

SPECIAL CONDITIONS OF CONTRACT**1 TENDER DOCUMENTS**

- 1.1 The materials and installation required, tendering procedure and contract terms are prescribed in the tender documents. The set of tender documents issued for the purpose of tender includes the (a)NIT with necessary space for quoting rates, (b)Tender Schedule, (c)Forms of the Tender (First sheet), (d)Affidavit/declaration in the form of Annexure-V, V(A) & Bank Guarantee Form as Annexure-VIA, (e)Annexure-VIB, (f)Special Conditions of Contract, (g)Annexure Z, (h)Annexure-L, (i)Annexure-M & N, (j) Annexure 1 & 2 and any other Annexures/ enclosures in the document section if any along with any addendum and corrigendum thereto. All these are parts & parcel of the tender document.
- 1.2 The tender shall be governed by The S.E. Railway Schedule of labour and material rates (2010 or latest) and IR Standard General Conditions of Contract of 2022 including latest amendments thereof, General Instructions to tenderers and Special Conditions of Contract. In case of any difference, contradiction, discrepancy with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the order of precedence(if any) will be as per Para 1.01 of the General Conditions of Contract (GCC)-2022, Part-I

2.0 Scope of the Work:

- 2.1 The scope of the work includes "Supply, Transportation, Installation, Testing and Commissioning of S&T work in connection with Provision of 07 Nos. Railway owned Electronic In-Motion Weighbridges(EIMWBs) at Bimalgarh, Lathikata, Jaroli, Dangoaposi, Jhinkpani, Banspani, Biramitrapur over Chakradharpur Division on S.E. Railway".
- 2.2 **System of working:**
The work should be commissioned with materials as per Schedule of work & technical specifications attached thereto.
- 2.3 **Services & supply of materials:**
The tenderer will provide services & supply of materials contained therein as per details in schedule - 'A', 'A1', 'B', 'B1', 'C', 'C1', 'C2' & 'D'.
- 2.4 **Works to be done by Railways:**
Railways will provide/carry out following works:
(a) Power Supply: Only single phase 230V +/- 10% AC mains supply shall be provided for powering the equipment at single point further distribution of power is to be done by tenderer.
(b) The additional power arrangements if any are given in technical specifications attached to the Schedule of Work.

3.0 Price**3.1 Price Basis**

The rate quoted in any of schedule must be inclusive of all including all taxes, charges, royalties, duties and GST etc. whatsoever applicable whether direct or incidental **strictly under GST Laws** and nothing will be paid extra over and what is indicated in various schedules.

3.2 Price Variation

Rates quoted and accepted by railways will be fixed and no price variation whatsoever will be granted during entire period of contract including any extensions to contract for this tender if not permitted under extant rules.

4.0 Time schedule:

- 4.1 Time schedule for entire work is of utmost importance. The complete system is required to be fully operational within **15 (Fifteen) months** of date of issue of letter of acceptance.
- 4.2 Time is essence of contract and the various activities should be completed as per time schedule given below. A bar chart shall be submitted by the contractor within indicating the time/period in case of deviation. The same should accompany whenever an extension of the completion period is sought for.

SN	Activity	Time
1	Issue of acceptance letter.	D
2	Supply of plans and design documents clearly indicating / identifying all the system / sub-system to be supplied by the contractor / to be provided by Railways.	D + 2 weeks.
3	Submission of comments / modification suggested on the plans and designed document by Railways.	D + 4 weeks.
4	Submission of modified plan and designed document incorporating all modifications by Contractor.	D + 5 weeks.
5	Issue of acceptance of design document by railways	D + 6 weeks.
6	Submission of equipment for inspection including all system / sub-system being supplied by contractor.[Place of inspection is to be decided by inspecting authority & sample approval of materials is to be done if required as per decision of inspecting authority.]	D + 8 weeks.
7	Inspection by Railways representative wherever necessary.	D + 9 weeks.
8	Supply, installation and commissioning of entire system including all interfacing to other sub-system of Railways.	D + 65 weeks.

4.3 Warrantee

- (a) The system is to be utilized for Railway traffic. Hence, the equipments must be of sufficiently good quality so as to remain functional round the clock (24x7) un-interrupted. The contractor shall warrantee that all the material/equipment/system commissioned as per this tender shall be free from defect and fault in design, material, workmanship and manufacture and shall be of highest grade and consistent with established and generally accepted standard for material of the type ordered and in full conformity with contract specification.
- (b) The warranty shall start from the date of commissioning and shall expire 12 months after date of commissioning. However, warrantee period of the materials/ services with IRS/RDSO/Tec specifications, will be applicable as per RDSO guidelines.
- (c) During the period of warranty, the contractor shall remain responsible to arrange for replacement and setting right at his own cost any equipment/sub-system or any other form supplied/ commissioned by him which is of defective manufacture or defective design or defective material/ component or becomes un-workable due to any cause whatsoever. The decision of purchaser in this regard shall be final and binding on the contractor. No excuses shall be entertained in this connection. Any reasons for rectification which is beyond the capability of the contractor shall be sorted out immediately with production of certificate of joint inspection held with Railway's representative. However, in any case the contractor shall remain responsible for early rectification of any defects of the system at the cost of the contractor irrespective of the quality of defects.
- (d) If it becomes necessary for the contractor to replace any defective portion of the system under this clause, the provision of this clause shall apply to the portion of system/ sub-system so replaced for further period of six months from date of such replacement/ renewal or until the warranty whichever may be later.

