

SPECIAL TENDER CONDITIONS OF CONTRACT

- 1) A) Transportation of all materials supplied by contractor himself to be carried by the contractor with his own arrangement at their cost to the work site & vice- versa and Railway will neither provide any assistance towards transportation of materials nor any cost towards transportation of materials required in connection with the execution of work.
B)Transportation of all materials issued by Railway has to be carried out by the contractor with own arrangement to work sites and Railway will not provide any assistance towards transportation of materials required in connection with the execution of work. The materials will be supplied from purchasers' depot at RRD/CKP or any other depot under jurisdiction of Chakradharpur Division . However, BFR will be arranged by Rly. for transportation of traction mast /TTC/portal/OHE structures from depot to site or nearest LC gates, loading & unloading of masts/TTC/Portal/other OHE structures will be done by contractor at his own cost. Movement of materials in yards will be done by the contractor following all the safety rules.
- 2) The contractor has to obtain an Indemnity Bond of requisite amount before execution of work without which no material can be handed over to the contractor and for any delay in obtaining of necessary insurance, the contractor, only will be held responsible.
- 3) The Railway will not provide any drawings, specifications etc. required in connection with the execution of work as mentioned in the tender document. The contractor has to arrange all drawings and documents at his own cost either from the office of Sr. DEE/TRD/CKP or CEE/S.E.Rly, GRC or from CORE/ALD on payment.
- 4) All materials to be supplied by the contractor have to be duly inspected by RITES or a Competent Railway official as appointed by Sr.DEE/TRD/CKP or his authorized representative No payment will be made unless the inspection certificate has been submitted along with Manufacturer's original challans and test certificates. The materials have to be procured only from CORE/RDSO approved sources wherever applicable.
- 5) The railway has the right to supply any item if available with the railway even though it is covered under the scope of supply by the contractor. The quantities to that effect will be reduced from the scope of supply accordingly.
- 6) Any work falling under power block will be determined by the Railway Engineer and the power blocks will be arranged by the Railways supervisor. The contractor has to work with minimum power block with adequate arrangement of man power, tools and plants and materials as decided by the railway and penalty can be imposed to the contractor for exceeding of arranged power block in particular type of work or not arranging adequate man power, tools and plants and materials. Any dispute in this regard can only be decided by Sr. DEE/TRD/CKP or his authorized representative and his decision will be final and binding on the contractor.
- 7) The contractor will safeguard the theft etc. of materials till the completed assets are taken by the Railway.
- 8) All expenses in drawing up the agreement and the cost of the stamp duty if any shall be borne by the contractor.
- 9) No passes of any kind for self, agent and labours for any purpose in connection with this tender/contract will be issued to the contractors.
- 10) If the contractor's firm is dissolved due to death or retirement of any partner or any reasons whatsoever before fully completing the whole work or part thereof, as per agreement, the partners shall remain jointly and personally liable to complete the whole work to the satisfaction of the Railways and to pay compensation for loss sustained if any, to the Railways due to such dissolution. The amount of such compensation shall be decided by the Competent Railway Authority and his decision in the matter shall be final and binding on the contractor(s).
- 11) It should be clearly understood that it is entirely the contractor's responsibility and liability to find, to procure all the machinery, tools & plants and their spare parts that are required for the efficient and methodical execution of the work. Delay in procurement of such items due to their non availability or impart difficulties or any other causes what so ever, will not be taken as an excuse for slow or non performance of work.
- 12) The contractor shall have to make his own arrangements to store the Railway materials in his godown at his cost.
- 13) The quality of work shall be in accordance with Rly. Specifications & drawings.
- 14) The purchaser's decision in regard to the disputes/deviations, if arrived in course of execution, is however final.
- 15) During the execution of work against the contract, the contractor(s) will be responsible for entire work at his /their own cost.

It is the responsibility of contractor to ensure the implementation of labour law policy/ instruction issued from ministry of labour/ministry of Railway.

