate of the above technical staff employed by him for the scrutiny by Railway and for the record. Railway reserve the right to scrutinize the records of the contractor to ascertain as to whether the qualified staff has been actually employed by him and is paid for.
- 4) While passing each "on" account bill, the Officer in-charge will certify the availability of technical staff as above, otherwise the recovery as above shall be made from every bill.
- 5) The decision of the Engineer-in-charge, whether the required Technical staff was not employed by the contractor shall be final and binding upon the contractor.

TRAINING OF PURCHASER'S STAFF: 1.2.36

The Contractor shall train, free of charge, in a manner mutually agreed between the Purchaser and Contractor, such staff of the Purchaser as may be deputed by him and the wages and allowances and all other associated expenses of such staff shall be paid by the Purchaser.

WORK BY OTHER AGENCIES: 1.2.37

(a) Any other 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 but the Purchaser shall grant a reasonable extension of time to the Contractor. The Contractor shall comply with any instruction which may be given to him by the Purchaser in order to permit simultaneous execution of his own works and those undertaken by other Contractors or the Railway without being entitled on this account to any extra charge.

(b) The Contractor shall not be entitled to any extra payment due to hindrance resulting from normal Railway operations, such as delay on account of adequate number of and duration of blocks not being granted etc. but the Purchaser shall grant a reasonable extension of time to the Contractor.

(c) 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 owing to works such as track remodeling being undertaken. 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 date/s for the work.

(d) 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 work.

(e) In cases where the lines to be electrified are not in their final position, the Purchaser will furnish the remodeling plans for such lines to the Contractor and/or peg out the altered or remodeled position of the tracks to be electrified to enable preparation of designs and assessment of quantities of components required for the work. However, the Contractor may not undertake field work on such track till they are in final position. The Contractor shall not be entitled to any compensation in case of delay in such remodeling work, but the Purchaser will grant a reasonable extension of the time for completion.

(f) In course of checking the overhead equipment layout plans, the Contractor shall prepare a list of infringements, if any exist, and advise the Purchaser in time. The Purchaser will arrange for removal of these infringements. The works which will be carried out by the Purchaser are detailed below.

- i) Alterations of slewing of tracks to accommodate traction structures of overhead equipment or to suit the Railways requirement.
- ii) Alterations to over-bridge, tunnels, foot-over bridges and irrigation troughs, raising of bridges or troughs, or lowering of track to give sufficient clearance for overhead equipment.
- iii) Protection at over bridges to prevent accidental or malicious interference with overhead equipment.
- iv) In cuttings, any work necessary to provide clearance for traction structures.
- v) At viaducts and bridges, any alterations required to enable traction structure to be accommodated.
- vi) Alterations to station buildings, signal gantries, signal cabins and other similar constructions, which may be required for erection of overhead equipment, with requisite electrical clearances.
- vii) Deleted.
- viii) Removal of signal, telegraph, power lines and guys to enable overhead equipment to be erected, with requisite electrical clearances.
- ix) Any blasting work required for excavation in rock other than for foundations.
- x) Any rail strapping or other similar work/s necessary for the installation of track structures and overhead equipment on bridges and over-bridges.
- xi) Any special steel work and fittings for attachment for masts/portals on steel girder or other bridges, or for attachment to other non-traction structures of the Railway for carrying or anchoring overhead equipment conductors.

- xii) Dismantling and drilling of piers of bridges and walls, supply and grouting of dowel pins or holding down bolts, in the piers of bridges or walls.
- xiii) Clearing the way and removing all infringements for erection of 25KV feeder lines from grid sub-stations.
- xiv) Chopping/trimming of tree branches required for erection of Overhead equipment shall be done by the contractor. At least four meters clearance shall be made available before 25KV charging between the nearest OHE Structures and the tree branches. Also to ensure that there are no loose tree branches nearby or overhead which are likely to fall on the live OHE. However cutting of the trees is NOT covered under this sub clause.

(g) In the course of checking layout plans and general arrangement drawings for switching and/or booster stations, the Contractor shall prepare a list of infringements if any exist, and advise the Purchaser in time. The Purchaser will arrange for removal of these infringements at his own cost.

ACCESS TO WORK SITE : 1.2.38

(a) Access to the site for the purpose of this contract shall be accorded to the Contractor by the Purchaser at all times. In the execution of the work no person other than the Contractor or his duly appointed representative or approved sub-contractor and bonafide workmen shall have access to the site. Access to the site of work at all times shall be allowed by the Contractor to officials or approved representatives of the Purchaser or to Railway staff for purpose of maintenance.