- (e) If any defect is not remedied within reasonable time (i.e. within a week of notifying the defect at nominated address of the contractor by fax, telegram, telephone or any other method), the purchaser may at discretion impose a penalty of Rs. 1000/- (**Rupees One Thousand only**) per day (for period exceeding a week from the date of notification to the contractor till such time it is rectified/replaced) or proceed to get it repaired at contractor's risk and expense or both without prejudice to any other right which the purchaser may have against the contractor in respect of such defects. The penalty if any will be adjusted from the Security Deposit of the contractor. In addition to above, if the contractor fails to rectify the defects of the system within a reasonable period after intimation to them as considered by the purchaser, the purchaser reserves the right to get it rectified by any other means/agency whatsoever at the risk & cost of the contractor and recovery of such cost from the contractor shall be at the discretion of the purchaser. Besides the above other actions as per provisions under GCC-2022 (or latest if any, read with correction ships thereof) shall be taken against the contractor.
- (f) All the inspections, replacement or renewal carried out by contractor during warranty shall be subject to the same conditions of contract.
- (g) The contractor is bound to perform all the liability and obligation under warranty without any additional payment whatsoever on part of contractor under this warranty clause.

5.0 INSPECTION AND TEST:

- 5.1 Inspection and test of materials to be supplied shall be carried out at the place of production/ Railway's store as the case may be by railways representative as per decision of inspecting authority. Further inspection may be carried out at destination and at site of installation by the Railway, if desired, authorized representative (Inspecting officer) to ensure that all the requirement of tender specifications is complied during manufacture, supplying & installation and commissioning in accordance with Technical Specifications, Special Condition of Contract and General Conditions of Contract. The Inspecting officer shall be RDSO/ RITES or any other Railway representative nominated by the Competent authority of Railways.
- 5.2 Notice/ Intimation shall be sent in writing in advance by the Contractor to the Inspecting officer as & when the stores or materials to be supplied are ready for inspection & test and no materials except those to be inspected at the Railway's stores shall be delivered or dispatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved for dispatch.

5.3 Facilities for Test and Examination:

The contractor shall, at his own cost provide to the inspecting officer all reasonable facilities and such accommodation as may be necessary for satisfying himself, that the materials are being and/or have been manufactured in accordance with the Specification and conditions laid down. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's workshop for the purchase aforesaid, and he may require the Contractor to make arrangements for inspection of the materials or any part thereof or any material at his premises or at any other place specified by the inspecting officer and if the Contractor has been permitted to employ the services of a sub-contractor, he shall in his contract with the sub-contractor, reserve to the Inspecting officer a similar right.

5.4 Cost of Test:

- (a) The Contractor shall provide, at his cost, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test and examination which he shall require to be made on the Contractor's premises. If the Contractor fails to meet with the conditions aforesaid, the inspecting officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such test elsewhere. A certificate in writing of the Inspecting officer that the Contractor has failed to provide the facilities and the means for test examination shall be final.
- (b) **The Inspection charges charged by RDSO/RITES etc. if any shall be borne by the Contractor.**

5.5 Materials for Test:

The Contractor shall also provide and deliver for test, at his cost, at such place other than his premises as the Inspecting Officer may specify such material or stores, he may require. The premises for testing other than manufacture's premises shall be mutually decided by Railway and the Contractor.

5.6 Acceptance Test Procedure:

The contractor shall submit detailed Test Procedure for each equipment, sub-system and system scheduled for consignee inspection with specification No. & or Drawing No. or otherwise as a whole to the Railway. The Railway shall discuss with the contractor and modify the same as may be required to ensure that the requirement of Tender Specifications is complied. The finalized Acceptance Test Procedure /Schedule shall, only, act as broad guideline and Railway shall be free to carry out any other test that may be considered essential. The Test Procedure shall give details of all equipment, test and measuring instruments required to perform the test.

5.6.1 The contractor shall submit detailed Test Procedure for each equipment, sub-system and system as a whole to the Railway. The Railway shall discuss with the contractor and modify the same as may be required to ensure that the requirement of Tender Specifications is complied. The finalized Acceptance Test Procedure/Schedule shall only, act as broad guideline and Railway shall be free to carry out any other test that may be considered essential. The Test Procedure shall give details of all equipment, test and measuring instruments required to perform the test.

5.6.2 The Inspecting officer shall have the right to put all the stores of materials forming part of the same or any part there to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

5.6.3 Clause no deliberately kept unused.

6.0 Consignee's right of rejection:

Notwithstanding any approval which the Inspecting officer may have given in respect of any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the inspecting officer or under the direction of the Inspecting officer) and notwithstanding delivery of the materials where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Railway, to reject the materials or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such materials or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever. **Note:** - In respect of material pre-inspected at the firm's premises the consignee will issue rejection advice within 60 days from the date of receipt.