- 16) Any instructions issued by the Railway from time to time regarding payment of wages to labour will be adhered to by the contractor and Decision of Sr.DEE/TRD/CKP regarding this will be final and binding on the contractor
- 17) As per guidelines issued by CVO (E) vide their letter No. GM/V/System Improvement/45, dt: 29.11.2002 and forwarded by FA & CAO /GRC/Kolkata regarding finalization of tenders that it should be made clear in the tender form itself that "Conditional offers and offers with conditions, rabates will not be considered and will be summarily rejected."
- 18) **VARIATION IN QUANTITIES:-**
New Clause 42 (2) to Indian Railways General Conditions of contract.
Variation in the contract will be governed by GCC- 2022.

(i) Unless otherwise specified in the special conditions of the contract, 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 (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

(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) Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
 - d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - d.(iii) Variation in quantities of individual minor value item beyond 200% 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.

(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 Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items.

However, in case of Non Standard Schedule of Rates (SSOR) 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).

NOTE: Decision of Sr.DEE/TRD/CKP regarding minus and / or plus variation as per the Railway's requirement will be final and binding on the contractor.

20. Conservancy cess charges shall be deducted from on account bills in accordance with Rly Board letter No. F(X)/1/95/1/1 new delhi dt.05.12.2016 which is as follows :-

Railway Contractors	Average no. Of Labourer or Workman employed per day.	Proposed conservancy Cess Charges to be recovered PER MONTH
a. Engg. Works Contractors (Engg,Elect. Mech. Signal etc.)	1 to 5	Rs. 145/-
	6 to 10	Rs. 285/-
	11 to 25	Rs.717/-
b. Genl. Goods handling Contractors including contractors awarded by stores department	26 to 50	Rs. 1044/-
	51 to 100	Rs.1402/-
	101 to 200	Rs.1760/-
c. Coal handling ash pit Cleaning contractors	201 to 300	Rs. 2118/-
d. Railway siding used by the Contractor	301 to 750	Rs. 2445/-
	751 to 1500	Rs. 4918/-
e. Contractor supplying water to Engines	1501 to 3000	Rs. 9839/-
	3000 & over	Rs.19653/-

21.)The LD Clause will be applicable in Phase wise both for non-completion of work as detailed in the plan for execution of the job and non-supply of materials by the tenderer/contractor in time.

22)If there is any item which is not covered by the special conditions of contract or by the terms and conditions mentioned elsewhere in the tender, the terms and conditions mentioned in the General Conditions of Contracts with latest amendment if any, applicable to works contract of S.E. Railway shall apply. In case there is any condition between special conditions and General Conditions of Contract, the special conditions of contract shall prevail and in that condition decision of Srr.DEE/TRD/CKP will be final and binding to the contractor.

23)The following documents should be specified for submission along with tender. a) List of personnel organization available on hand and proposed to be engaged for the subject work. b)List of Plan and machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.

c)List of work completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of schedule completion of work. Date of actual start, actual completion and final value of contract should also be given.

d)List of works on hand indicating description of work contract value, approximate value of balance work yet to be done and date of award.

24. Rates to be quoted by the tenderer should be inclusive of all taxes/charges, Load, Lifts, Transportation and other charges leviable by the Govt. from time to time. No extra charges will be paid.

25.Whenever an item of work covers supply of materials/erection/installation etc such item will include supply of all associated accessories (such as bolts, nuts, washer of GI & SS clamps, foundation bolts etc or any other ancillary materials as per CORE/RDSO latest specification and drawings) which will be required to complete the work in all respect as per site condition to the satisfaction of Railway as well as to maintain the relevant standard, code of practice ensuring safe working. No separate payment for fastener is admissible.

