

## **SPECIAL CONDITIONS (I)**

1.0 **Scope Of Work:** The scope of work is limited to:-

PDPK-Yard modification for provision of one additional Loop Line beside Line No. 10 and conversion of dead end Line No. 10 into Loop line with both side Entry and Exit facility and also conversion of 1 in 8.5 cross-over into 1 in 12 at both end of L.No.-6 for Coaching fit (Conversion of 1 in 8.5 cross-over into 1 in 12 at both end of line no.6 of PDPK Yard, Provision of one additional Loop line beside Line No.10 and conversion of Line No.10 into full length loop line with both side entry and exit facility at PDPK Yard and Provision of AT).

All the released materials should be accounted and handed over to Railways in sound condition to Railway's representative at nearest OHE/PSI depot.

2.0 **Railway Stores**

2.1.1: If the Contractor runs short of materials and such materials are available in Purchaser's stock, the material may be supplied by the Purchaser in exceptional cases with the specific approval of the Senior Divisional Electrical Engineer (TRD) on loan to the Contractor, who will return these on receipt of supplies or within six months whichever is earlier.

2.1.2 : If the contractor placed orders for materials and could not receive the materials in time due to reasons beyond his control and if such materials are available in Purchaser's stock ,the materials may be spared by the purchaser to the contractor who will return these materials on receipt of supplies or within six months whichever is earlier. In such cases, no hire charges will be levied for the six months period provided the contractor submits purchase orders and explains in writing the reasons for the delay in supply to the satisfaction of Senior Divisional Electrical Engineer (TRD)/KGP whose decision in this regard is final.

2.1.3 : The loaned materials shall normally be returned to the purchaser. The materials shall normally be returned to the depot from where these are collected unless otherwise indicated by the purchaser.

2.1.4 : In case the Contractor fails to return the material, the material loaned earlier may be treated as sold . The recovery of the value of the sold material would be made as follows.

i) The recovery of the value of the sold material would be on the basis of the issue rate or market rate prevailing at the time of supply whichever is higher, plus 5% freight charges and 2% incidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight and incidental charges.

This recovery would be made from any bill submitted by the Contractor subsequently either 'On Account' or "Progress payment". If prevailing market rates are not available, the recovery rates may be worked out by escalating the last purchase rate @ 10% escalation per annum. The last purchase rate shall, however, not be more than one year old.

3. **Penalty For Bursting Of Power Block**

Penalty will be levied at the rate of Rs.5,000/- for the first thirty minutes or part thereof and at the rate of Rs.5,000/- for every 15 minutes thereof, if the power block is bursted by the contractor and the train services are effected. If the train services are not effected, the purchaser at his discretion may waive such penalty. Bursting of power block means the extra time taken over and above the granted power block period.

4. **Power Blocks Working - Protection Of Men Working**

i) Railway will arrange only power block for the works related to power block depending on the traffic and other conditions. The contractor shall ensure the removal of men and material before cancellation of power block. The contractor shall have to take full advantage of available power block by employing adequate staff for getting the maximum possible work done during the available block period. For adhering to target date of completion, the contractor may have to work during night time under power block .

ii) The Contractor shall take all precautions necessary to protect staff working and under him or his sub-contractor. The contractor shall treat all other lines live except the line under power

block. He should ensure execution of work under the supervision of competent person to carry out the work in electrified areas. Unless the adjacent lines are also under power block, voltage and current will be induced in the line under power block. To protect against these induced voltages and currents, earth discharge rods are to be provided. Care should be taken by the contractor that these discharge rods are intact and not disturbed by his staff. He shall also ensure that none of the staff working under him shall work/reach beyond safe working limits. Contractor to provide one staff at each earth rod for safety reasons.

iii) Under all conditions, the contractor shall have to arrange protection of his staff against traffic. He shall have also to take all necessary precautions to guard against any possible obstructions to traffic during working by providing necessary guy while erection/dismantling of structures, coverage of excavated foundation pits with sand filled bags to keep free of stacked materials from obstructions to traffic etc.

iv) At the end of each power block work the contractor shall ensure removal of all men and material and no work inclusive of OHE should be left out in a state of obstruction to running of trains and the OHE should be made fit for electric traffic.