7.0 FREIGHT AND INSURANCE:

The freight and insurance cost for the material to the site of work shall be borne by the contractor.

8.0 PACKING AND FORWARDING:

8.1 The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and /or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.

8.2 All containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor shall be considered as non-returnable and their cost as deemed to have been included in the contract price. Each bale or package delivered under the contract shall be marked by the Contractor at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the consignee, the gross weight of the package and the name of the contractor with a distinctive number of mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the inspecting officer as regard quickness of drying, fastness and indelibility.

8.3 Materials and Equipments meant for each station & different consignees shall be packed in separate boxes and marked with the name of station, consignee and Railway.

- 8.4 Each bale or package shall contain note specifying the name and address of the Contractor the number and date of the acceptance of tender and the designation of the Controlling Officer.
- 8.5 The inspecting officer may reject the stores if the stores are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be binding on the Contractor.

9.0 SUPPLY AND CUSTODY OF MATERIAL:

- 9.1 The transportation of all material from the consignees' stores/site (Station) for installation and commissioning shall be the responsibility of the contractor at his own cost.
- 9.2 The contractor shall be entirely responsible and shall bear all expenses towards loading, transport, handling and unloading for all materials equipment, machines, tools and plants etc. from the source of supply to Railway store and from Railway store to site/site directly from the source, as advised by the Railway's Engineer. The responsibility for damage to any equipment. During transportation and till it is taken over by Railway shall be that of the contractor. The correct functioning of the equipment for installation shall, however, be governed by the warranty clause of the contract.
- 9.3 **Security of materials:** Security of all materials in the locations where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from theft. In the event of any loss, the contractor shall be responsible to that effect and shall execute an indemnity bond for the materials that will remain in his custody, which has been supplied by the Railway. The store lost/unaccounted/consumed in excess or damaged shall be recovered as per GCC.

10 FUTURE DEVELOPMENT:

The contractor shall supply to the Railway free of charge all software update, data and specifications which may result from developments effected by him or his collaborator in the period of currency of contract. The Railway reserves the right for such modified or improved versions in lieu of these originally quoted for, based on prices and other conditions mutually agreed upon.

11 SPARES:

Essential spares as indicated in the tender schedule shall be supplied by the Contractor. The tenderer shall indicate the unit prices of each module/card/connecting cable etc. used/proposed. The unit prices offered for spares shall be binding for a period of 36 months/ closure of the contract whichever is longer from the date of opening of tender. The Railway may order additional cards/modules/connecting cable etc. under variation clause of GCC-2022(with latest amendments) and contractor shall supply the materials at the rate offered in the tender during the above time period.

12 Recommended spares

- 12.1 In addition to the spares indicated in the tender schedule, tenderer shall indicate additional recommended quantities of spares for efficient maintenance of the equipment and the system for a period of 5 years to ensure that the reasonable availability is ensured.

13 LONG TERM AVAILABILITY OF SPARES AND SUPPORT:

- 13.1 The tenderer shall give an undertaking to supply on payment all maintenance spares and required for the equipment during life time.
- 13.2 Tenderer shall also undertake to supply additional equipment required for replacement/expansion of the work that may become necessary due to additional traffic requirements.
- 13.3 The manufacturer shall guarantee that spare parts for the system shall be available for minimum 10 years. At least one year notice shall be given to the Railways before any equipment or components are discontinued or phased out from the manufacturing plans. This will enable the Railways to assess the life time requirement of spares needed and order in sufficient quantity prior to stoppage of the manufacture.
- 13.4 That the successful tenderer shall further guarantee that in case if he goes out of production of spare parts, he shall supply the full manufacturing drawings/details along with the specifications of the materials at no cost to the Railway, if and when required for the equipment to be fabricated or procured from other sources by the Railway.

14 QUALITY ASSURANCE:

- 14.1 The tenderer shall submit along with the tender the quality assurance control, and inspection plan including full details of in-house quality assurance Organization, procedure and documentation. During the manufacturing process, proper record shall be maintained for the inspection and tests carried out according to this plan.
- 14.2 In the event of Railways waving off the inspection, all tests provided in the test schedules approved by Railway shall be carried out by the Quality Assurance Organization and proper record of all such tests and results thereof shall be maintained and supplied to the Railway on demand.

15 COMMISSIONING AND FINAL ACCEPTANCE TEST:

- 15.1 Railway shall carry out all tests as per the Technical Specifications and the Acceptance Test Schedule as furnished by the contractor and approved after consultation by the Railway. The test schedule furnished by the tenderer can be modified by mutual discussions between the contractor and the Railway before finalization. Any component, modules, sub-assemblies or equipment failing during the commissioning test shall be replaced/repared free of cost by the tenderer.
- 15.2 All tests and measuring instruments and other arrangements required for final Acceptance Test shall be provided by the contractor at his cost. The completion certificate in accordance with General Conditions of Contract, Technical Specifications and Special Condition of Contract shall only be issued by the Railway Engineer after the installation is satisfactorily commissioned.
- 15.3 The system will be considered to have been fully commissioned only when all the supply and services as envisaged in the governing contract has been fully met and system has been put to use without any defect for at least 14 days continuously. The certificate signed by only contract signing authority shall be valid for reckoning of date of commissioning.