(b) The Purchaser or his authorised representative shall have the right to refuse admission to the work site of any person employed by the Contractor whom the Purchaser or his Engineer may consider undesirable.

(c) 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 labourer 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 and shall not allow the persons so objected to, to enter the site of work subsequently or remain in the execution of the contract. The Purchaser will not be liable to pay any cost or damage on this account.

(d) While finalizing the general arrangement and layout of subsections, the Contractor shall prepare a list of infringements, if any, which have to be removed, and incorporate the list in the said drawings. The Contractor will arrange for the removal of such infringements at his own cost.

INFRINGEMENT OF PATENTS : 1.2.39

(a) The Contractor is forbidden to use any patents or registered drawings, processes or patterns in fulfilling his contract without the previous consent in writing of the owner of such patents, drawings, patterns or trade marks, except where these are specified by the Purchaser himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the Contractor. The Contractor shall advise the Purchaser of any proprietary rights that may exist on such processes, drawings or patterns which he may use of his own accord.

(b) In the case of patents taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings or patterns for which he holds a license, the signing of the contract automatically gives the Purchaser the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Purchaser, he shall be entitled to claim damages from the Contractor on the grounds of any loss of any nature which he may suffer e.g., in the case of attachment because of counterfeiting.

(c) INDEMNIFICATION BY CONTRACTOR

In the event of any claim or demand being made or action being brought against the Purchaser for infringement of letters patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any method of using or working by the Purchaser of such equipment, machine, plant, work or thing, the Contractor shall indemnify the Purchaser and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Purchaser shall notify the Contractor immediately after any claim is made and that the Contractor shall be at liberty, if he so desires with the assistance of the Purchaser if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigations that may arise therefrom and PROVIDED THAT no such equipment, machine, plant, work or thing, shall be used by the Purchaser for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

INSURANCE : 1.2.40

(a) The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the Contractor in or about the site of the Contractor's Offices for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of Insurance against all recognised risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires in his name.

(b)INSURANCE OF MATERIALS AND INSTALLATIONS

The Contractor shall take out and keep in force a policy or policies of insurance for all materials in storage and traction installations excluding foundations under erection and/or erected until such materials and installations are provisionally handed over to the Purchaser. For this purpose, the traction installations in a section (See para 1.2.46) shall be deemed to have been provisionally handed over, when a Provisional Acceptance Certificate is issued for the section or the traction installations in the section are commissioned or on the expiry of three months after installations are given ready in all respect for handing over as per Para 1.2.46.1(a) & 1.2.46.2(a), whichever is earlier, for commercial use. The Contractor shall not be liable for losses, damages to equipments erected in the course of erection or in store at the Contractor's depot, in consequence of mutiny or other similar cause over which the Contractor has no control and which cannot be insured. Such losses or damages shall be the liability of the Purchaser and if required by the Purchaser, be made good by the Contractor, at the cost of Purchaser.

Note: *It may be noted that the beneficiary of the insurance policy should be Rlys or the policies should be pledged in favour of Railways. The contractor shall keep the policy/policies current till the installations are provisionally handed over to the purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of the policy will be done by the purchaser, for which the cost of the premium will be recovered from the contractor.*

(c) The Contractor should, however, insure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (goods) Insurance Act in force from time to time.

NOTE: Deleted.

(d) The Contractor shall take out all insurance covers in connection with this contract with Government recognized Insurance Companies.

(e) Deleted.

(f) For purpose of enabling the Contractor to take the insurance cover in connection with this contract, the Purchaser will advise the approximate price of all the Railway supply materials two months before the same are handed over to the Contractor at his depot.

ACCIDENTS : 1.2.41

(a) The Contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the Purchaser at all times indemnified and protected against all claims made and liabilities incurred under Workmen's Compensations Act, the Factories Act and the Payment of Wages Act and rules made thereunder 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, claims 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 or 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 on the part of the Contractor and further the liability of the Contractor will be limited to Rs. 25 lakhs for any one accident.

(d) The Contractor shall be responsible for all repairs and rectification of damages to traction installations erected or under erection due to railway accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installations are provisionally handed over to the Purchaser (See para 1.2.46).