v) The rates given in the price schedule is a lum sum calculation of power block charges for the erection/dismantling items and may be varied as per requirement during execution of work.

vi) The Engineer reserves the right to alter the scope of work, scope of work and special conditions as well to drop portion of the work within the time of tendering and awarding the contract

vii) The contractor shall have to take all precautions to prevent possible electrical accidents due to proximity of adjacent live OHE always in live condition, unless otherwise a power block is granted on the adjacent line, the contractor shall also take all precautions to protect his staff working on the line against traffic (running of trains) on the working lines/adjacent lines.

viii) If there is any conflict between special conditions and the general conditions of the contract, the conditions laid down in special conditions will be sustained.

5. **Supply Of Schedule Materials-** The quantity of materials should be supplied by the contractor in phase manner as per requirement of site. The quantity should be decided by the Sr. Divl. Elect. Engineer(TRD) or his authorized representative.
6. Power block charges applicable for each sets of gang, either working in Tower wagon or by ladder. The calculation should be done as per explanatory of the schedule.
7. Replacement of equipment is a vital OHE/PSI work and engagement of Firms engineer is mandatory for safety and planning of contractor's staff. Therefore, one degree/diploma engineer should be available at work site for execution of work, without availability of degree/diploma engineer, no power block will be allowed for execution of work and one supervisor should be available for each tower wagon. If the contractor fails to provide engineer and supervisor as per requirement, then the competent authority may take suitable action as deemed fit.
8. Specification and standard drawings: Railway will not provide any specifications etc., required in connection with the execution of work as mentioned in the tender document as the contractor will have sufficient experience in the field. However, where necessary, the contractor can purchase the drawings, documents at his own cost either from the office of CEE/SER/GRC or from CORE/RDSO on payment. No delay in execution of work shall be accepted on this account.
9. Procurement of Store: All materials to be supplied by the contractor have to be duly inspected by RITES or a competent Railway authority nominated by Sr. DEE/TRD/KGP or his authorized officer in-charge. The RITES inspection shall be arranged by the contractor and the cost of inspection to be borne by Railway. No payment for materials will be made unless the inspection certificate has been submitted along with supplier's original challan. The materials have to be procured only from the approved sources of RDSO/CORE as applicable.
10. Time Schedule for supply : All the materials specified in the schedule shall be supplied within four months from the date of approval of the competent authority.

Beyond the above time schedule, a penalty of 2% will be levied on supply value billed for that item. However, beyond schedule quantity this clause will not be applicable. If the Railway is instructed to supply materials in phase manner, then the time schedule will be applicable from the date of communication of that part of materials. Delay in RITES inspection will not be accepted for any exemption of this clause.

12. Deposition of Store : All items shall be handed over to the consignee's store and shall be drawn as per requirement at site.
13. Supply of Stores by Railway : Railways have 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 supplied as issue will be reduced from the scope of Supply accordingly.
14. Availability of Materials : All tools, plants and materials required for the next fifteen days at the site of work shall be physically made available at the site invariably. Temporary store/office must be provided by the contractor at site.
15. Plan for Execution : The tenderer is required to submit a work plan like bar chart, Gantt chart etc. for execution of the work so as to complete the job in the specified time along with offer itself. During execution contractor will give weekly plan and daily progress report.
16. Lightning Arrangement : Contractor will have to arrange for adequate lighting for night working. No extra payment will be made for night time working. The work should not suffer in need of lighting arrangement.
17. Deployment of Qualified Engineers at Work sites by the Contractor : As per Clause 26A to GCC :  
26A.1 The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time. The graduate engineer or Diploma engineer shall must remain present at site or in office of railway consignee of the work so as to plan and monitor work progress on daily basis.  
26A.2 In case the contractor fails to employ the Engineer, as aforesaid in Para 26A.1, 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.  
26A.3 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.

In terms of provisions of new Clause 26 A.1 to General Conditions of Contract, for the instant work, contractor shall employ the following Qualified Engineers during execution of the allotted work.

- i. One Qualified Graduate Engineer when cost of work to be executed is Rs.200 Lakh and above, and
- ii. One Qualified Diploma Engineer when cost of work to be executed is more than Rs.25 Lakh but less than Rs.200 Lakh.

