

SPECIAL CONDITIONS

These Regulations for Tender and Contract shall be read in conjunction with the latest standard General Conditions of Contract which are referred to herein and shall be subject to modifications, addition or super-session by special conditions of contract and/or special technical data/ specifications/ Explanatory Note/Explanatory data, if any, annexed and uploaded as tender documents.

1. This terms and conditions are for guidance to all tenderers. However, the tender will be governed by Railway's latest General Conditions of contract (GCC) and other attached documents of NIT. **Before quoting the rates, contractor first read all uploaded documents, and see the work site / Assets also.**
2. Latest GCC has been introduced and uploaded / available on railway's website. The provisions of GCC & its latest amendments will be applicable on all tenders published here after. Tenderers are requested to download the same from the railways website and ensure the implementation of the latest provisions made in GCC, before quoting the rates and also during the execution of work.

3. Signing of the tender and tenderer 's address:

An individual or individuals signing the tender or other documents connected there with should specify whether he is signing:-

- i. As sole proprietor of the concern, or his attorney, or
- ii. As a partner of the firm (under Partnership Act 1932) or
- iii. For the firm per procreation, or As a Director, Manager, or Secretary in the case of Limited Company.

In any case, the tenderer should disclose his constitution fully and attested copies of all necessary legal documents in support thereof should be submitted with the on line tender and original thereof should be produced as and when called by Railway.

4. The work shall be strictly done as per latest ISS & IE rules. All metallic parts shall be suitably earthed by continuous running 8 SWG GI earth wire. It will

be responsibility of the contractor that he or his staff will obey all electrical safety rule, during the execution of work.

5. **Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
6. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
7. After award of the work OR issued the LOA of the work, and before execution of the work, the successful contractor shall prepare the design / plan for the whole work (including items details) with the discussion of concerned SSE/OSM of that area, after that, this design/plan shall be approved by Sr.DEE/G/Bhopal. After approval of Sr.DEE/G/Bhopal, contractor will start the work at site. However any such approval will not absolve contractor from his responsibility for satisfactory execution of work to meet basic system requirements.
8. The tenderer may submit complete technical literature for the work along with their offer.
9. The Railways reserve the right to increase or decrease, the quantity of items mentioned under schedule of work or to delete any item altogether. The contractor shall execute the work of such additional quantity of work at the same rates quoted by him in “Schedule of work”.
10. The Railway administration reserve the right to reject any bid either in whole or in part without assigning any reason whatsoever. The final acceptance of the tender shall rest with the competent authority of Railway who reserve the right to accept or reject any tender without assigning any reason thereof and does not bind himself to accept the lowest tender only.
11. The items which are to be supplied by Railway, have been mentioned specifically. If any doubts in connection with Material, Qty, Units etc., Contractor may be discussed with concerned person, before quoting he rates.
12. The rates are firm. No price variation would be allowed on the quoted rates. All Govt., levies like income tax, Surcharge on Income Tax, CESS & water charges etc are to be recovered from the contractor’s bill.

13. The rates quoted by the tenderer and accepted by Railway Administration shall hold good till completion of work and no additional individual claim will be admissible on account of fluctuation in market rates, increase in taxes/levies/toll/charges/duties etc.
14. The tenderer shall quote rate above / below / at par of rates already specified in Railway's uploaded schedule of rate. The rates shall be inclusive of GST and all other Taxes, duties, Octroi, Transportation charges and packing and forwarding charges, unless any of the above changes mentioned specifically in the quote.
15. Tenderers are requested to submit their offers as per GST Tax regime. All the bidders/ tenderers should ensure that they are GST compliant and their quoted tax structure/ rates are as per latest GST Law. Latest GST rule will be applicable , so contractor should be ensure and aware.
16. The vehicles & equipment's of the contractor can be drafted by Railway administration in case of accidents/natural calamities involving human lives.
17. **PAYMENTS AND RECOVERIES:**

No advance payment shall be made to the contractor. The payment terms shall be governed as under.

Subject to any deductions or recoveries which the purchaser be entitled to make under the Contract, the contractor shall unless otherwise agreed to be entitled to get the following payments subject to conditions stipulated in subsequent paragraphs.