26.(a) Erection/Installation of equipment (in respect of supply either by Railway or by the contractor) will include testing, satisfactory functioning as well as detail briefing regarding erection/maintenance/periodical schedules etc for the beneficial use of the Railways, such briefing will include as necessary with four copies of drawings literature/notes/operating manuals/ maintenance manuals etc. on demand by the Railways.

(b)The basic quantity of components and materials require to make up a unit of work for the selected items are indicated for guidance only. There may be minor variation to suit erection but no adjustment in prices shall be made on that account.

27. (a)The tenderer should read the tender schedule along with explanatory notes in respect of the work and site condition carefully and seek clarification if any before submitting the tender paper. No clarification/dispute will be entertained afterwards. Any clarification/disputes after opening of tender in this regard will be decided by Sr.DEE/TRD/CKP and his decision shall be final and binding on the contractor.

(b) Tender carefully understand the tender schedule along with explanatory notes and inspect the site to satisfy himself in all respect to complete the project/work before submitting the offer. After submission of offer it will be deemed that the contractor has understood the project/work and will complete the project/work at the quoted rate. It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

(c) The rates entered in the accepted schedule of rates of the contract are intended to provide for works duly and properly completed in accordance with general and special (if any) conditions of the contract and the specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of clause 42 of G.C.C and without prejudice to the generality thereof.

28. All the machines, components, equipment (including ancillary parts/components) shall be of RDSO/CORE approved sources and wherever any items are not covered under RDSO/CORE approved list of vendor it should be of reputed make/brand subject to prior approval to be obtained from Sr.DEE/TRD/CKP before its supply irrespective of such stipulation mentioned against the items in the schedule or not.

29. Machines/Components/Equipments shall be as per relevant Railway specification and where Railway's specification is not available relevant IS specification to be observed.

30. In every case the quoted cost should cover the transportation cost of materials by the contractor at his own risk from any depot of S.E. Railway to site and contractor will have to return all released/unused materials from the site of work to Railway store at no extra cost.

31. All the works shall be carried out duly observing the relevant standard/code of practice, IR rules and specification and drawings approved by Railways. The successful tenderer on receipt of the LOA and after observing all the basic formalities must provide a detailed planning for the execution of work with time limit and get the approval before commencement of work.

32. The special condition for schedule items are enclosed and tenderer shall go through them thoroughly before submitting offer.

33. The contractor shall have to deploy one of his representatives for making liaison for power block planning and execution of work for which he will have to consult with CTPC/CKP one day in advance for power block of the next day .

34. The work should be completed within stipulated completion period as per tender notification

CONDITIONS OF PRICES AND PAYMENT TERMS

1. SCOPE

This chapter deals with prices to be paid for supply and erection including testing, commissioning of various plants/equipments for items of works or for supplies and other amounts payable in accordance with accepted schedules of prices and rates and terms and conditions of payment mentioned herein. This is a composite works contract. The total prices for the completed items of work are the actual prices to the contractor as per the terms and conditions of the contract.

2. UNIT PRICES:

The rate quoted by the tenderer and accepted by the purchaser shall hold good till the completion of the work and no additional individual claim will be admissible on account of fluctuation in market rates etc. except that the contract shall be governed as per the price variation clause.

The rate quoted by the tenderer shall include the cost of materials, all taxes and Erection, testing and commissioning including all incidental charges like freight, Transport, loading / unloading, handling of materials, lifting, descent, insurance Coverage or bankers charges, indemnity bond etc.

The rate quoted by the tenderer shall include the cost of supply, erection, testing and commissioning including all incidental charges in case of the materials supplied by the purchaser as indicated in the schedule.

3. EXPLANATORY NOTES:

Explanatory notes for various items of works included in the schedule are given in the tender paper. Tenderer should carefully read and include all the Cost of materials and erection testing and commissioning as clearly explained in the explanatory notes.

4. TERMS OF PAYMENT:

Subject to any deduction or recoveries which the purchaser may be entitled to make under the contract the contractor shall unless otherwise agreed to be entitled to get the payments subject to conditions stipulated in the subsequent clauses.