16.0 WORK ORDER:

- (a) It is the responsibility of the contractor to collect the work order from the office of the Sr.DSTE/CKP timely. If the original work order issued to the contractor is lost by him for any reason whatsoever and the contractor demands for supply of a duplicate of the same, a penal levy of Rs. 10/- (Rupees Ten only) for such work order will be imposed on him for the issue of duplicate of the work order.
- (b) It should clearly be understood that it is entirely the contractors' responsibility and liability to find, procure all the machinery, tools and plants and methodical execution of the work. Delay in procurement of such items due to their non-availability or import difficulties or any other causes whatsoever will not be taken as excuse for slow or non-performance of the work.

17 INSPECTION OF WORK AND MEASUREMENT :

Measurement:- After completion of the stages of work, the tenderer should inform in writing about the completion of the work to the Railway Supervisor and request for a joint inspection. The measurement of quantities for the purpose of payment to the contract will be undertaken as per instructions of G.C.C.

- 17.1 **Inspection of the work:-** The representative of Sr. Divl. Sig. & Tele. Engineer, S.E. Rly./ Chakradharpur may inspect and test the various portion of the work at all stages & shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of material or workmanship or design in comparison to that is called for in the specification.
- 17.2 **Time Limit:-** The work shall continue & be completed in all respects within **15 (Fifteen) months** from the date of issue of the acceptance letter, 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 work comprised in the contract (with such modification as may be directed under clauses of GCC -2022 of these conditions) by the date entered in the contract, provided that if any modifications have been ordered which, in the opinion of the Sr. Divl. Sig. & Tele. Engineer, S.E. Rly, Chakradharpur has materially increased the magnitude of the works then such extension of the contracted date of completion may be granted as shall appear to the Sr. Divl. Sig. & Telecom. Engineer to be reasonable in the circumstances, provided moreover that the contractor shall be responsible for requesting such extension of the date as he may consider necessary as soon as cause thereof shall arise and in any case not less than one month before the expiry of the original date fixed for completion of the works.

18 DELAYS AND EXTENSION OF TIME:

- 18.1 If in the opinion of the Sr. Divl. Sig. & Telecom Engineer, the progress of works has at anytime been delayed by any act of neglect of the Railways employees or by another contractor employed by the Railway or by strikes lockout, fire, unusual delay in transportation, exceptionally inclement weather, unavoidable casualties or any cause beyond the contractor's control as by the reasons of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the contractor's own default etc. or by delay authorized by the Sr. Divl. Sig. & Telecom Engineer, pending arbitration or in consequence of the contractor or not having received in the due time necessary instructions from the Railway for which he shall have specifically applied in writing to the Sr. Divl. Sig. & Telecom Engineer or his authorized representatives or any other cause which the Sr. Divl. Sig. & Telecom. Engineer shall decide to justify the delay, then the time of completion of the work may be extended for such reasonable time as the Sr. Divl. Sig. & Tele. Engineer on behalf of the Railway may decide.
- 18.2 In the event of any failure or delay by the Rly. to handover to 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 Rly. due to any other cause whatsoever, then such failure or delay shall in no way alter or vitiate the contract or later the character thereof or entitle the contractor to damages or compensation thereof, but in any such case the Rly. may grant such extension or extensions of the completion date as maybe considered reasonable.

19 FAILURE TO COMPLETE THE WORK WITHIN THE TIME LIMIT

- 19.1 Although completion period of the work is **15 (Fifteen) months** but the instant work is time bound & meant to set right the failures at the earliest possible time fixed by Railway's Engineer/ Supervisor-in-charge. During execution of work, the Railway shall be entitled to determine and terminate the contract at any time should in the Railway's opinion, the cessation of work become necessary owing to failure of the contractor to execute the work as directed by Railway administration i.e. Railway's Engineer/ Supervisor in-charge . The time for completing the works by the date or extended date fixed for completion shall be deemed to be of the essence of the contract and if the contractor shall fail to complete the work within the time prescribed, the Railway shall, if satisfied that the works can be completed by the contractor within a reasonable short time thereafter, be entitled, without prejudice any other right or remedy available on the behalf to recover by way of ascertained, and liquidated damages a sum equivalent to one half of one percent of the contract value of the works for each work or part of work, the contractor is in default and allow the contractor such further extension of time as the Sr. Divl. Sig. & Telecom Engineer may decide. If the Railway is not satisfied that the works can be completed by the contractor and in the event of failures on the part of the contractor to complete the works within the further extension of time allowed as aforesaid the Railway shall be entitled without prejudice to any other right or remedy available on that behalf.

20 TECHNICAL SUPERVISION.

The contractor shall employ competent representative to supervise the installation under progress and carry out the work at all stages and such representatives shall be at site during working hours and any written orders or instructions which the Railway authority may give to such representative or the supervisor shall be deemed to have been given or communicated to the contractor.

