

## **SPECIAL CONDITION OF TENDER**

**Tender Notice No: SUR-N-T-2026-27-16 Dated 11.06.2026**

- 1 **Name of Work:** Replacement of defective quad cable patch along with Emergency Control circuit, TSS/SP/SSP communication and cable joints in Daund - Wadi section of Solapur division in Central Railway.
- 2 **General**
  - 2.1 The special conditions supplement the Regulations for tenders and contracts, the General Conditions of Contract and the notes appearing under the relevant chapters and sub-chapters of the Standard Schedule of Rates, 2021 and should be considered a part of the contract document. Where the provisions of these conditions are at variance, the General Conditions of Contract April-2022 (with latest ACS/Amendments), shall prevail.
  - 2.2 The General Conditions of Contract April-2022 (with latest ACS/Amendments) will mean the General Conditions of Contract April-2022 (with latest ACS/Amendments) as amended and/or corrected from time to time and obtaining at the time of acceptance of the tender and at the time of execution of the agreement mentioned under Regulations for tenders and contracts. It should be the responsibility of the Contractor before submitting his tender and again before entering into said agreement to ascertain all amendments and or corrections made to the said General Conditions of Contract April-2022 (with latest ACS/Amendments).
  - 2.3 Any foot note/s appearing below the item/s of the contract schedule will take precedence over these Special Conditions.
  - 2.4 Any Specifications/conditions stated by the contractor in the covering letter submitted along with his tender shall be deemed to be a part of the contract only to such extent has/have been **explicitly accepted by the Railway**.
  - 2.5 Tenderer must read the conditions carefully and also see the Schedules of Rates before submitting their offer and also ascertain site conditions & magnitude of work involved.
  - 2.6 In case a tenderer fails to submit list of works executed by them & work in hand, then the information furnished by him along with the offer shall be treated as final. Accordingly, it will be inferred that Tenderer has no other document / information / certificate to substantiate his claim & no further opportunity shall be given to him in this regard.
- 3 **Materials & Workmanship**
  - 3.1 All the materials and workmanship in this work shall be of extremely good quality and aesthetic in every respect and is expected to give trouble free service.
  - 3.2 The equipment's/materials **as per RDSO Specifications are to be procured from the RDSO approved sources only**. The guidelines stipulated for store's procurement will hold good for procuring these items from RDSO approved sources, where both sources are available. The major / bulk procurement should be done from RDSO approved firm and only educational orders should be placed on RDSO development firms. Presence stipulations states that maximum 15% of the total quantity can be procured from RDSO development firms. The items so procured from RDSO approved vendors & vendors for development orders in 17:3 proportion should strictly match in their specification, size, quality, configuration so that they are interchangeable/replaceable. The equipment's/materials as RDSO specifications can be taken fully from RDSO vendors for development orders only if there are no RDSO approved sources for the same. However, the distribution of quantities between approved vendors & vendors for development orders shall be ascertained by the contractor as per latest guidelines before placing the order.
  - 3.3 Equipment/material in the schedule as per IS specification are to be procured from BIS licensed firms only. In case there are no BIS licensed firms for the scheduled item, the equipment/material are to be procured from manufacturers of repute/their authorized dealers.
  - 3.4 Equipment/material in the schedule where RDSO/IS specification has not been stipulated, are to be procured from manufacturers of repute/their authorized dealers.
  - 3.5 **Consignee:** - **SSE (Tele) Solapur, Kurduwadi & Kalaburagi** for execution portion of work and recording of Measurement Book (MB) and respective **DSTE/ADSTE** shall be the executive in-charge of the work. For supply portion, **SSE/Tele/Solapur** shall be the consignee and respective **ADSTE/DSTE** shall be the executive in-charge of the work.