(e)CLEARING DAMAGED INSTALLATIONS

The Contractor shall at his cost arrange for expeditious clearing of the railway track/s of traction installations obstructing or fouling the track/s when they are damaged as a result of railway accident or any other cause, upon the oral/telephonic/written instructions from the Purchaser's representative, until installations are provisionally handed over to the Purchaser. If the Contractor fails to clear the tracks expeditiously and within reasonable time, the Purchaser will arrange to clear the track/s or the damaged installations and recover the expenses incurred from the Contractor, If during such clearance operations further damage is caused to the installations, the Purchaser is not liable to reimburse the Contractor the cost of such further damage in the installations.

(f) The Contractor shall arrange for temporary slewing of overhead equipment for crane operation for derailment of rolling stock due to accidents for which the Contractor is not responsible, if required by the Railway or the Purchaser, at the cost of the Purchaser (Item 31 of Schedule , Section-D) until the installations are provisionally handed over to the Purchaser. If the Contractor fails to slew the overhead equipment within reasonable time the Purchaser will arrange to slew the equipment and recover the extra expenses, if any incurred from the Contractor. After the crane operations are completed, the Contractor shall restore the overhead equipment to its normal positions.

NOTEfor sub-para (d) & (e) :

For the works mentioned in (d) and (e) above the Contractor will be granted blocks above the normal requirements of block which shall not be counted for the purpose of Para 1.2.28(c) [See para 1.2.28 (g)].

CONTRACTOR'S LIABILITY FOR COSTS AND DAMAGES : 1.2.42

(a)WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED.

Whenever any claim or claims for payment of a sum of money arises out of or under the Contract against the Contractor, the Purchaser shall be entitled to withhold and also have lien to retain such

sum or sums in whole or in part from the Security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have lien over the same pending finalisation or adjudication of any such claim. In the event of the Security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of such claim amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other Department of the Central Government pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the Arbitration clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever or any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. If the Contractor is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

(b) LIEN IN RESPECT OF OTHER CONTRACTS

Any sum or sums of money due and payable to the Contractor (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Purchaser against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Railway or any other department of the Central Government.

(c) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under any other contract is either mutually settled or determined by the Arbitrator, if the other contract is governed by the Arbitration clause or by the competent court as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other grounds in respect of any sum of money withheld or retained under this clause and duly notified to the Contractor.

SAFETY MEASURES : 1.2.43

- a) The Contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving or working on the Railway premises, but shall then conform to the rules and regulations of the Railway. If and when, in the course of the work there is likely to be any danger to persons in the employment of the Contractor due to running traffic while working in the Railway siding and premises, the Contractor shall provide necessary protection i.e. Flagmen, Flag etc. required in block working. Competency for the above shall, however, be given by the Railway authorities. The Purchaser shall remain indemnified by the Contractor in the event of any accident occurring in the normal course of work, arising out of the failure of Contractor or his men to exercise reasonable precaution at all places of work. The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of inhabitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion
- b) (i) Blasting of rock for foundation work shall be done only after due notice is given to the Purchaser and time/s and date/s for blasting operations agreed to by the Purchaser. Blasting, if required to be done in the vicinity of the track, shall not be undertaken until the Purchaser's flagmen on duty take necessary steps to protect trains and the track is adequately protected by the Contractor against damage by blasted rock. The Contractor shall follow detailed instructions which will be issued to him regarding blasting operations in the vicinity of tracks. He flagmen for protection of trains and the Track in such cases will be appointed by the purchaser and no expenses on this account will be charged from the contractor.