21 REPRESENTATIVE ON THE BEHALF OF THE RAILWAY

Unless otherwise provided for in this contract, all notices to be given on behalf of the Railways and may be given or taken as the case may be by Sr. Divl. Sig. & Telecommunication Engineer, S.E. Rly. Chakradharpur.

22 MAINTENANCE:

The responsibility shall rest on the contractor for proper supervision and maintenance of the installation for a period of six months free of cost from the date of successful commissioning of the system. Maintenance during the period of guarantee shall be carried out by the contractor with their own men and measuring instruments. The contractor shall ensure that during the guarantee period when maintenance of the system shall be under his custody the down-time shall not be more than four hours after a failure is reported to him either by his representative/staff stationed at the place of failure or by Railways. Maintenance of the system during warranty period will be operated under the warrantee clause of the system given above.

23 TRANSPORTATION:

"Transportation:" wherever mentioned in the schedule (if not specified) implies transportation of materials from the respective stores of **Sr. Sec. Engineer (Sig/Tele)/-in-Charge** to the work site by a convenient vehicle which includes loading/un-loading lead, lift (if any), stacking and guarding of the materials by the contractor.

24 VARIATION IN QUANTITIES:

The quantities of item/items in the schedule for the work to be executed are only approximate and are only for guidance of the contractor (s). The quantities have as far as possible been assessed correctly and the same are likely to vary during the execution of the work according to the actual needs of the Railway. Such variation of the contract quantities will be operated under appropriate clauses of GCC. The work/works with the variation of laid down above shall be binding on the contractor (s) and he/they will contractor(s) is/are not entitled to any compensation, for such variation and he/they will be paid for such extra/ less quantity of work done by him/them only at contract rate. The decision of the Engineer is binding on the contractor and the contractor cannot question or make any claim on that account at any stage.

25 ADDL. WORKS AND/OR ALTERATION MADE BY THE RAILWAY.

The Railway may require additions and/ or modifications to be carried out on the work if deems necessary either during their execution or after the part or whole of the installation coming within the purview of the contract has been put into service. But in case these additional works or modifications are such that either partly considers alterations in prices justified, such additional works or modifications shall be carried out and the amendment in prices shall be based on unit prices given and accepted as per contract agreement.

25.1 Contractor responsibility for alteration of works

The contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors or commissions that may, arise from drawings or other particulars supplied by him, whether such drawings or particulars have been approved by the Railway or not. If any dimensioned figures upon drawings differ from those obtained by sealing the drawings, the figures dimensions are to be taken as correct. All dimensions weights and measures shall be on metric units (with British equivalents in brackets if possible).

25.2 Contractor's responsibility for proper execution of work.

The contractor shall be solely responsible for the correctness of all works according to specifications, notwithstanding that he may have been assisted by the Railway or his men in setting out the same.

26 SAFETY MEASURES:

- (a) Costs for guarding the materials supplied by the Rly. to the Contractor will be borne by the Contractor.
- (b) In the event of any theft or damage of the Railway materials including cables after those are handed-over to the Contractor, till they are taken over after commissioning, the contractor will bear all the charges towards replacement of or repair to these materials.
- (c) The Contractor will be held responsible for any damage to water, electricity, sewage mains, signal or telecommunication cables, power cables, P&T cables or the permanent way or any other Railway installation due to digging of trenches and laying of cables. In course of excavation, any liability arising out of the building telephone or signalling cables, electric mains, gas and water pipes etc. will have to meet by the Contractor.
- (d) For undertaking digging work in the vicinity of underground S&T cable, Joint Procedure Order (JPO) issued by CSTE/GRC's letter vide Computer No. 126508, dated: 19.02.2024 must be followed or else penalty shall be imposed in case of S&T cable damage.

27 PAYMENT:

- 27.1 The price and rates in respect are inclusive of all taxes, charges, royalties, GST and other levies etc. including lead, lift, transportation/ traveling etc. **GST LAWS and Railway Board's guidelines will be applicable for payment & recoveries against contractual bills besides the recoveries towards penalties and Down time. However, Railway Board's guidelines vide Letter No. 2017/CE-I/CT/4/GST dated 23.06.2017 and Para (a) ii to (a) iv of Clause-6 of the GCC (2022) regarding GST will be adhered to:**

27.2 Subject to any deduction which the Railway may be entitled to make under the contract, the contractor shall (unless or otherwise agreed to) be entitled to payments as follows:

(A) The Contractor shall be entitled to be paid from time to time by way of 'on account' payments only for such works as in the option of the Engineer he has executed in terms of work indicated in schedule or work to be supplied by the Tenderer, a particular section or a station is completed in full and actual measurements are taken by the Railways representative. Certificate of actual measurements shall be subject to any deduction statutory or otherwise provided that the Engineers may be any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof, are not being carried out to his satisfaction.

(B) It may be noted that under the Finance Act of 1972 with amendments, Income Tax deduction with surcharge thereon as applicable will be made from Contractor(s)' bills when the contract value exceeds Rs.5,000/-.

