

SPECIAL CONDITIONS OF CONTRACT FOR ALL CONTRACT

- 1 Indian Railways Standard General Conditions of Contract April - 2022 updated with correction slips Issued up to date of inviting tender will be applicable.
- 2 IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender will be applicable.
- 3 Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender will be applicable
- 4 The entire work will be executed under the supervision of Rly.'s Engineer-in-charge or his authorized representative at site.
- 5 All contractor's materials including fittings should conform to IS specifications and of reputed manufacturers as approved by the concerned ADEN at site before use in the work.
- 6 **Engagement of Engineer by Contractor** (vide Railway Board's IR No.2012/CE-I/CT/O/20 dtd 12/07/2013.)

Sl. No.	Cost of work	Employ Nos. of Qualified Engineers.
(a)	Rs.200 Lakhs and above.	One Graduate Engineer.
(b)	More than Rs.25 Lakhs but less than Rs.200 Lakhs.	One Diploma Holder Engineer. Note:- Track related contractual works of values as specified in para-(b), individuals having Diploma in Railway Engineering awarded by IPWE (India) shall also be considered as qualified Diploma Holder Engineers and contractors for track contract works can employ such individuals at their worksite on Indian Railway (Rly. Bd's Ir. No. 2012/CE-I/CT/O/20, Dt. 12.07.2013).
In case the contractor fails to employ the Qualified Engineer, as aforesaid in para above, in terms of provisions of clause 26A.2 to the General Conditions of Contract, he shall be liable to pay an amount of Rs.40,000/- and Rs.25,000/- for each month or part thereof for the default period for the provisions as mentioned in para-(a) and (b) above respectively.		

- 7 **Removal of debris from nominated locations to dumping ground:**
The contractor shall arrange the frequent and regular (once in a week at least) cleaning of the nominated locations, where he has dumped the debris in case of failure of the same, contractor shall be liable for a penalty of Rs.1500/- per day, after 48 hours of the issue of notice.
- 8 The vehicles and equipment of contractors can be drafted by Railway Administration in case of accidents/natural calamities involving human lives. Moreover, payment in respect of that would be made by operating the item as a non-scheduled item.
- 9 For supply of wooden planks, etc the contractor must submit vouchers of purchase along with Timber Transit permit issued by forest Deptt. The timber should have passing hammer mark of the forest Deptt.
- 10 Unless specified otherwise, the rate accepted are inclusive of all lead, lift, loading, unloading, handling and all other charges and taxes including GST liveable by the Govt. from time to time.
- 11 In case of any accident, the contractor shall be liable to pay for the damages to the extent; he is responsible on the basis of the report of enquiry committee.
- 12 Supply of materials should be well in advance from the date of execution of all works as per requirement given by AEN/IOW in-charge (Railway in –charge of work) at site.
- 13 No payment will be made for wastage/surplus materials.
- 14 Schedule of dimension as specified in the drawing must be followed strictly; any change should not be made without written permission of competent authority.
- 15 Contractor should take all precaution for safety of his/ their labour. The Railway will not entertain any claim towards accident whatsoever of the labour engaged by the contractor.