- (ii) Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then also only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Railway in respect thereof
- c) During stringing operations every care shall be taken to prevent conductors hanging low over tracks on which traffic block has not been given. All conductors shall be pulled out before traffic block is cleared so that such conductors do not infringe with moving traffic.
- d) Ladder trolleys shall be used with caution. They shall not be put on tracks until the flagmen are on duty to protect the trolleys and the Purchaser's representative authorizes in writing for the trolleys to be put on the tracks. Ladder trolleys shall be promptly removed on instructions from the Purchaser's representative and well in advance of trains. No claims shall rest on the Purchaser in the event of a ladder trolley being run over by train. The flagmen for the above job will be provided by the contractor.
- a. Competency for the above shall, however, be given by the Railway authority. Protection of track by banner flags shall be done in accordance with General Rules of Indian Railways and Subsidiary Rules of the concerned zonal Railway where work is being carried out. Flagmen so deployed by the contractor shall be medically fit for A/3 category (as per Indian Rly Medical Manual); examination and certification of which shall be given by Railway Doctor. Such medical examination from Rly Doctors shall be arranged by Rly authority; prescribed fee for which shall be borne by the contractor.
- e) The Contractor shall abide by all Railway regulations in force for the time being and ensure that the same are followed by his representatives, Agents or Sub-contractors or workmen. He shall give due notice to his employees and workers about provision of the para.
- f) While working within station limits, especially on passenger platforms, the Contractor shall ensure that at all times sufficient space is left for free movement of passenger traffic. He must cover and/or barricade the excavations carried out in such areas and continue to maintain these till the work is completed, with a view to avoid any accident to public or to Railway staff.
- g) The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway in such a way that they do not hinder Railway Operation or affect the proper functioning or damage any Railway equipment, structure or rolling stock except as agreed to by the Purchaser, provided that all damage and disfiguration caused by the Contractor to any Railway property must be made good by the Contractor at his own cost failing which cost of such repairs shall be recovered from the Contractor.
- h) If safety of track or track drainage etc. is affected as a consequence of works undertaken by the Contractor, the Contractor shall take immediate steps to restore normal conditions. In case of delay, the Purchaser shall, after giving due notice to the Contractor in writing, take necessary steps and recover the costs from the Contractor.
- i) Moreover, if any time the works to be carried out directly concern the safety of trains, the Contractor's staff must comply fully with the Railway regulations given to him by the authorized Railway staff.
- j) The Contractor's employees and workers may for no reason operate an installation concerning train safety or train movement. They shall notify the authorized representative of the Purchaser who will take all necessary steps in this regard.
- k) The Contractor shall be responsible for safe custody of all equipment's till provisional acceptance.
- l) 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 on the part of the Contractor and further the liability of the Contractor will be limited to Rs. 25 lakhs for any one accident.

- m) The Contractor shall ensure that unauthorised, careless or inadvertent operation of switchgear, which may result in accident to staff and/or damage to equipment, does not occur.
- n) The Contractor shall abide by all instructions issued by the Purchaser from time to time in connection with protection/safety of track/Railway installations/personnel as well as quality control. The Contractor should not leave the excavated pits unfilled overnight. Due to any reason if it became necessary to leave the pit unfilled overnight, it should be filled back effectively with sand bags to the satisfaction of the Purchaser's representative.
- o) The Contractor shall obtain a valid electrical contractor license for LT/HT/EHT of voltage equal to OR more than 110/132/200KV as applicable from the concerned statutory authority before taking up the physical execution of work and submit a copy of the same to the Purchaser.

RECOVERY FOR DELAY IN COMPLETION: 1.2.44

Extension of Time for delay due to Contractor:

With liquidated Damage (LD): The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed no later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A of GCC, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Pro-forma at FORM-17) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the contract value of the works.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

S.No.	Duration of extension of time under Clause 17-B of GCC	Rate of Penalty
(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week
(ii)	Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.10 % of contract value for each week or part of the week
(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.30 % of contract value for each week or part of the week

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further

extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 1.2.14 of these Conditions, whether or not actual damage is caused by such default.

EXTENSION OF TIME: 1.2.45

Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of Standard General Conditions of Contract, 2022 or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.
- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefore, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17(a) (i) or 17(a) (II) or/and 17(a) (III) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the work. The engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected there by. No other compensation

shall be payable for works so carried forward to the extended period of time: the same rates, terms and conditions of contract being applicable, as of such extended period of time was originally provided in the original contract itself.

The non submission of request of extension or submission of request with less than 15 days before the expiry of the date fixed for completion of the works shall make him in eligible for extension under these sub clauses, subject final decision of engineer

PROVISIONAL ACCEPTANCE: 1.2.46

For SCADA works : 1.2.46.2

(a) Immediately after completion of works at each item of schedule the contractor shall certify and advise the Purchaser in writing that it is (i) Complete (ii) ready for satisfactory commercial service and (iii) ready to be handed over. He will also place at the disposal of the Purchaser the required staff for checking it and putting it into operation.

(b) The test or tests as stipulated would be carried out subsequently in connection with the taking over by the Purchaser of the equipment and installations shall be carried out jointly by the Purchaser and the Contractor within a month after the receipt of the Contractor's notifications, as stated in sub-para above.

(c) After inspection and satisfactory conclusion of tests and when the Purchaser is satisfied with the satisfactory working of the installations, he will issue a 'Provisional Acceptance Certificate' which would be signed by both the parties. The Provisional Acceptance Certificate will not be withheld for any minor defects.