Payments for supply of materials.

Progress payments for supply and erection

Payment for provisional acceptance

Final settlement.

A. PAYMENT FOR SUPPLY OF MATERIALS:

Payments will be made for materials as specified below:

The material required for execution of the work to be supplied by the contractor will be arranged by the contractor and kept in Purchaser's depot/site according to condition. After inspection by Railway authority payment shall be made for supply of material required for the erection of the work in schedule as described below.

Payments for equipments, components, fittings and materials required for execution of the work will be made up to 70% of the supply value of the item indicated in the tender

schedule to the contractor subject to complying the following

- (i) Supplier's Challan and manufacturer's challan for major items, as directed by Engineer.
- (ii) Certificate of receipt of materials in good condition at Purchaser's depot/ site according to condition duly accepted by the Purchaser's Engineers

The material will be re-issued by Railways to the contractor for execution of work and contractor shall load, unload and transport the issued material to the work site at his own cost and shall also be responsible for same.

B. PROGRESS PAYMENT

- (a). Progress payment for supply.

70% of supply on receipt of material after completing the condition of clause regarding payment for supply of materials.

20% of cost of material on successful erection.

- (iii) Balance 10% of cost of material on successful commissioning of work.

- (b) Payment for erection:

90 % of erection charges on successful erection of various items.

Balance 10% of cost of erection charges on successful commissioning.

- Note :
- a) If more than one work of different project ID will be executed in the same tender and work of one project ID is fully completed then make full payment for that Work.
 - b) If the contractor intends to take payment for supply and erection of all schedule Items as per B(b) without taking payment only for supply, this will be paid

C. Final settlement: On successful completion of maintenance period as per tender document and issue of certificate of final acceptance of entire installations the security deposit will be refunded / or Bank guarantee will be returned to the contractor after adjustment of any dues payable by the contractor to the purchaser in following manner:-

- (i) Schedule items for which specific separate guarantee period not mentioned, security deposit will be refunded / or Bank guarantee will be returned to the contractor after successful completion of maintenance period as per tender document.
- (ii) Schedule items for which specific separate guarantee period mentioned, security deposit will be refunded / or Bank guarantee will be returned to the contractor after completion of their specific separate guarantee period as per tender document.

D If more than one work of different project ID will be executed in the same tender if only one work is completed then make full payment for that work.

18. The railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.
19. All material should be as per list of likely source of electrical items (attached), items which are not covered in this list then prior approval of Sr.DEE(G) Bhopal should be taken.
20. INSPECTION: All the material, required for this work shall be subject to inspection to ensure that the work is done in accordance with specifications, drawing and is of the best quality suitable for the purpose. The contractor shall ensure quality of material during the work also. The material and work shall be inspected by Senior Divisional Electrical Engineer (General), West Central Railway, Bhopal or his authorized representative. Following inspection schedule shall be followed.
 - a) Inspection of material :-
 - i) After receipt of material: - Inspection of all item/Material shall be done at depot/ site by Railway Engineer's representative. Contractor shall produce all the test reports, material documents, etc. during inspection.
 - ii) All the defects/ discrepancies, if any, pointed out during inspection should be attended by the contractor immediately.
 - b) Stage Inspection :- Stage inspection shall be carried out by railway Engineer's representative from time to time during execution of the work at site. All the shortcoming noticed during stage inspection shall be attended by the contract
 - c) Final Inspection :- After completion of work, contractor shall offer it final inspection and testing. All the shortcoming noticed during final inspection shall be attended by the contractor, immediately and a joint inspection shall be carried out by Railway Engineer's representative and by contractor

representative after completion of the entire work and a joint inspection report shall be made. The joint inspection report shall be signed by the contractor representative, Railway's authorized Engineer for that work and shall be enclosed along with the final bill with details of works carried out in individual location.

21. If any inspection is required for this work/contract, any or every Cost / fee of any inspection shall be on contractor's account.
22. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act. 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 and proceed by the contractor.
 - (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in 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 Letter of Acceptances (LoAs) issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 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.
 - (f) 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."