- 3.6 All the materials should be strictly as per the Specifications indicated. All the materials to be supplied by the Tenderer are to be supplied at the respective **SSE (Tele)** depot. The loading, unloading and transportation of these materials from the Depot to the site of work at a later stage will have to be done by the Tenderer at his own cost. Alternatively, if the site is ready and the work is in progress physically, the material can be brought to the site directly with specific approval of competent authority.  
However, custody and security of the material brought to the site of work will remain with the Contractor till the materials taken over are duly erected and accepted by the Railway.
- 3.7 Materials required to carry out this work, if supplied by the Railways, will be issued at the **SSE (Tele) Solapur & Kurduwadi** depot. The contractor will have to load, transport the material to the site of work and unload at his/her own cost. Balance materials after completion of work, if any should be returned back at the nominated Depot or **SSE (Tele) Solapur**, without any further financial to the Railways.
- 3.8 The tenderer/contractor will have to furnish an Indemnity Bond issued from Nationalised/ Scheduled Bank for the security of the Railway Material issued to him, the beneficiary being the **Senior Divisional Signal and Telecom Engineer Solapur (Engineer-in charge of the work)**. The value of such BG shall be equivalent to supply portion of the issued LOA, which will be increased at the direction of Engineer- in charge of the work depending upon the quantity of material issued at a time. However, at any stage the value of the material issued to the tenderer and not utilized/installed/fixed should not exceed the value of the Bank Guarantee. The value of such B.G. bond will be increased at the direction of Engineer in-charge of work depending upon the quantity of materials issued at a time. However, at no stage the value of materials issued to the Tenderer for execution of the work will be more than the value of the Bank Guarantee.
- 3.9 The cost of transit insurance required as per rules will be borne by the contractor.
- 3.10 Cable laying work will be generally done according to the details of Cable Plan and instructions issued by Senior Divisional Signal & Telecom. Engineer, Solapur / Divisional Signal & Telecom Engineer /Solapur, in charge of work.  
Whenever the dimensions of cable trenches as mentioned in the Tender Schedule are not easily achievable due to terrain conditions, then payments will be made on a pro-rate basis, for the dimensions achieved.
- 3.11 Railway's materials will be issued on specific requisitions by the Contractor and as per requirement consistent with the progress of works and/or progress of supply of fabricated materials to the Railway.
- 3.12 All material left over as 'Surplus' or as 'Scraps' out of materials supplied by the Railway, should be returned to the Railway's Stores at **SSE (Tele) Solapur** depot and proper stacking of the material has to be ensured by the contractor, failing which the cost will be recovered at twice the market rate or twice the book rate.
- 3.13 No extra transportation charges will be paid for handling of the machine / equipment or system component from site to firm's premises and back in case of any requirement.
- 3.14 The contractor should furnish Guarantee for satisfactory working of Material / Equipment supplied for a period of one year after commission.
- 3.15 After the work is fully completed the contractor shall be responsible for the proper functioning of all items of tender Schedule for a period of **12 months from the date of commissioning**. Any lacuna noticed in the functioning of the installation shall be rectified by the contractor at his own cost during the period.
- 4.0 **Inspection**
- a **As mentioned in Schedule.**
  - b Whenever equipment/materials as per IS specification in schedule are inspected by Authorized Representatives of the Railways/ Consignee, the tender will be required to furnish **manufacturer's Guarantee Certificate along with test certificate** in addition to his own warranty certificate

- c For equipment/materials as per IS specification, if the consignee after verifying all the documentary evidence, visual inspection, measurement of dimension /key electrical parameters as per applicable and any other checks as per facility available with him, is not fully satisfied and if he considers necessary, he can direct the samples to be tested with approval of Engineer in charge as per the specifications given in the schedule in a laboratory. The laboratory will be approved by Engineer in charge and shall be a **BIS approved laboratory**.
- d All expense towards test charge shall normally be borne by Railways. However, if the samples are found inferior when compared to stipulated specification / drawing, the test charges will be borne by the contractor.
- e All other equipment/ material, where neither RDSO/IS specification are stipulated, and which are to be supplied with consignee inspection shall be procured from manufacturers of repute / their authorized dealers duly **approved by the Engineer in charge before supply**. In such cases, if the tenderer is not able to furnish manufacturer guarantee certificate and test certificate for e.g. for items being procured through open market, the tenderer shall furnish his guarantee & warranty for these items.
- f The Railway shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship or otherwise not in accordance with the specification and the Railway's decision will be final, even though they might have been inspected by RDSO/RITES. The tenderer shall remove forthwith any such material rejected and replace them promptly at his own cost.
- g Inspection Charges, if any of RDSO and RITES will be borne by the Railways.
- h The tenderer shall furnish **guarantee** of materials /equipment supplied by him for a **period of minimum one year after commissioning** or as prescribed elsewhere in the tender for trouble free performance. Any defects noted during this period will have to rectify by him promptly at his own cost.
- i Items not inspected by **RDSO/RITES** for any reason, will be inspected by Authorised Agency as decided by the **Sr. DSTE/Solapur**.

## 5 Consignee's right of rejection

- 5.1 Notwithstanding any approval which the inspecting Officer may have given in respect of the stores or any materials 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 stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part, portion of consignment thereof after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion of 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.