(d) Should the result/s of inspection and the test/s be not satisfactory, an extension of one month will be granted to the Contractor to make good the defects and deficiencies pointed out by the Purchaser. Fresh inspection and tests will then be carried out after the Contractor has attended to the defects and deficiencies. If these tests are also not satisfactory, the Purchaser may proceed at the Contractor's expenses by all means deemed expedient, to have the installation made satisfactory until they comply with the specifications and approved drawings and designs.

(e) In such a case, or in case of delay in completing the work under this Contract within the time limit, the Purchaser reserves the right if he deems it possible to use in a reasonable manner any section or any part of the section even if some installations of the sections are not completely erected. The Purchaser will give to the Contractor for this purpose seven days previous notice. The Contractor shall then take at his own expense all necessary steps to complete the works in accordance with the provisions of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reasons other than for which the Contractor is responsible, the "Provisional Acceptance Certificate" shall be issued at or within a mutually agreed reasonable period not exceeding three months after completion of the relevant sections as indicated in sub-para/s above.

NOTE 1): *Provisional Acceptance Certificate for each section/ Sub-group will be issued immediately after all tests are completed to the satisfaction of the Purchaser. Should the Purchaser be unable to complete the tests and energisation of the line within a reasonable time which shall not exceed one month from the date of Contractor's notification, the issue of Provisional Acceptance Certificate shall not be delayed and shall be issued within a maximum time of three months after notification has been given. (2) The issue of Provisional Acceptance Certificate shall not be withheld for rectification of minor defects which may reasonably be considered not essential for introduction of commercial service and operation of installation. In such cases, only the value of materials and cost of rectification of minor defects shall be withheld from the payments of Provisional Acceptance until rectification is completed.*

DEFECTIVE EQUIPMENTS TO BE CHANGED: 1.2.47

(a) Notwithstanding the issue of Provisional Acceptance Certificate and partial or full use of any equipment, if the completed equipment or any portion thereof before it is finally taken over at the end of the guarantee period be found to be or to have become defective in course of usage by the Railway due to faulty material, design or workmanship, or otherwise fails to fulfill the requirement of the Contract and/or its purpose, the Purchaser shall normally give the Contractor prompt notice setting forth the particulars of each defects or failure and the Contractor shall forthwith make the defects good or modify or replace the equipment, as may be directed by the Purchaser's Engineer, at his own cost in all respects to make it comply satisfactorily with the said requirements. Should the Contractor fail to do within a reasonable time the service of the said notice upon him or should time not permit of service of such notice, the Purchaser may repair or reject and replace the whole or part of such defective equipment as the case may be, at the cost of the Contractor. The Contractor's full liability under this clause shall be satisfied by the payment to the Purchaser of the extra total cost, if any, of such replacement delivered and erected as provided for in the original Contract, such extra cost being the ascertained difference between the price paid by the Purchaser under the provisions above mentioned for such replacement and the Contractor's price for the plant so replaced, plus the sum, if any, paid by the Purchaser to the Contractor in respect of such defective equipment. Should the Purchaser not so replace the rejected equipment within a reasonable time, the Contractor's liability under this clause shall be satisfied by the repayment by the Contractor of all moneys paid by the Purchaser to him in respect of such rejected equipment. Rejected/defective materials shall be returned to the Contractor to the extent possible.

(b) Provisions of this para will apply only in respect of the equipments and components supplied by the Contractor or his sub-Contractor.

USE OF REJECTED EQUIPMENT : 1.2.48

In the event of such rejection as aforesaid, the Purchaser shall, without prejudice to his other rights and remedies and, in particular, without prejudice to his rights under the clause just preceding, be entitled to the use of the rejected equipment for a time reasonably sufficient to enable him to obtain other replacement equipment. During such period, if the rejected equipment is used commercially, the Contractor shall not be entitled to the payment on energisation (1.2.14) until such rejected equipment is rectified and/or replaced, but the Purchaser shall not be entitled to claim any damages arising out of rejected equipment in respect of such period..

GUARANTEE : 1.2.49

(a)(i) **FOR SCADA Works:-** The complete SCADA System with all parts and accessories supplied, irrespective of original individual equipment shall be guaranteed for trouble - free and satisfactory performance for a period of 42 months from the date of supply or 36 months from the date of commissioning, whichever period is earlier. The warranty shall be for complete SCADA system including RTU, RCC Equipment i.e., Computers, RCC/RTU software and all other associated equipment like UPS, battery, wiring, connectors, contactors/relays etc. Further, the maintenance of complete SCADA System shall be carried out by SCADA manufacturers during warranty period. The successful manufacturer shall make necessary arrangements for spare parts modules and other items to be kept readily available so that there is minimum disruption to the operations.