- 16 **Note for reinforcement steel and structural steel (Authority: Railway Boards letter No. 2007/CE-I/CT/8; dtd. 01/05/2012):-**
- i All reinforcement steel (TMT bars) and structural steel shall be procured as per specifications mentioned in BIS's documents - IS: 1786 and IS: 2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conform to the specifications.
 - ii These steel shall be procured only from those firms, which are established, reliable ,indigenous & primary producers of steel ,having integrated steel plants (ISP), using iron ore as the basic raw material and having in- house iron rolling facilities, followed by production of liquid steel and crude steel, as per Ministry of steel's guidelines.
 - iii However, only certain isolated sections of structural steel, not being rolled by ISPs can be procured from the authorised re-rollers of IPSs or authorised licensee of BIS having traceability system and who use billets produced by ISPs .Traceability shall be ensured by an officer specially authorised by the concerned SAG officer of the Zonal Railway on case to case basis for this purpose.
- 17 **Note for reinforcement steel and structural steel:** - Wherever used, the reinforcement steel and structural steel will be from leading manufacturers like Tiscon, Sail, Jindal, VIZAG or any equivalent brand with specific approval of concerned ADEN which is manufactured by integrated plant. (Confirming to SL No. 15)
- 18 **Note for cement:** - Wherever used, the cement will be from leading manufacturers like Lafarge, UltraTech, ACC, Konark, Birla or any equivalent brand with specific approval of concerned ADEN.
- 19 **Note for pipes/Water supply pipes:** - Wherever used, the GI pipes shall be from leading manufacturers like Tata, Jindal, Bansal or any equivalent brand with specific approval of concerned ADEN.
- 20 For works of public nature contractor shall fix an information board containing information related to work order at prominent place free of cost. The content of such board, its fixing location, size and type of material etc shall be as approved by Engineer-in-Charge. The board shall be maintained by contractor during the currency of work order. If contractor fail to fix the information board for nominated work orders, a token penalty as deemed suitable as per GCC may be imposed by Engineer-in-Charge.
- 21 **Use of Personal Protective Equipments (PPE), safety signage and safety demarcation at work site:-**
Contractors' personnel should wear PPEs like safety shoes, helmet, high visibility vests, air filter masks, hand gloves etc as required for personal protection at site. Wherever required, the worksite should be demarcated by suitable means and suitable prominent signage should be provided as approved by Engineer-in-charge.
- 22 In case of emergent repair/maintenance work required then zonal contractor shall start the work on written instruction issued by the concerned ADEN without waiting for approved work order which may be prepared and approved post facto.
- 23 It is the responsibility of contractor to ensure the implementation of labour law policy/ instruction issued from ministry of labour & Employment/ministry of Railway. 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 concerned Sr.DEN/DEN regarding this will be final and binding on the contractor.
- 24 **Price variation Clause (PVC):-** Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores.

- 25 Subsequent to the enactment of GST Act 2017, The Para (a) of Clause 6, Part-I of Indian Railways Standard General Conditions of Contract, April 2022, is revised as below 6. Care in Submission of Tenders:(a)(i)Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer. (a)(ii)Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. (a)(iii)The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority. (a)(iv)In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority. (b)When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf. (c)The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 26 The Contractor will fill up and update the details of Contracts, Contractual Labour employed by him/her and related details as required by Railway on "Contract Labour Management Portal" or any other portal or in Register - as Directed by Engineer-in-Charge for which no extra payments shall be made.
- 27 Clause 55-B to GCC: Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- 28 EPF and ESI registration would be mandatory wherever applicable and documents towards EPF and ESI registration shall be submitted before execution of the agreement failing which contract will be terminated. The labours deployed by the contractor for the entire work should have individual Bank account in their own name. The payment to the labour by the contractor should as far as possible be made through bank accounts of the individual labour as per the latest minimum wages issued from Chief labour commissioner (C).
- 29 Clause 55 D to GCC -Provision of The Building and Other Construction Workers (Regulations of Employment and Conditions of Services) ACT 1996 and The Building and Other Constructions Workers Welfare Cess ACT 1996. The tenderers, for carrying out any construction work, shall get themselves registered with 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 the Contractor's bill as per Provision of the ACT.

- 30 In order to ensure prompt and proper uploading of details related to LOAs, engaged workmen, wage & other payment details, Railways/Pus etc. shall introduce a special condition in their tender documents of the tenders to be called henceforth (Authority-As per Rly. Bd.'s letter No.2018/CE-I/CT/4, dtd.17.10.2018). The special condition is as under :- 1) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of Clause 54 and 55 of Indian Railways General Condition of Contract. 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 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 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 Agreement 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 approved 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. 2) While processing payment of any 'On Account Bill' or 'Final bill' or release of 'Advance' 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.
- 31 The schedule of quantity is only approximate and may vary as per site condition. Any items of SER USSOR -2021 or CPWD DSR 2021 may be added as per approval of the Competent Authority.
- 32 Telecom Circular No. 09/2023 shall be applicable as per Rly Board's letter no. 2021/Tele/5 (2)/3-Part (1)(3425647), dtd: 12.06.2023 for procedure for undertaking digging work in the vicinity of signalling, Electrical and Telecommunication Cable.