## 5.2 Approval and Measurement of work

- a The contractor will obtain written approval of the supervisor after completion of the various sub-items of each work mentioned in the schedule (wherever applicable.)
- b The contractor shall sign the measurement book as a token of acceptance of the measurement entered by the supervisor in-charge of the work (wherever applicable).
- c The contractor should ensure that measurement has been made before proceeding further for such work which is not possible to measure subsequently and shall remain hidden e.g. Measurement of cable trench before laying of cables and back filling (wherever applicable)
- d **Presently all agreement, measurements, billings, variations, extensions & miscellaneous correspondence of the works are carried out in IRWCMS portal, hence the bidders are also informed to be in acquaintance with the said portal.**

## **6 Consequences of Rejection (Rejected stores)**

- 6.1 When any stores delivered at the consignee's depots are rejected, the contractor shall remove this within 30 days from the date of rejection. Such rejected stores shall lie at the contractor's risk from the date of rejection. If the stores are not removed by the contractor within this period, the Railway nominee shall have the right to dispose of such stores, as though fit, at the contractor's risk and account.

The Railway shall also be entitled to recover from the contractor, handling and ground rent/demurrage and any other charges for the period during which rejected stores remain with the railways after the notice regarding rejection is issued as mentioned above. [Material should not be procured from any sources banned for business dealing with Railways under any circumstances.](#)

## **7 Completion period**

- 7.1 The entire work as per the Contract will have to be completed within **12 months** period specified in tender notice from the Date of issue of acceptance letter on a progressive basis. The tenderer will be responsible for progress of work on progressive basis from the date of issue of acceptance letter. Since the progress of work is critically related to the supply of material by the contractor, he will have to supply materials on a progressive basis, so that the work can be completed within **12 months** progressively. It would be clearly borne in mind that the works which are not dependent upon the receipt of material duly inspected by RDSO/RITES or on Rly's own share of works, are to be progressed and completed by the contractor well before the final date of completion to avoid accumulation of works towards the fag end. If for any unforeseen reason, the work is delayed on railways account, then suitable extension to the completion period shall be granted without liquidated damages.
- 7.2 In specific circumstances if due to delay in inspection by RITES/RDSO or any other unforeseen reason like transporter strike, strike in manufacturer's factory etc., the material to be supplied by the contractor is delayed; such material can be issued to the contractor on purely loan basis if available in the concerned depot. However, this will not be contractor right to get material on loan. Railway reserves the right to refuse to give the material on loan. Any delay in giving material on loan by the railway or refusal should not cause any delay in progress of work and the contractor cannot escape of his responsibilities in such case. Material on loan should be given only in exceptional cases, if decided by site engineer. If the contractor fails to return such material, the cost of such material will be recovered from the contractor as per railway rules.

## **8 Contractor's responsibility to arrange tools, plants, machinery**

- 8.1 The contractor shall make his own arrangements for all plant and machinery other facilities equipment's, tools, including spare parts, fuel and consumable stores, and all labour and other facilities required to ensure efficient methodical execution of the work. The rates quoted and accepted shall be deemed to be inclusive of all charges of such items. If, however, the plant and machinery/other facilities, equipment's, and tools requisitioned by the contractor are not available in Railway's stock or the Railway decides not to supply the same for reasons whatsoever, neither the Railway shall be bound to arrange for the supply thereof nor will the Railway's inability to supply them be accepted as an excuse for delay in the completion of the works/or for any claims thereof.
- 8.2 The contractor(s) shall supply along with his/their offer a list of special tools, plants and equipment's required for proper Inspection/maintenance of work. The detailed descriptions/specification of these with full cost of each and the sources of availability thereof shall be indicated along with the offer.
- 8.3 Either at the contractor/s request or suo-moto in order to prevent possible delay in the execution of the work or due to contractor/s inability to make adequate arrangements for plant or machinery tools and other equipment's or due to any other reasons, the Railway may give such plant and machinery, tools and other equipment's on hire as can be readily made available and as can be conveniently spared from Railway's Stock on usual higher charges but this not binding on the Railway.
- 8.4 The decision of the Engineer in regard to hiring of equipment will be final and binding on the Contractor/s and the non-supply of such equipment shall not be entertained as a

reason for delay in the execution of works or the cause of any claims.