(b) During the period of guarantee the Contractor shall keep available an experienced engineer and necessary equipment to attend to any defective installations resulting from defective erection and/or defects in the equipment supplied by the Contractor. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The Contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials, design or workmanship for the satisfactory working of the equipment. The final decision shall rest with the General Manager/Chief Administrative officer or his successor(s)/ Nominee.

(c) During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the equipment whether such equipment be of his own

manufacture or those of his sub-contractor, whether arising from faulty design, materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of type defects in Contractor's equipment and components detected during guarantee period, Contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Purchaser at site. In such a case, the Contractor shall be informed in advance of the works propose to be carried out by the Purchaser.

(d) If it becomes necessary for the Contractor to replace or renew any defective portion of the equipment under the para aforesaid then the provisions of the said para shall also apply to the portions of the equipment so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period (see sub-para 1.2.49(a)) whichever is later. Such extension shall not apply in case of defects of a minor nature, the decision of the General Manager or his successor/nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period the Purchaser may proceed to do work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Purchaser may have against the Contractor in respect of such defects or faults.

(e) The repaired or renewed parts shall be delivered and erected on site free of charge to the Purchaser.

(f) Any materials, fittings, components or equipments supplied under 1.2.34 shall also be covered by the provisions of this paragraph. The liability of the Contractor under the guarantee will be limited to re-supply of equipments, components and fittings made under 1.2.34. Such re-supply shall be effected at the Contractor's depot or, in the event of closure of the depot, at the stores depot of the Engineer-in-charge of maintenance of overhead equipment of the section covered by the contract.

(g) In the case of materials, components, fittings and equipments supplied by the Purchaser) for SCADA, no liability will rest on the Contractor for failures on account of defective materials or workmanship and for any consequential damages. Such defective materials, if not yet erected on line, will be returned by the Contractor to the Purchaser and such quantities will be considered for the purpose of final reconciliation over and above allowance as per part-I, Chapter IV.

(h) For the materials procured, the warranty/guarantee conditions are applicable as per clause 10 of Indian Railway Standard (IRS) conditions of contract, 2025. Any latest amendments/correction slips of IRS conditions of contract 2025 in this regard are also applicable. Suitable indemnity bond as applicable for the materials supplied are to be executed.

FINAL ACCEPTANCE : 1.2.50

(a) The final acceptance of the entire equipment installed on the Group shall take effect from the date of expiry of the period of guarantee as defined in paragraph 1.2.49 of the expiry of the last of the respective periods of guarantee of various sections for which provisional Acceptance Certificates are issued or brought into commercial operation, provided in any case that the Contractor has complied fully with his obligations under clause 1.2.49 in respect of each section of the Group, provided also that the attention has been paid by way of maintenance by the Purchaser.

(b) If on the other hand the contractor has not so complied with his obligation under para 1.2.49 in respect of any section, the Purchaser may either extend the period of guarantee in respect of that section until the necessary works are carried out by the Contractor or carry out those works or being them carried out suomoto on behalf of the Contractor at the Contractor's expenses. After expiry of the period of guarantee for each section, a certificate of final acceptance for the section shall be issued by the Purchaser and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Purchaser.

(c) The Purchaser shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

(d) Notwithstanding the issue of final acceptance certificate, the Contractor and the Purchaser (subject to sub-clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of final acceptance certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

PAYMENT : 1.2.51

Payments will be governed by the terms specified in Part-I, Chapter III and in accordance with accepted Schedule of Prices, read with relevant paras of the other parts and Chapters of the Tender Papers. The Purchaser retains the right to withhold money due to the Contractor arising out of this contract for any default of the Contractor from other contracts which the Contractor may have with the Government of India.

(i) The Contractor shall, whenever required, produce or cause to be produced for examination by the Purchaser any quotation/ invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any-wise relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the Purchaser on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Purchaser, that materials supplied by him are in accordance with the specifications laid down in the contract.

(ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Purchaser shall have power to secure the books of such Sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior permission from the Purchaser for subletting whole and/or part of the work to any sub-contractor.