(C) As a recipient of goods and services, the Railways shall have to recover GST-TDS @ 2% (CGST 1% and SGST/UTGST 1% or IGST @ 2%) on invoice value (excluding GST) from supplier and remit the same to Govt.

(D) As a service provider, the Government entities / PSUs etc. Shall deduct GST TDS on invoices of Railways for Revenue Earnings and Sales and the billing Railway will be required to account for TDS recovered / and paid by the customer/ buyer.

(E) Labour Cess charge for execution of work within Railway station area under extant rules shall be recovered.

(F) Other recoveries if any including royalty etc. as applicable.

(G) Following documents may be submitted on supply of materials

(i) Receipt of material

(ii) Original Inspection certificate/waiver of inspection issued by inspecting authority in triplicate ;

(iii) Challan & Invoice as per GST LAWS as applicable.

(I) Compliance of Labour Acts & Laws:

The contractor shall abide by the prevailing Labour Acts (Contract Labour Regulation & Abolition Act-1970) and other related Laws as & if applicable.

A brief description of the same is given in the Annexure-L available in the document section. The Railway representative i.e. the SSE/Sig/Tele-in-charge is nominated to oversee the compliance of the same on behalf of the Principal Employer i.e. Sr. DSTE/CKP and he shall furnish all the details in the form of Annexure-M (except Sl 1 & 2) to the office of Sr.DSTE/CKP along with the measurement book of the work as well as the report from the contractor in the form given at Annexure-N of the document section as per applicability.

N.B.:- Minimum 09 (Nine) Nos. Labours may be required for deployment on any Single day for execution of the work.

(II) Payment to the labourers:

The contractors need to pay to the labours engaged by them on the basis of minimum wage stipulations and they should follow the Clause 54 & 55 of the Standard General Conditions of Contract-2022 along with the up-to-date Govt. instructions regarding this strictly.

The following conditions are stipulated vide Railway Board's letter No. 2018/CE-I/CT/4 dtd. 17.10.2018 which may also be followed.

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-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:

- Contractor shall apply for one-time 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.
- 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.
- The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA)/ 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.

2) 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."

27.3 'Letter of Credit' as Mode of Payment in Works Tenders or Service Tenders

(Authority:- Railway Board's letter No. 2018/CE-I/CT/9, New Delhi, Dated 04.06.2018)

- 1 It has been decided by Board (MRS, MTR, ME, FC, CRB) that henceforth, all works tenders or service tenders invited by railways through e-tendering on IREPS, having advertised value of Rs 10 lakh and above, shall include in tender conditions, an option for the contractor to take payment from Railways through a letter of credit (LC) arrangement.
- 2 As such, following special conditions are included :
 - (i) For all the tenders having advertised cost 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 2026-27. 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 (format enclosed as Annexure 2) 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 I.C, 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.

3 For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as Annexure - 1

27.4 Clause 16(4) PERFORMANCE GUARANTEE

The procedure for obtaining Performance Guarantee will be as per Clause No.16(4) of the General Conditions of Contract -2022.

27.5 FORFEITURE OF SECURITY DEPOSIT.

(A) Besides the above, the Security Deposit shall, however is liable to be forfeited wholly or in part in case of any breach by the contractor of any of the condition of the contract or for non-completion of the full contract, without prejudice to the other rights and remedies of the Rly. whether specifically provided or herein after otherwise.

(B) Failure on the part of the contractor to execute the Agreement within the time as stated herein-before, will constitute breach of contract and the contractor's Earnest Money and Security Deposit shall be liable to forfeiture.

28 DETERMINATION OF CONTRACT.

28.1 RIGHT OF RAILWAY TO DETERMINE CONTRACT.

Although completion period of the work is **15 (Fifteen) months** but the instant work is time bound & meant to set right the failures at the earliest possible time fixed by Railway's Engineer/ Supervisor-in-charge. During execution of work, the Railway shall be entitled to determine and terminate the contract at any time should in the Railway's opinion, the cessation of work become necessary owing to failure of the contractor to execute the work as directed by Railway administration i.e. Railway's Engineer/ Supervisor in-charge, paucity of funds or for any other causes, whatsoever in which case the value of approved materials at site and of the work done to date by the contractor will be paid for in full at the rates specified in the Contractor Notice in weighing from the Railways of such determination and the reason therefore shall be conclusive evidence thereof.

29 (B) PAYMENTS ON TERMINATION OF CONTRACT.

- 1 Should the contract be terminated and the contractor claim payment for expenditure incurred by him in the exception of completing the whole of the work, the Railway shall admit and consider such claim as are deemed reasonable and are supported by vouchers to the satisfaction of the Sr. Divl. Sig. & Tele. Engineer, S.E. Rly., Chakradharpur. The Railway's decision on necessity and propriety of such expenditure shall be final and conclusive.
- 2 All disputes and differences of any kind, whatsoever, arising out of in connection with the contract shall be finalised as per General Conditions of Contract of S.E. Railway corrected up-to-date.
- 3 The rates accepted are inclusive of all sales tax, lead, lift, royalty, loading, unloading carrying, handing, transportation and other charges and taxes leviable by Govt. time to time, if not mentioned specifically.
- 4 The rates accepted by the Rly. Administration must hold good till the completion of the work and shall not subject to escalation due to increase in the local market rates for materials and labour. No claim on this account whatsoever shall be entertained at any state including the extended period if any.
- 5 Indian Railways Standard General Conditions of Contract of 2022 with correction slips upto-date will be applicable in this contract.