5. ON ACCOUNT PAYMENT

On account payment to the extent of 85% will be made on the total unit price of such items included in the schedule of prices only after the portion of such work as in the opinion of the Sr. DEE/TRD/CKP or his authorized representative, is executed in terms of the contract. As invoice shall be accompanied by the :-

i] Supplier's challan for supply of items only.

ii] Inspection certificate granted by the Sr. DEE/TRD)/Chakradharpur or his authorized representative.

iii] Execution of indemnity bond on stamp duty in case of materials supplied by the railways. Certificate of current statutory taxes and duties. Detailed entries made in the measurement book. The contractor will safeguard against the theft etc. of materials till the complete assets are taken by the railways.

iv) If any special clause for payment is indicated in the tender document then that condition will prevail over above payment condition.

6. FINAL PAYMENT

Balance 15% payment will be made through the final bill only after satisfactory completion of the entire contractual work, satisfactory operation and handing over of the assets to the railways duly tested and commissioned subject to compliance of the following as application:

i) On supply of catalogue and operation manual/instruction books wherever applicable.

ii) On supply of "as Erected Drawing" of the equipment/installation.

iii) On stocking of spares at site for expedite replacement during the guarantee period duly certified by the purchaser's representative

iv) A no claim certificate in favour of Railway is issued by the contractor.

7. PAYMENT OF STATUTORY VARIATION IN TAXES AND DUTIES:

The unit prices quoted by the tenderer and accepted by the Railway administration shall be firm. Also the purchaser will not be responsible for payment of duties and taxes made by the tenderer under misappropriation of law.

8. FINAL SETTLEMENT AND REFUND OF SECURITY DEPOSIT:

On expiry of the warranty period and issue of the certificate for final acceptance produced all the dues payable by the contractor to the Railway have been duly paid or otherwise made good by the contractor, the security deposit will be refunded to the contractor on production and surrender of the relative original receipts granted by the Railway in case it was paid in cash, and where the security deposit is in the form of bank guarantee will terminate the contract.

9. The security deposit shall however, be liable to the forfeited in case of any breach by the contractor of any of the conditions of the contract or for non completion of the full contract without prejudice to other rights and remedies of the railway whether specifically provided for herein or otherwise.

POST PAYMENT AUDIT:

It is an agreed term of the contract that the Railway reserves to itself the right to carryout a post payment audit and or technical examination of the works and the final bills, 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 over payment 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.

10 **MEASUREMENT:**

Payment for the work shall be made in accordance with the specifications, approved designs and drawings and measured in relevant units. The measurement will be made generally in accordance with tender schedule in conformity with explanatory notes of the tender schedule, specification and standard engineering practices.

11 **MEASUREMENT OF WORK**

The contractor shall be paid for the works at the rates in the accepted schedule of rates and on the measurement taken by the engineer or the engineer's representative in accordance with the rules prescribed for the purpose of the Railway:

12 i) The quantity for items the unit for which it is prevalent, accepted schedule of rates shall be recorded.

ii) Such measurement will be taken of the work in progress from time to time and at such intervals as in the opinion of the engineer or his representative shall be proper having regard to the progress of work. The date and time on which the measurements are to be made shall be communicated. The contractor who shall be present at the site and shall sign the results of the measurement which shall also be signed by the railway's engineer or the engineer's representative recorded in the official measurement book as an acknowledgement of his acceptance of the accuracy of the measurement.

iii)

- a) It shall be open to the contractor to take specific objection to any recorded measurement or classification on any ground with 7 (seven) days from the date of measurement. Any measurement taken by the engineer or his representative in the presence of the contractor or in his absence after due notice has been given to him on consequence of the objection made by the contractor, shall be final and binding on the contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurement.
- b) If any objection raised by the contractor is found by the engineer to be incorrect the contractor shall be liable to pay the actual expenses incurred in the measurements.