(iii) The obligations imposed by sub-clauses (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the Contract.

(iv) It is an agreed term of the contract that the Purchaser reserves to itself the right to carry out post-payment Audit and/or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him if as a result of such examination any overpayment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

(v)(a) QUARTERLY STATEMENT OF CLAIMS

The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance an account giving full and detailed particulars of all claims for any additional expense to which the Contractor may consider himself entitled and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for any such work will be considered which has not been included in such particulars.

(b) SIGNING OF NO CLAIM CERTIFICATE

The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No claim certificate" in favour of the Railway in such forms as shall be required by the Railway, after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by the "No claim certificate" or demanding a reference to arbitration in respect thereof.

SITE CLEARANCE : 1.2.52

(a) At the end of each spell or work and on completion of the work, the Contractor shall, as a part of his contractual obligation, leave the tracks, switching/ booster station sites and their approaches, store yards etc. Cleared of rubbish and obstruction of all kinds according to the instructions of the Purchaser's Representatives. Besides, he shall take all necessary steps in the course of the execution of the works to avoid the presence of loose earth and ballast on platforms, in drainage on the track formation and pathways in the vicinity. If within a fortnight of completion of the particular item of site work the refuse is not cleared, the Purchaser will arrange to get them removed at the cost of the Contractor. However, before the Purchaser actually gets the site cleared he shall send intimation in writing to the Contractor expressing his intention.

(b) The storage of equipment, tools and machinery used by the Contractor shall be done in an orderly manner and anything used by the Contractor for execution of the works shall in no way constitute a danger or hindrance to the working of the Railway or to the movement of its staff or passengers.

EQUIPMENTS, COMPONENTS AND MATERIALS RECEIVED FOR WORK: 1.2.53

The Contractor shall utilize all equipment's, components or materials, procured specifically for the purpose of execution of the work, in the work or other requirements. Any surplus materials left over at the end of the work shall not be disposed off without prior approval of the Purchaser in writing. The Purchaser may within a period of six months from the date of provisional Acceptance of the last section, switching/Booster station notify the Contractor of the Purchaser's interest in any or all of the surplus materials and shall have the right to take over the materials at prices in case of SCADA at prices indicated in Supply column of Schedule. The materials so notified by the Purchaser shall be taken over by the Purchaser and paid for in full. The Contractor may use in any manner deemed fit, only such surplus materials which are not covered by the Purchaser's notification after getting the approval of the Purchaser in writing.

ARBITRATION AND CONCILIATION: 1.2.54

Settlement of Disputes in connection with the contract shall be governed in terms of Para 63 and 64 of IRSGCC-2022 as amended from time to time through correction slips / modifications issued to IRSGCC-2022 by Railway Board.

Deleted : 1.2.55

REFUND OF SECURITY DEPOSIT : 1.2.56

(See tender clause 1.2.17)

PROVISIONS OF CONTRACT LABOUR REGULATION AND ABOLITION ACT: 1970: 1.2.57

(i) The Contractor shall comply with the provisions of the Contract Labour Regulation and Abolition act 1970 and the Contract Labour Regulation and Abolition Central Rules, 1971, as modified from time to time, wherever applicable, and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the rules.

(ii) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of resultant non-execution of the work.

(iii) The Contractor shall pay to labour employed by him, directly or through Sub-contractors, the wages as per provisions of the aforesaid Act and the rules, wherever applicable. The Contractor shall, notwithstanding the provisions of the contract, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labour has been immediately employed by him.

(iv) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the rules wherever applicable.

(v) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules, the Purchaser will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20 Sub-section (2) and Section 21 Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the Security Deposit and/ or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving the full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

PROVISIONS OF APPRENTICES ACT, 1961 : 1.2.58

(a) The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the rules and order issued thereunder from time to time in respect of Apprentices directly or through petty Contractors or Sub-Contractor's employed by him for the purpose of carrying out the Contract. If the Contractor directly or through petty Contractor's or sub-Contractors fails to do so, his failures will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

NOTE: *The Contractors are required to engage Apprentices when the works undertaken by them last for a period of one year or more and/or the cost of work is Rs. one lakh or more.*

(b) EMPLOYMENT UNDER ENGINEERING WORKS CONTRACTS

Under this scheme it is proposed to get employment to un-employed Engg. Graduates/diploma holders with the Railway Contractors. Fresh Engg. Graduates without any experience of any kind will be taken under training by the Contractor on stipend specified by the competent authority. Engg. Graduates/diploma holders who have gained experience and have completed a period of 6 months will be paid at rate specified from time to time by the competent authority.