- 8.5 On the contractor's request, the Railway may, however, give on hire plant and machinery / other facilities, equipment and tools, if available spare with the Railway, without any commitment on the part of the Railway to do so, in which case, the hire charges for plant and machinery will be calculated to cover interest, ordinary repairs and maintenance charges at 4%, special repairs and maintenance charges at 10%, depreciation charges as per extant rules of the Railway, and an additional 10% on the total of these four above, on the cost of the Plant and Machinery, which will be present day market value plus freight and other incidental charges increased by 11½% supervision charge
- 8.6 Hire charges for items other than plant and machinery, which do not require any form of repair and maintenance shall only take into account interest on capital, depreciation and an additional 10% on these two.
- 8.7 The hire charges per day shall be arrived at by dividing the annual hire charges by 240, which shall be assumed to be the number of working days in a year for this purpose only. These hire charges will be payable from the day the plant is handed over to the day it is returned to the Railway administration. If, however, during this period the plant remains out of order for reasons beyond the control of the contractor, or is withdrawn for periodic overhaul or any repairs, such periods shall not be counted for levy of hire charges. The contractor shall enter into a separate agreement in this respect and the terms and conditions as per the agreement will be final and binding on the contractor.
- 8.8 In the event of a plant or equipment or facility given on hire to the contractor not being returned to the railway administration in a reasonably good working order considering depreciation that it would have suffered for the period of hire, the Railway shall treat the plant/facility as on sale, as per extant orders of the Railway, from the date it was initially given on hire, withdrawing the hire terms and charges.

**9 Responsibility for Commissioning**

Until the contract works have been provisionally accepted by the Railway, the contractor shall be entirely responsible for the works, whether under construction, during the tests or in use of the Railway's service in respect of preservation, guarding, safe running of trains and maintenance. The Contractor shall keep attendants constantly on the sites during the period until Railway's provisional acceptance.

**10 PAYMENT TERMS:**

- 10.1 Payment of On Account Bill for the Tendered work will be arranged by the Sr Divisional Signal & Telecom Engineer in Charge of the work through the associate Finance Officer.

**10.2 Terms of Payment:**

- A. Payment of on account bill for the Tendered work will be arranged by the Sr. Divisional Signal & Telecom Engineer, Engineer in-charge of the work through the associate Accounts Officer.
- B. **For Supply items –**
  - a. 80% of the accepted cost of material supplied will be paid when the materials are supplied subject to furnishing of Inspection certificate and receipt order by the nominated consignee.
  - b. 10% of the accepted cost (in addition to the 80% released above) shall be paid after installation / erection of the particular equipment.
  - c. The balance 10% of the cost of the material supplied for each station, shall be paid after commissioning of each station each station/installation.
  - d. 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 no loss certificate by the Consignee.
  - e. However, the balance payment can be released against bank guarantee of equal amount on the discretion of the competent authority, if commissioning is held up on Railway's account for a period of more than 3 months after the installation is tested and kept ready for commissioning by the contractor to the full satisfaction of the railways.

- C. For the item of designing / installation / erection, 100% payment will be made after completion of the activity, acceptable to the Railways.
- D. For mixed items where supply & erection cost is taken together under Schedule, 70% of the accepted cost shall be paid on the supply of the item and balance 30% will be paid after commissioning of the item.
- E. On account / final payments as per above mentioned conditions will be made on the basis of measurements recorded in Measurement Book (MB) by the Consignee.
- F. Wherever the Central/State makes it obligatory for the Railway to deduct any amount towards sales tax, works contract tax or any Tax (after roll out of GST as per provisions made) same will be deducted in addition to the income tax remitted to concerned authority.
- G. Income tax as applicable on date or levied subsequently by the Government during the currency of the contract on the gross amount payable to the contractor will be recovered from all bills in terms of section 194(c) of the Income Tax Act, 1961 as introduced with Finance Act, 1972 unless the exemption certificate issued by the Income Tax Department is produced during the currency of the contract. **Deduction of Income Tax from each contract bill will be made – @ 2% for Company / Partnership Firms and @ 1% for Non-Company (Individual).**
- H. The Railways reserve the right to vary, if required, the quantity of each item of work / supply up to 25% at the same rate and on the same terms and conditions.
- I. The Railway reserves the right to split / delete certain items of the tender without assigning any reason.
- 10.3 The payment can be released against bank guarantee of equal amount on discretion of the competent authority, if commissioning is held up on Railway's account for a period of more than 3 months after the installation is tested and kept ready for commissioning by the contractor to the full satisfaction of the railways.
- 10.4 No additional charges will be paid to contractor for transporting, to and from stores depot of Railways and to site of the work including Railway material if any.
- 10.5 Necessary RDSO, IRS/TEC/DOT specification/drawing if any required, shall be obtained by the contractor on its own cost.
- 10.6 Mode of Payment through EFT (Electronic Fund Transfer) System: Tenderers are requested to give their bank account number & other details and fill the Mandate Form for RTGS/NEFT for making payment to them. All Payments will be made only through RTGS/NEFT.
- 10.7 **For processing of the bills, the tenderer is required to register the number of employee deployed for the work and has to deposit PF of the concerned employee in EPFO organization and submit the details thereof on Sharamik Kalyan Portal. The tenderer shall keep it updated on regular basis, without which no payment for the quantum of work carried out by the tenderer will be done.**

