

### **Special Conditions:-**

- 1 The work shall have to be completed within **09 (Nine) Months** from the date of issue of acceptance letter.
- 2 The contract shall be governed by various provisions of E.Rly. Engg. Department Genl. Conditions of Contract, 2022 and IRUSS (Works and Materials-2010) together with upto date correction slips and all amendments thereof issued from time to time.
- 3 No break up of rate will be accepted.
- 4 No extra payment will be made for supplying and carrying materials.
- 5 The work should be done as per direction of site-in-charge.
- 6 Materials to be supplied by the contractor should be passed by AEN.
- 7 All materials, tools and plants to be supplied by the contractor.
- 8 All safety measures will be taken by the contractor and no compensation will be borne by Rly in case of any untoward accident occurs during the execution of work. Contractor will be responsible for safety on his own labours and maintain safety while executing of work.
- 9 Sufficient light must be provided by the contractor during the execution of work while working during night for which no extra payment will made by the railway.
- 10 No wastage of labour will be considered due to non-availability of block.
- 11 Labour working near Railway line will wear illuminated jacket
- 12 **Maintenance period for this work shall be 06(Six) months from the actual date of completion.** Contractor will have to maintain the work done by him till the maintenance period is over. If any defect arise during this period, the Contractor has to rectify the same to the entire satisfaction of the Engineer in charge. Otherwise, entire amount of Security Deposit will be forfeited.
- 13 In case of more than one L/1 bidders, tender may be awarded to tenderer having higher bid capacity. In case bid capacity is also the same, tenderer having done more value of similar work in last seven previous financial years and the current financial year upto the date of opening of the tender, may be selected for the award. Instructions with respect to bid capacity will follow.
- 14 ***Eligibility of tenderers shall be decided solely on the basis of the documents submitted along with the tender offers and any subsequent document whatsoever submitted in this connection would not be given any cognizance on any account.***
- 15 GST is applicable from 01.07.2017 and it shall be ensured that the contract is signed with the applicable rates as decided by Govt of India.
- 16 A certificate in the prescribed format is uploaded/linked with NIT for verification /confirmation of documents (Annexure-IX & IX-A). Tenderers are required to submit the said certificate duly filled in along with the tender documents. Non submission of the certificate or submission of certificate other than the prescribed format or not duly filled in properly by the bidder shall result in summarily rejection of his/their offer.
17. As per extant rule Income tax, surcharge and other taxes as admissible shall be deducted from the bills of the agency.
18. The tenderer while quoting his rates shall take into account the possible fluctuations in the market rate in respect of Labour, materials, taxes etc. during currency of the contract. In case of such charges Railways responsibility be limited to the extension of the time, that may be granted under clause -17 of the General Conditions of Contract/2022
19. **Condition of GST/2017 law**  
All bidders should ensure that they are GST compliant and their quoted tax structure/rates should be as per GST LAW. Regarding input tax credit for which following essential information is required to be submitted by the contractors -  
(i) Name and address  
(ii) GSTIN no.  
(iii) HSN code (for goods or accounting code of service)  
(iv) Rate of tax (CGST, SGST, IGST, UTGST or CESS)  
*With regarding quoting GST rate every care is to be taken by contractor and supporting document/reference to the relevant clause of GST is to be mentioned. However, in case of any in correct information regarding rate, Railway's decision will be final.*
- 20 (i) Before submitting a tender, tenderer will be deemed to have satisfied himself by actual Inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the work are taken into account and that the rates he enters in the tender form are adequate and all inclusive to accord with the provision in Clause no.37 of the Standard General Conditions of Contract - 2022 for the completion of works to the entire satisfaction of the Railways.

- (ii) Tenderer will examine the various provisions of the central Goods and Service tax act/2017 (CGST)/Integrated Goods and Service Tax Act/2017 (IGST)/Union Territory Goods and Service Tax/2017 (UTGST)/Respective States "State Goods and Service Tax Act/2017 (SGST) also as notified by Central/State Govt. and as mentioned from time to time and applicable taxes before bidding. Tenderers will ensure that full benefits of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
  - iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to Railways immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
  - iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the Railways shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
21. ***Eligibility criteria for this tender – The similar work executed (as per para 17.1 of Chapter –I Of INSTRUCTIONS TO TENDERERS for e-TENDER) – for this work should be “Any civil Engineering work”.***
  22. The provision of Clause 63 & 64 of the General Conditions of Contract will be applicable only for settlement of claims/disputes, for values less than or equal to 20% of the original value (excluding the cost of materials supplied free by Railway) of the contract or 20% of the actual value of the work done (excluding the value of the work rejected ) under the contract whichever is less. When claims/disputes are of value more than 20% of the value of the original contract or 20% of the value of the actual work done under the contract, whichever is less, the contractor will not be entitled to seek such disputes/claims for reference to arbitration and the provisions of Clause No. 63 & 64 of the General Conditions of Contract will not be applicable for referring the disputes to be settled through arbitration.
  23. The Contractor shall furnish his monthly statement of claims as per Clause 43(1) of IRS GCC during the progress of work and not after completion of the work. All such claims and disputes shall be settled promptly during the progress of the work. Chief Engineer/ADRM shall be the final authority for decision on claims and disputes preferred by the contractor. But, the contractor should seek reference to arbitration to settle the disputes only once, subject to the condition as mentioned in the above Para.
  24. These special condition shall prevail over the existing clause 63 & 64 of General condition of contract.
  25. Mandatory updation of data on Railway's Shramikkalyan portal by contractor as per GCC-2022.
  26. Payment will be done after achieving of proper compaction upto the satisfaction of Engineer-in-charge and after deduction for shrinkage over actual measurement at site.