Under the above provision, the Contractor is required to employ such Engineers/Diploma holders at the rates specified above and in the ratio for such Employment as indicated below:

Contract Value	No. of Engineer/Diploma holders to be employed	Duration
Rs. 10 lakh and above.	1 Engineer Degree holder	Duration of the contract

Under the above scheme it would be obligatory for the Contractor to give a declaration alongwith his tender to the effect that the Graduate Engineers/Diploma holders having been employed by him under the particular work for which tender is submitted, are in accordance with the rates and ratios specified above and none of them is related to him (Contractor), failing which the tender may be disqualified. In case of wrong information having been given by the Contractor which comes to light subsequently, the contract may be rescinded and action taken in accordance with para 1.2.14 of Tender Papers.

PROVISIONS OF PAYMENTS OF WAGES ACT: 1.2.59

The contractor shall comply with the provisions of the payment of wages Act 1936 and the rules made thereunder in respect of all employees directly or through petty contractors or sub-contractors employed

by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub- contractors shall supply any labour to be used wholly or partly under the direct order and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless, be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the contractor to repay such moneys to the Railway deduct the same from any moneys due to the contractor in terms of the contract. The Railway shall be entitled to deduct from any moneys due to the contractor (Whether under this contract or any other Contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

UPDATION OF LABOUR DATA ON RAILWAY'S SHRAMIKKALYAN PORTAL BY CONTRACTOR.

A. Contractor is to abide by the provisions of Payment of Wages act & minimum wages act in terms of clause 54 and 55 of IRSGCC-2022 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 done as under:

(a) Contractor shall apply one time registration of his company/form 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.

(b) 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.

(c) The Contractor once registered on the portal shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on shramikkalyan portal within 15days 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 7 days of receipt of such request.

(d) 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.

(e) 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.

B. 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 representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till -----Month-----Year"

PROVISION OF WORKMEN'S COMPENSATION ACT: 1.2.60

In every case in which by virtue of the provision of Section 12, Sub-section (1) of the Workmen's Compensation Act, 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractors or sub-Contractors employed by the Contractor in executing the work. Railway will recover from the Contractor the amount of the compensation so paid, and without prejudice to rights of Railway under Section 12, sub-section (2) of the said Act Railway shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Railway to the Contractor whether under these conditions or otherwise. Railway shall not be bound to contest any claim made against it under section 12, sub-section (i) of

the said Act except on the written request of the Contractor and upon his giving to Railway, full security for all costs for which Railway might become liable in consequence of contesting such claim.

PROVISION OF MINES ACT: 1.2.61

The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications of reenactment thereof for the time being enforce and any rules regulations made there under in respect of all the persons directly or through petty contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claim under the Mines Act. or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.

1.2.62: DELETED

Letter of Credit as Mode of Payment: 1.2.63

- (i) For all the tenders having advertised value 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 2022-23. 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 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 LC, 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 PVC 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.

Public Procurement (Preference to Make in India), Order-2017: 1.2.64

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

Now therefore the following Order is issued:

(i) **This Order is issued pursuant to Rule 153(iii) of the General Financial Rules 2017.**

(ii) **Definitions:** For the purposes of this Order:

'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured(excluding net domestic indirect taxes) minus the value of imported content in the item(including all customs duties) as a proportion of the total value, in percent.

'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/Departments in pursuance of this Order.

'L 1' means the lowest tender or lowest bid of the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L 1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.

'Procuring entity' means a Ministry or department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

(iii) **Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 Lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 Lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.

b. In the procurement of goods which are not covered by paragraph (iii)(a) and which are divisible in nature, the following procedure shall be followed.

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. In procurements of goods not covered by sub-paragraph (iii)(a) and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed.

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- (iv) **Exemption of small purchases:** Notwithstanding anything contained in paragraph (iii), procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
- (v) **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
- (vi) **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
- (vii) **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
- (viii) **Government E-market place:** In respect of procurement through the Government E-market place (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
- (ix) **Verification of local content:**
- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.**
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.

f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules, along with such other actions as may be permissible under law.

g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph (ix)(h) below.

h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner.

ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

(x) Specifications in Tenders and other procurement solicitations:

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality of creditworthiness of the supplier.

c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

e. For the purpose of sub-paragraph (x)(d) above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India".