- 6 Basic cost and quantity shown against schedule 'A','A1','B','B1','C','C1','C2' & 'D' (if any) are approximate and may vary upto 25% above or below the given basic cost/qty. to complete the work as approved by the competent authority.
- 7 Labour Cess charges if & whatever applicable may be leviable as per extent rules.
- 8 Railway reserves the right to change the location of the work anywhere within the jurisdiction of Sr. DSTE/CKP.
- 9 Time to time running account payment will be made for the work done normally not less than for an amount of Rs 3(Three) lakh.
- 10 The work should continue/be completed within **15 (Fifteen) months** from the date of issue of acceptance letter.
- 11 The contractor should engage qualified Engineer (Diploma Holder /Degree holders) as per latest amendments of clause No. 26 of the General Conditions of Contract -2022.
- 12 The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies and recovery of liquidated damages, and liable for all consequences under clause 62 (read along with sub-clauses) of GCC that arise as a result of breach of contract if:
 - (a) You do not submit Performance Guarantee & execute the contract documents within specified days as indicated above after receipt of notice issued by the railway that documents are ready, or
 - (b) You do not commence & complete the work within stipulated period of issue of acceptance letter.
 - (c) Until a formal agreement is prepared and executed, acceptance of this tender shall constitute binding contract between us subject to modifications, as may be mutually agreed to between us and limited on the letter of acceptance of my/our offer for this work.

ADDITIONAL SPECIAL CONDITIONS

- 1 Cement of approved quality and required quantity is to be supplied by the contractor against all the required items if any. Even if mentioned above, cement will not be provided by Rly. in any case.
- 2 All the required items including Signalling/Telecom cable, point machines, location box, EPD, foundation, jointing kits etc. as well as other materials scheduled for provision from Rly. stores shall be transported from the Railway stores of any stock holder within the jurisdiction of Sr. DSTE/CKP to the execution site by the contractor.
- 3 All the petty materials required for commissioning if not covered under Sch.'B' (if any) for that purpose shall be supplied by the contractor at site.
- 4 All the above materials above except those scheduled for inspection by RDSO/RITES (if any) shall be inspected by authorized representative of Sr. DSTE/CKP before supply.
- 5 All items are to be procured as per RDSO specification/drawings from RDSO's approved firms as enlisted in latest vendor list of RDSO in accordance with Rly. Board letter no. 99/RS(G)/709/1, Dtd. 18.11.2016. If RDSO's approved vendor is not available for any material, then material may be procured from any other firm as approved by Railway's. Approval of Sr. DSTE/CKP will be required for selection of vendor.
- 6 The materials are to be handed over at the stores of **SSE(Sig/Tele)/-in-charge** after due inspection & the materials required for the work are to be transported to the execution site by the contractor.
- 7 Wherever any reference to Code, Specifications etc., is made in this tender document, it shall be taken as a reference to the latest version thereof including all amendments and corrections etc. However, where these specifications do not cover full details relevant Indian Standard Specification shall be followed. Decision of the Chief Engineer(S&T) shall be final in this regard.
- 8 All the scrap and released materials to be returned to the Railway as per instructions given by the Engineer-in-charge or his authorized representative at their nominated places after completion of the work.
- 9 In case of materials pertaining to non-RDSO approved vendors, Materials/Products used in the work shall be of approved make/brand, out of the list of manufactures/ brands /makes given in the tender documents. In case, no make or brand is specified in the tender documents the materials supplied should be an ISI mark. In the case of such items for which neither brands are specified nor ISI marked items are available, the sample shall be got approved from Engineer-in-charge. Even after approval of sample, if it is found at any point of time during execution that materials actually used is differing from the approved sample, the contractor shall remove the defective materials and the entire cost of redoing the work will be borne by the contractor.
- 10 Contractor will be required to dispose of the resultant debris part or full load by own transport and labour within the Rly s land at nominated locations/ site of execution as directed by the Engineer-in-charge. If the contractor fails to dispose off the debris as directed by the Engineer-in-charge, the concern executed item, where the debris is released will not be paid. All the debris involving during the execution of work has to be disposed off by the contractor at his own cost within Rly s land at nominated location(execution site).
- 11 All painting works (if any) are to be done as per following special conditions: -a.Paints manufactured by the Firms- i. Ms Asian Paints, ii. Ms Johnson Nicholson, iii. Ms GoodlacNerolac, iv. Ms Shalimar Paints, v. Ms Berger Paints formerly Ms British Paints, vi. Garware Paints only shall be used. Paints for the primer and finishing coats may be preferably procured from the same manufacturer for achieving better result. Manufactures' test certificate is to be submitted by the contractor along with necessary purchase vouchers etc. b. The empty drums of paints used in this work will be the contractors property and will remain kept in Supervisors custody till the completion of work and after completion of each work the empty drums will be returned to the contractor. c.Thickness of paint layer should be strictly followed.
- 12 Contractor shall not start any work without the presence of the SSE/Sig/Tele-in-charge or his authorized representative at site. In case the contractors representative starts any work in his absence, it shall be treated as unauthorized and illegal tampering with the S&T structures and shall be liable for legal action.
- 13 In case contractor fails to return the unused and excess materials issued to them and released materials, the cost of such materials will be deducted from the contractors' dues at the rate of 2xPurchase cost 5 percent freight. Purchase cost for released materials should be taken as prevailing market rate.