23. If a bidder expires after the submission of his bid or after the acceptances of his bid, the Railway shall deem such bid as cancelled. If a partner of a firm expires after the submission of their bid or after the acceptance of their bid, the Railway shall deem such bid as cancelled unless the firm retains its character.
24. **Maintenance Period:** After completion of the work the work shall be maintained for a period of 12 months by the contractor and he shall make good any defects, imperfections, shrinkage or faults etc. which may appear, at his own cost. However, the individual warranty for specific item will stand good as asked.
25. During 12 months maintenance period, contractor should rectify the defects reported by Railway within 48 hours or jointly decided with Rly. Representative otherwise Railway will get rectified departmentally/ from outside agency and necessary payment will be deducted from balance amount available with Railway.
26. **Guarantee for LED lights** - The complete system of LED lights (including Driver etc.) shall be guaranteed for satisfactorily performance and manufacturing defects for a period of 60 months from the date of commissioning or 72 months from the date of supply whichever is earlier. Technical specification of LED fittings should be in accordance of WCR specification no. WCR/JBP/Specification/(GS)/001(Rev.0)/2016. (attached)
27. LED specifications are attached. Following test should also be added in item no.8.5 -"One sample from the offered lot will be taken and got inspected in NABL approved lab for parameters as per specification No. WCR/JBP/Specification /(GS)/001(Rev.0)2016 . The payment of testing will be borne by supplier. The test report will be sent to consignee along with test certificate by RITES".
28. All released accountable material will be returned back to the Railway by the contractor at concerned depot.

29. During the work by the contractor, the damage of plaster & wall/ road/ platform etc. that will be repaired/ replaced by the contractor at his own cost.
30. All the tools and tackle, Machine & plant etc are required for the work, shall be arranged by contractor at his own expense.
31. The successful tenderer shall be required to execute an agreement within seven days from the date of issue of acceptance letter.
32. The successful contractor shall have to be registered under the EPF & MP Act 1952, the Contract Labour (Regulation and Abolition) Act, 1790 & produce the certificates, within the reasonable time and shall ensure compliance of MW Act, 1948. Also the successful contractor shall have to be registered under the Finance Act, 1994 for the purpose of GST wherever applicable.
33. If there is any variation in quantity of a tender the contractor will be bound to execute variation up to $\pm 25\%$ of contract value. For variation above 25% the system which are mentioned in GCC, will be followed.
34. Should there be any dispute of any kind the same shall be resolved through arbitration. The procedure to be adopted for **arbitration** will be as per latest GCC.
35. **If RITES inspection is required, the RITES inspection fee as charged shall be borne by contractor. (wherever applicable the RITES inspection)**
36. Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
37. Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.
38. The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these

provisions at worksites, for which no extra payment will be payable.

39. (i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit.(ii)100% Govt. owned PSUs shall be exempt from payment of earnest money deposit.(iii)Labour Cooperative Societies shall deposit only 50% of earnest money deposit.
40. Many clauses, paragraphs, chapters are having relation with others. Due care has been taken while relating those. But if dispute arises at any stage then the decision of the Railway shall be final.
- 41. Employment of Graduate Engineers/Diploma Holders Engineer by Contractor:**

In terms of GCC, Tenderer(s)/Contractors after award of the contract shall be required to employ unemployed electrical Diploma Holders Engineer/Graduate Engineer as per the norms specified below. (As per Railway Board L. No. 2012/CE-ICT/0/20 dt. 10.05.2013).

Contract Value	No. Of Eng./Diploma Holders Engineer and Graduate Engineer	Default on account of non-deployment of Qualified Diploma Holders Engineer / Graduate Engineer
More than Rs.25 Lakh, but less than Rs.200 lakh	Engineers	
	Diploma Holder Engineer – 1 No.	Rs. 25,000/- for each month or part thereof for the default less than period to be recovered from the contractor.
Rs. 200 Lakh and above.	Engineers	
	Graduate Engineer – 1 No.	Rs. 40,000/- for each month or part thereof for the default period to be recovered from the contractor.

The decision of the “Engineer” in charge as to the period for which the required Technical staff was not employed by the contractor and was to be reasonableness of the amount to be recovered on this account shall be final and binding on the contractor.