Further, in case the contractor fails to employ the Qualified Engineer, as aforesaid in above para, he, in terms of provisions of Clause 26A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs.40,000/- (Rupees Forty Thousand only) and Rs.25,000/- (Rupees Twenty Five Thousand only) for Graduate and Diploma Engineer respectively for each month or part thereof for the default period for the provisions, as contained in Para (i) and (ii) above respectively.

## **SPECIAL CONDITIONS (II)**

1. The price shall include all taxes, levies, impositions handling charges etc. what so ever applicable from time to time.
2. All the equipment's/materials shall confirm to relevant RDSO/Core/IS specifications and shall be of reputed approved make of RDSO/CORE/Railway.
3. The materials required for execution of work shall be supplied by the contractor after inspection by RITES or Senior Divisional Electrical Engineer/TRD, S.E. Railway, Kharagpur or his authorised representative at the manufacturer/supplier/purchaser premises OR at the site as decided by Sr.DEE/TRD/Kharagpur. Inspection charges of RITES will be born by the railway.
4. The contractor is required to physically supply all the major materials covered under the Schedule of work to the consignee before starting the work.
5. The following will have to be submitted for the supply items along with bill.
  - (a) Supplier's challan
  - (b) Manufacturers challan, test certificate and guarantee certificate.
  - (c) Inspection Certificate
  - (d) Execution of Indemnity Bond.
6. The tenderer should read thoroughly the instruction of the tender booklet and sign in all the pages of the booklet with necessary seal.
7. Various reference drawings given along with the tender documents are only for broad guideline purpose. However, contractor has to prepare detailed design and drawing taking into consideration, various aspects of tender documents, site condition and submit the same for the approval of Sr. DEE/TRD/KGP before executing the work.
8. Contractor has to safe guard the material/equipment's against theft, pilferage, damage etc. till the complete installation is taken over by Railways.
9. If there is any item which is not covered by the special condition of contract or by the terms & condition mentioned elsewhere in the tender, the terms & conditions mentioned in *General Conditions of Contract* applicable to works contract of S. E. Railway shall apply. In case there is any contradiction between special condition and general condition of contract, the special conditions of contract shall prevail.
10. For transportation of materials from Railway store/consignee's depot will be done by the contractor and no extra payment will be made by the railway.
11. For transporting of release materials purely lies with the contractor and the release materials should be handed over to store depot or as directed by consignee.
12. The contractor will have to carry out the detailed site-survey for the assessment of the quantity of materials along with its character, quality, type/style, size in detail of the materials to be encountered. After assessing the requirement of material as per site, the contractor should place order for procurement of all materials within fifteen days of approval of plan of action in Bar-Chart and execution scheme in sketch as per schedule of work/or as per instruction of the Railway, if any and purchase order copy of materials should be submitted to Sr.DEE/TRD/KGP's office, accordingly.
13. Railway supplied materials means: The material supplied by Railway store and/or the schedule materials supplied by the contractor to the consignee's depot and taken into ledger/DMTR are also considered as a railway materials and to be issued time to time to the contractor for execution of work against indemnity bond.

14. Power Block Charges: The Power block charges are applicable as mentioned in the item of the schedule of power block charges. The items which are not mentioned in the power block charges are inclusive of power block and no extra charges are applicable for that item.
15. Clarification of Sch.-M (item No.-36) Shifting of OHE from old Mast to new Mast: This item is applicable only for transfer of OHE from existing mast to another new/old separate mast/structure (other than existing), where consequent adjustment of OHE required like re-spacing of droppers, adjustment of contract height, leveling, including dismantling of old cantilever assembly etc. and payment will be made in that situation only.
16. **Tenderer should submit the balance sheet and all other financial documents attested/certified by CAs to substantiate fulfilment of Financial Eligibility Criteria should be with UDIN, failing which the offer is likely to be rejected without any further reference. As per Chief Engineer/Works Letter No. CE/G/Arb & Cont. Mgt/Tender Circular/Pt.I/317, Dt: 11.03.2025.**
17. General Condition of Contract-2022 (April) with amendments is applicable for the subject tender.

**ADEE/TRD/Sub/SRC**