- 14 If during the course of the work the Engineer in charge of the work considered it is necessary to issue any Railway materials from his stores in the interest of Rly. and/ or either in case of the
- (a) contractor becomes unable for timely supply of any scheduled item due to non-availability in the market or any other reason whatsoever including any material due from the contractor at the time of final closure of the work, the cost of such materials will be recovered from the contractor at the market rate prevailing at the time of issue from stores or accepted rate of that item whichever is higher plus 20.375%. But if extra work be it in execution or supply of additional materials is required to be done by the contractor in connection with the contracted work, the rate will be paid as per the labour and material cost as accepted by Railway Administration.
- (b) The Railway materials except/such as cement /steel to be supplied by the Railway and will be handed over to the contractor at the stores of **SSE(Sig/Tele)/-in-charge** and the contractor will have to carry these to site of work at his own cost. No lead will be paid for carriage of these materials from the **SSE(Sig/Tele)/-in-charge** store to the site of work.
- 15 Contractor is also liable to pay conservancy cess for works done and supply made within station limits if applicable.
- 16 All rates are inclusive of all royalty charges, if contractor(s) is/are permitted to carry materials from Railway land, royalty charges may be recovered as applicable.
- 17 If the contractor fails to return any excess unused materials the cost of these shall be recovered from him of the issue/accepted/ market rates plus railway freight handling, bending, supervision and other incidental charges at rates fixed by the Railway to this will be added and an increase of 100% of the cost.
- 18 In case of any kind of disparity in Drawing/ specification etc. indicated in the schedule of work/ Agreement, the latest version existing at the time of execution of the work shall prevail & decision of Railway authority regarding this will be final. However, all expenses in drawings if not included in the agreement and stamp duty if any, will be borne by the Railway Administration.
- 19 The General condition of contract of will mean the Indian Railways Standard General Conditions of Contract of 2022 as amended and/or corrected from time to time and obtaining the time of acceptance of the tender and at the time of execution of the agreement is mentioned in the conditions of tender, it shall be the responsibility of the contractor before submitting his tender and again before entering into the said agreement to as obtain all amendment and/or corrections made to the said general condition of contract.
- 20 It should be the duty of the contractor to make himself duly informed & acquainted of all corrections and amendments of the said General conditions of contract made up-to- date of these present and no objection shall be taken by the contractor on the ground that he was not aware of such amendments and corrections of the special conditions of contract or any of them.
- 21 A penalty of Rs 10/- will be recovered from the contractor for loss of each of his work order.
- 22 The empty cement bags for the supply of the cement of Railway shall be the property of the contractor and the cost of the same shall be recovered at the rate fixed by the Railway in time to time.
The Railway reserves its rights to take back empty bags which are in good condition for its own use without any payment whatsoever.
- 23 No compensation towards any accident either to the contractor or his representative or his labour will be paid by the Railway and the contractor concerned has to meet all the statutory obligations and liabilities in this regard.
- 24 The Railway Administration may extend the period of contract with or without penalty for any period whatsoever by giving notice to the contractor and the contractor shall be bound to complete the work within the period so extended and also the terms and conditions of the original contract will also be operative during the extended period.
- 25 The responsibility of arranging all necessary documents, expenses for safe transportation of materials interstate as well as throughout the division and otherwise (as per the requirement) lies solely on the contractor.

- 26 (a) The contractor should register himself in the office of Assistant Labour office(C) concerned under whose jurisdiction the work will be executed and he is required to obtain a license from the concerned Asstt. Regional Labour Commissioner (Central) as per contract, labour (Regulation and abolition) Act, 1970 and rules formed there under. Any violation of this will make the contractor liable for action as per aforesaid act and rules. Any modification in this rule and time to time instructions in this connection will be applicable to this contract. The latest rules in vogue with up-to-date correction slips thereof in connection with registration in the office of Asstt. Labour Commissionaire © concerned and obtaining of labour license for engaging labours to execute the work will be applicable.
- 27 During execution of the work against this contract, the contractor will be responsible for 'ANTI LAPWAL' work at his/their own cost if required within the scope of his work.
- 28 Income Tax TDS @ 2% will be recovered from the contractors' bill + surcharge as per prevailing rules & as applicable at the time of payment under the contract at the source of payment.
- 29 TDS towards GST may also be recovered from the Contractor's bills as applicable.
- 30 All the other items and conditions incorporated in the tender document shall form part and parcel of the contract and binding on him.