#### **RTGS / NEFT**

I hereby agree to get make my payment thorough RTGS / NEFT

Sr. No.	Particulars	
1	Name of Bank	
2	Branch	
3	Bank Address	
4	Bank Telephone/Fax No.	
5	Bank's IFSC Code	
6	Bank's MICR Code	
7	Name of Firm	
8	Address of Firm / Contractor	
9	Beneficiary's Bank Account Number (Core Banking account no.)	
10	Type of Account	

11	Telephone Number	
12	Mobile Number	
13	E-Mail ID	
14	PAN	
15	TIN	

I hereby certify that above information is correct & true to my knowledge.

#### **Signature & Seal of Bank**

#### **Signature & Seal of firm**

- 10.7 **Penalty:** During execution and Warranty period if contractor fails to maintain the system in working condition as per the satisfaction of the Railway Engineer the Railway reserves the right to impose a penalty as decided by the Executive-In-Charge of the work. The penalty may be deducted by executive-in-charge of the work from running bills of the work or from BG or SD as the case may be.

#### 10.8 **Letter of Credit**

- (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 2018-19. 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 contractors
  - (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 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 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.

#### 11 **Variation Clause**

**All the variation shall be regulated as per Latest GCC and Model SOP 2018.**

#### 12 **Vitiating of Inter-se position of contractor**

During the execution of work due to change in quantities of certain items, if the Interse position of the tender is vitiated i.e. if the higher contractor / contractor's work out to a value less than the amount payable for the revised quantities, to the contractor, the difference of this extra amount will be recovered from the payment due to the contractor.

#### 13 **Legal Charges**

A fee of **Rs.500/-** Per legal document like partnership deed or power of attorney executed before or after the execution of the contract, will be recovered from the contractor for obtaining legal Advice of the Law Officer of Central Railway.

#### 14 **Conservancy Cess charges**

Conservancy cess charges will be deducted from the contractors running bill on the basis of Average number of workmen employed per days.

1. **For 1 to 5 Rs. 159/- per months**
2. **For 6 to 10 Rs. 312/- per months**
3. **For 11 to 25 Rs. 785/- per month.**

#### 15 **Rates**

15.1 Contractor should note that the rate quoted shall embrace all operations necessary for the satisfactory completion of the work and shall include all charges for handling, transport, lead, lift, housing, sanitation, water supply, materials, fuel, tools & plants, electric power, workshop facilities, machinery, security, lighting, etc.

15.2 All the rates quoted in the offer by the contractor will be inclusive of basic cost, GST (as applicable), excise duty, sales tax, interstate tax, works contract tax, octroi, transport, loading, unloading charge etc., wherever leviable. Octroi exemption certificates / forms for concessional Sales tax and any other statutory duties shall be issued by the Railway in the name of contractor only, subject to this being permissible under prevailing relevant rules. However, no additional payment is admissible in case these are not honoured by the concerned authority.

15.3 The liability of the Railways to reimburse excise duty is limited to such sum as may be

found legally due and payable in respect of Contract goods after availing the full credit on all the inputs used in the manufacture of the finished products, irrespective of whether the contractor has availed the said credit or not. The contractor shall pass on to the purchaser, such additional duties as set off as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supplies under MODVAT scheme by way of reduction of prices and advise in purchaser (Rly.) accordingly.

