

SPECIAL CONDITIONS OF WORK

Name of the work: Provision of data entry devices for Signalling Maintenance Management System (SMMS) over Firozpur division.

Note:- Call Before u Dig-

As advised by Railway Board, it is mandate for all excavating agencies carrying out excavation work to use **"Call Before u Dig" (CBuD) mobile app** (downloadable from Google Play / Apple Store) to coordinate with owners of existing utility assets to safeguard from damage. It will provide an interface for excavation agency / contractors to alert / inform owners of existing utility assets about upcoming excavating route. While using this app, whenever an excavating agency indicates excavation, local official of all assets owners whose contact details are mapped in that region will be instantaneously alerted via SMS/eMail by CBuD. Thereafter, the official of the assets owner of existing infra which may include outside agency other than Railways is expected to contact the excavation agency. Now both the agencies jointly ensure that excavation can be undertaken without damaging underground utilities. For excavation within Railway boundary, prior permission from concerned department will continue to be taken by the excavation agency, as being done presently. (Reference – Railway Board Letter No.2020/Tele/11(6)/1(3329554), Dt.02.12.2023.).

General Instructions: -

1. The works shall be carried out according to the drawings approved by the Railways and shall conform to the provisions of the Indian Railways - "Signal Engineering Manual", "Telecom Manual", "Schedule of Dimensions", "Manual of Instructions for Installation of S&T equipment on 25 KV, 50 Cycles, A. C. electrified sections", latest TANs and Joint Procedure Order (JPO) for undertaking digging work in vicinity of Signalling (NR S&T policy no. 02/2023 i. e. NRBH HQ letter no. 256-Sig/0/Cable cable/Pt-I dated 15.11.2023, Electrical and Telecommunication cables as modified from time to time unless deviations, if any, are specifically approved by the Engineer in-charge. The Contractor shall be solely responsible for the proper execution of the work as per the said deviations and specifications.
2. Cable and other material required for execution will be supplied by concerned SSE/S&T or any store/depot of SSE/S&T of Firozpur division as specified by competent authority. Transportation of material from any store/depot of division to the site will be done by contractor. No transportation charges will be paid by Railways. Released material, if any, will be transported by contractor to the store of concerned SSE/S&T at his own cost, no additional charges will be paid by the Railways.
3. Trenching, cable laying & laying of HDPE pipe including supply shall be treated as one item for the purpose of payment, wherever provision of HDPE pipe is given. No individual separate payment of these items shall be admissible.
4. i) Items shall be inspected by RDSO/RITES/Consignee etc. as per inspection clause.
ii) In case of Consignee inspection, high value materials, having complex technologies for which Consignee is not equipped to test the material, may be tested in Laboratory/

Factory premises to confirm, whether they meet specifications or not. The inspection authority should clearly reflect derivations vis-a-vis standard parameters.

iii) Contractor shall submit OEM's invoice, Test Certificate, Delivery challan, Warranty certificate etc. along with the supply of material.

5. Rates quoted by the tenderer shall be inclusive of all charges/taxes such as transportation charges, octroi charges, toll tax etc. and also taxes as per CGST regime. All incidental charges may be included in the rates quoted. Claim of any additional Taxes/Charges shall not be entertained at a later stage.
6. Petty material like screw, nails, nut/bolts, gutties etc. required for execution of works shall be arranged by the contractor at his own cost.
7. All instruments required for testing like Megger, Multimeter, Magneto telephone etc. shall be arranged by the contractor at his own expense.
8. All items shall be offered for inspection to the consignee before supply. UG Cable shall be supplied by Railway. The contractor shall transport the equipment/material to different sites of work, to/from store of consignee at his own cost.
9. Material supplied and the work done by the contractor shall be under warranty for one year after certified date of completion of work. Certificate of which will be given by officers in-charge of work.
10. Workmanship of the items of work shall be of good quality and to the satisfaction of the Railway Engineer at site.
11. Railway reserves the right to reject any material/portion of the work found not as per specification.
12. Work shall be executed as per directions/instructions of the Railway Engineer in charge of the work and any other person deputed by him in this regard. Contractor shall be required to nominate his Engineers/Supervisors who will supervise the work and shall take instructions from Railway Engineer.
13. All tools, instrument, components and other items required for the execution of the work have to be arranged by the contractor on his own cost.
14. The contractor shall not execute the work, which may interfere with train traffic until adequate protection has been arranged as per the instruction of the site-in-charge. Contractor will be himself responsible for the safety of his personnel during execution of the work. Railway will not be responsible for making payment of any type of compensation.
15. Normal 230 VAC Supply shall be provided by Railway. Suitable adapter if required shall be arranged by Contractor.
16. Any other hardware software requirement arising during execution of various items will be made with by the Contractor without any additional charges.

17. Credentials:

- i. At least one Office /Service Unit of the contractor should be available in the State of Delhi, Chandigarh, Haryana, Punjab, Himachal Pradesh, J&K, Uttarakhand or Uttar Pradesh. He shall furnish the details of his establishments nearest to Firozpur with

address, Telephone Nos. and Manpower availability at the center.

- ii. Supportive documents/certificate from the organizations worked with whom they worked/are working should be enclosed.

18. Payment Terms: - The payment to the tenderer would be made through EFT/ECS/LC. If the tenderer opts for payment through LC (Letter of credit) following conditions shall be applicable-

- (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 2022-23. 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.
 - (e) 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, 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 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 LC, 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 P VC 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.

Further, item wise payment shall be as under:

18.1 Payment terms for Supply items-

- i. 90% of the accepted cost of each supplied material will be paid when the materials are supplied subject to furnishing of Inspection certificate and receipt order by the nominated consignee.
- ii. 100% will be paid for spares and for items, which are not required to be erected by the contractor on receipt of the equipment and its inspection certificate.

18.2 Payment terms for execution items other than supply-

- i. On account payment will be done on the basis of measurements recorded.
- ii. For combined items involving supply and erection/installation - 70% payment shall be made when the materials are supplied subject to furnishing of Inspection certificate and receipt order by the nominated consignee.
- iii. Balance 30% of the cost of the material supplied shall be paid as under:
 - a. 20% cost held up shall be paid after successful commissioning of the system.

b. Balance 10% of the cost of the material held up shall be paid after successful completion of work.

18.3 For the item of designing 100% payment will be made after completion of activity, acceptable to the Railways.

19. Submission of Bills: All bills will be submitted to the Sr. Divisional Signal & Telecommunication Engineer, Northern Railway, Firozpur.

20. Warranty/Maintenance Period: Warranty period for the executed work shall be 12 months from the certified date of completion of the work. Contractor shall rectify the defect raised in the executed work due to bad workmanship or inferior quality of materials. During the warranty period the contractor shall replace/ repair all the defective arise in executed work or materials supplied by the contractor free of cost. Railway will keep the security Deposit for a period of 12 months from the date of completion of work to safeguard the railway from any fault arises after completion of work.

21. Provisions of Payments of Wages Act: The Contractor shall be responsible to ensure compliance with the provision of the **Minimum Wages Act, 1948** (hereinafter referred to as the “said Act”) and the Rules made thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

21.1 (i) 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 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 LoAs issued in his favour.
- (c) 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.

(ii) 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."

21.2 Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction 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 contractor's bills as per provisions of the Act.