- 15.4 Rates are final and binding except for escalation formulae otherwise expressly specified elsewhere in this tender document. The rates to be quoted by the contractor against the description of items under Schedule (All parts) shall include the cost of:-
- i All preliminary incidental and temporary works to carry out & complete the work in all respects
  - ii All labour, material, tools, plants, equipment, transport, handling, construction of services road, walkways, jetties, slipways, etc., required in connection with the main item of work and also the auxiliary and incidental works.
  - iii All investigations, testing & all other items of work required to comply with the special conditions, specifications & other tender documents.
  - iv Operating all necessary facilities required for departmental inspections and visits to be carried out by Railway Officials.
  - v All the elements of Sales Tax, Central & local taxes and any other taxes, levies, royalties etc. as per the extant rules prevalent.
  - vi Items required to be carried out as mentioned in tender document and any other items required to be carried out to complete the work.
- 15.5 The rates quoted by the contractor and accepted by Railway shall hold good till the completion of the work. No claims based on the fluctuation of prices, taxes, etc. shall be admissible
- 15.6 No payment for items other than those stipulated in schedule (all parts) will be entertained unless these are specifically brought out as a separate item agreed between Railway and the Contractor.
- 15.7 The price quoted should be firm and no price variation clause is applicable for this tender.

**16 Issue of materials from Railway stores.**

- 16.1 If any material, which is in the scope of contractor would normally have to be arranged for himself, if supplied by the Railway either at contractor's request or suo-moto in order to prevent any possible delay in the execution of the work likely to occur due to contractor's inability to make adequate arrangements for supply thereof or otherwise, recovery of prices of such materials will be made from contractor's bill as per the para of Engineering code **1269**.
- 16.2 If however, the material required by the contractor is not available in the Railway stock, or the Railway decides not to supply the same, be that for whatever reason, the Railway should not be bound to arrange for the supply at cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in execution of the work.

**17 Responsibility of Contractor for Security of material**

Security of all materials in the section 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 excess or damaged shall be recovered from the contractor.

**18 Taxes**

(i) Variation in statutory levies and duties shall be permissible on production of documentary evidence. Towards this extent, the tenderer should indicate the percentage of components of those items in all-inclusive quoted prices in the absence of which no increase in duties will be permissible. **During the currency of the contract if any additional taxes are levied or change in tax structure by the State/Central Govt., it will be on contractor's account and the Railway will pay no additional amount.**

(ii) All the bidders/Tenderers should ensure that they are GST compliant and there quoted tax structure/rates are as per GST Law.

**19 Income Tax**

Income tax as applicable on date or levied subsequently by the Government during the currency of the contract on the gross amount payable to the contractor will be recovered from all bills in terms of section 194 © of the Income Tax Act, 1961 as introduced with Finance Act, 1972 unless the exemption certificate issued by the Income Tax Department is produced during the currency of the contract.

**20 Notice to Public bodies**

The contractor shall give to the Municipality, Police and other authorities all notices that may be required by the law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges which may be leviable on account of his own operation in execution of the contract. He should make good any damage to adjoining premise whether public or private and provide and maintain any light etc. required in night.

**21 Unforeseen item of work**

If in the course of work, any unforeseen item of work not already covered by the Schedule of items in schedule are required to be done, the rate for the same shall be fixed by mutual agreement based on similar, or corresponding combination of items of work available in the said schedule or will be derived from the various items provided in the Central Railway's **Standard Schedule of Rates SOR 2021** as the case may be depending on the nature and specification of the work involved or by any other procedure mutually agreed upon. In the event of deriving the rate from the Central Railway SOR 2021, the rate so derived will be subject to the percentage increase/decrease as per the miscellaneous item specifically provided for in the schedule.

**22 Termination of Contract**

22.1 In case the contractor fails to maintain the required schedule of progress, the contract may be terminated dispensing with 7 days' notice and the balance work or part thereof may be got executed by Railway departmentally or through any agency independently without risk & cost of the original contractor.

22.2 Wherever the contracts are rescinded, security deposit should be forfeited and performance guarantee shall be encashed and balance work should be got done separately.

22.3 The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

22.4 **If any contract is terminated under clause 62 of GCC on Contractor's fault, then that Contractor shall be temporarily debarred from participation in any tender in the division for one year, if so, decided by the Tender Accepting Authority.**

22.5 **Force Majeure Clause** – As per clause 17 of GCC April 2022, Part-II.

**23 Errors, Omissions and Discrepancies**

The Contractor shall not take any advantage of any misinterpretation of the condition due to typing or any other error and if in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction only the Printed rules and books should be followed and no claim for the mis-interpretation shall be entertained.

**24 Safety measures**

24.1 When the work is required to be carried out on the Track itself, or as close to the track as may pose a hazard to Rail Traffic, shall be carried out under the supervision of an authorised Railway representative.

24.2 Necessary personal safety equipment's as considered adequate by the Engineer Incharge, should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use.

- 24.3 The Contractor shall do no work that may interfere with train traffic until adequate protection has been arranged as per the instructions of the site in- charge. Contractor will be himself responsible for safety of his personnel during execution of work. Railway will not be responsible for making payment for any type of compensation.
- 25 **Octroi Exemption Certificate**, on demand, will be issued by railway as per guidelines of Municipal Corporation; it will be free only if Municipal Corporation permits otherwise charges to be borne by contractor.
- 26 The Contractor should make his own arrangement for tools and plants, manpower and other accessories that are required for the successful completion of the work in time. The Contractor should make his own arrangement for arranging electric power supply as may be required for the work. The Railway may however, assist in recommending his application to the concerned authority. In case Railway provides electricity for carrying out the work, the necessary charges towards the same will be deducted through his bill.
- 27 **Settlement of disputes**
- 27.1 The provisions of clauses 63 and 64 of the GCC will be applicable only for settlement of claims of disputes between the parties for values less than or equal to 20% of the value of contract and when the claims or disputes are of value more than 20 % of the value of contract, provisions of clauses 63 & 64 and other relevant clauses of GCC will not be applicable and arbitration will not be remedy for settlement of such disputes.
- 27.2 The contractor shall not be entitled to ask for reference to arbitration before COMPLETION of the work assigned to him under this contract. The contractor shall seek reference to arbitration to settle dispute only ONCE within the ambit of condition 1 above.
- 28 **Other conditions**
- 28.1 All the consumables and sundry installation materials required for execution of this work like Nut and Bolts, Welding Rods, Sleeves, Lugs etc., and not listed in the schedule will have to be brought by the Tenderer at his own cost.
- 28.2 Cement & Steel for use in the works should be procured by the Tenderer at their own cost from the main producers /their authorized dealers /authorized stock-yards which should confirm to IS specification. Individual rates quoted by the Tenderer should be inclusive of cost of Cement / Steel wherever applicable
- 28.3 The tenderer shall make his own arrangement for accommodation, for his staff during testing and commissioning period. Water for drinking purpose if available at the station will be given. However, Railways take no guarantee for this facility. Free power will be given for installation work including battery charging, wherever available. Non-availability of Power will not be a reason for the slow progress of work. If power is not available, the contractor shall make his own arrangement for portable Gen Set / Electrical power.
- 28.4 All the tools & Measuring Instruments, required for installation & Testing will have to be brought by the tenderer at his own cost.
- 28.6 No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly no claims shall be entertained for business loss or any such loss.
- 28.7 **While execution of the work, if any Railway cable is being damaged/cut by the contractor or its agency executing the work, penalty as per Railway Board Telecom circular No.09/23 dated 12.06.2023 or latest if any, shall be levied to the contractor. Presently the penal rates per location are as follows:**
- 1) Only Quad cable or Signalling cable – Rs.1.0 Lakhs
  - 2) Only OFC – Rs.1.25 Lakhs
  - 3) Both OFC and Quad – Rs.1.5 Lakhs
  - 4) Electrical Cable – Rs.1.0 Lakhs
- 29 **Issue of Identity cards by contractor**
- 29.1 The contractor is bound to issue identity card to each and every person employed by him and deployed for execution of the contract work as per the prescribed format provided in the “**Shramik Kalyan portal**”. Failure on the part of the contractor to issue identity cards to their employees will be treated as breach of contract conditions.
- 29.2 It is mandatory on the part of every employee, deployed by the contractor to keep in his

- possession, the identity card, issued by the contractor throughout the execution of the work. Failure to possess such identity will be treated as unauthorized presence in the Railway premises. Such persons shall be liable for prosecution as per law.
- 29.3 It is mandatory for the contractors to submit the list of the employees issued with the identity cards and deployed for execution of the particular contract, to the Railway's Engineer at site before commencement of the work and also for any subsequent changes made during the execution of the work
- 29.4 No claims whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.
- 30 **As per the Railway Board's letter no. DO No. 2023/Sec (CCB)/Contractual labour dated 10.09.2024, Police verification of all contractual staff is mandatory before commencement of the work. Police Verification Certificate must be submitted to the corresponding depot and executive office prior to the commencement of work.**

## **Scope of Work & Technical Specifications**

Scope of work covered in this tender is '**Replacement of defective quad cable patch along with Emergency Control circuit, TSS/SP/SSP communication and cable joints in Daund - Wadi section of Solapur division in Central Railway**', with all type of hardware, software and all accessories as required to execute the work, as per schedule and specification, to entire satisfaction of the Railways. Shifting of telecom utility for goods shed and changing rooms.

1. **Works to be carried out by the Tenderer:**

Following works are required to be executed by the Tenderer as per the scope of this work and as per tender schedule and specification enclosed:

- (i) Supply, Installation, Wiring, Testing & Commissioning of all equipment as mentioned in the schedule of work at the stations/section as per the policies of Central Railway prevailing at the time of execution of the work. Work to be carried out as per the instructions from Engineer in-charge of the work.
- (ii) **Before starting for execution (Excavation & Trenching) of the work at site location, an AutoCAD site plan should be submitted for approval from competent authority and approval should be in phase's so that the work is not hampered due to pendency of site approval.**
- (iii) In terms of clause 26A.1 to the General conditions of contract (GCC), contractor shall also employ one Qualified Graduate Engineer when cost of the work to be executed is Rs.200 lakhs and above.  
**In case the contractor fails to employ the Qualified Engineer, as aforesaid para, he, in terms of provision of clause 26A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs.40,000/- for each month or part thereof for the default period for the provision.**
- (iv) The bidder is required to provide multiple teams at different locations for execution of the work.
- (v) Tenderer is required to execute the work as per the instruction of site incharge of the work and as per the inputs received from the consultant engaged (if available) by the Railways.
- (vi) Location of work is entire section between **Daund to Solapur** and **Solapur to Wadi**.
- (vii) Tenderer is required to execute the work in the given time frame.
- (viii) Tenderer to ensure **supply of material from OEM** or its authorized dealers along with necessary **OEM guarantee and test certificates**.
- (ix) **Any software licenses required for operation of the equipment under procurement shall be provided with the equipment itself without any further financial implication to the Railways and should be valid for the life cycle of the equipment.**
- (x) Execution of entire indoor-outdoor wiring, cabling through shall be carried out through PVC pipe / casing & capping/ lacing of racks wires including fixing it as per the route given by Site Engineer of Railways with good finish & aesthetic look for satisfactorily workmanship.
- (xi) For execution of this work various types of tools, instruments & equipment's required for installation, testing & commissioning of network with various features etc. shall be brought by the contractor at his own cost.
- (xii) Tenderer is required to provide the cable route diagram of every station wherever underground cables are being laid.
- (xiii) Tenderer is required to maintain the aesthetic look of the work.
- (xiv) Training of Railway's staff in software & hardware to enable maintenance of the system. A period of two days is contemplated by the Railways. Tenderers to indicate the adequacy or otherwise of the duration, place of training, co-ordination required, lodging of the trainees etc. The quality of input should be of such a level that at the end of the training the Railway officials will be able to install / commission the equipment in similar or modified layout, able to do the necessary software and hardware changes in the configuration and also organize, locate and rectify the faults besides maintenance. They shall be trained in all aspects of testing, execution, commissioning, fault diagnosis operation and maintenance of the system as whole and also all constituent equipment's.
- (xv) Supply of all miscellaneous stores required for completion of work at tenderer's own cost.
- (xvi) Supply of two sets of technical documentation and technical brochures of equipment's under supply in soft copy and hard copy.
- (xvii) Extension of power supply cabling / wiring from mains to racks should be through casing n capping / PVC pipe etc. as per the site requirement shall be done by the contractor by

provision of necessary MCB's at his/her own cost. Railway will provide nearest power supply location.

(xviii) The necessary wiring to power up the equipment at site from the point of power board shall be done by the contractor, as required.

2. Contractor must examine **site conditions** where the above-mentioned work is to be executed before quoting, any clarification regarding nature of work can be discussed with Sr. DSTE SUR in the office during office hours. **No deviation / change in tender schedule, inspection clause and nature of work will be accepted after the tender is opened.**
3. The work will be done in consultation with Railway Engineer and to the satisfaction of Railways in time.
4. **The equipment which are declared as end of life by OEM shall not be procured and a suitable replacement equipment to be procured, duly intimating the consignee of the material before supply.**
5. **A checklist for commissioning of the equipment shall be jointly signed by the contractors representative, Site in charge and OEM representative for satisfactorily installation and commissioning of the equipment's being installed (whenever required shall be prepared and submitted to the consignee/office for records).**

\*\*\*\*\*End of Document\*\*\*\*\*