

Special condition of contract

1.0 NAME OF WORK: - Supply, installation, testing and commissioning of Telecom material in connection with Provision of CCTV System at Station yard area to monitor main line points and crossings, especially in Ratlam Division.(Phase-I 38 Stns).

2.0 LOCATION OF SITE

Work will be executed at 38 stations [RTM E Cabin, KHACHROAD, RUNKHERA, MORVANI, BANGROD, RATLAM, Nauganwan, RUNIJA, ANAS, BORDI, DAHOD, RETIYA, JEKOT, USRA, MANGAL MAHUDI, LIMKHEDA, PIPLD, SANTROAD, CHANCHLELAV, KANSUDHI, BILDI, RAVTI, BHAIROGARH, BAMNIA, AMARGARH, PANCHPIPLA, BAJRANGGARH, THANDLA ROAD, MEGHNAGAR, NAILKHERI, ASLAVDA, UNHEL, PIPLODA BAGLA, NAGDA, BEDAVANYA, KALISINDH, BERCHA, MAKSI] of Ratlam division. Final place and station for the installation is decided by Engineering in charge as per site condition.

3.0 BRIEF SCOPE OF WORK

The work comprises supply, installation, testing and commissioning of an IP-based CCTV Surveillance System at identified Railway station yard locations for monitoring of main line points, crossings and other critical operational assets. The scope includes provision of CCTV cameras, VMS servers, storage systems, network switches, OFC connectivity, power supply arrangements, UPS systems, weatherproof equipment boxes and associated accessories. The work also includes erection of CCTV poles, cable laying, trenching, OFC splicing, networking, integration with the existing surveillance system and all allied civil, electrical and telecom works required for successful commissioning. Complete testing, documentation and handing over of the system in satisfactory working condition are included in the scope.

Note:- The Scope is not exhaustive and for full details refers to the Schedule.

4.0 WORK DETAILS

4.1 Work has to be carried as per schedule of material and works and as per the instruction of engineering in-charge.

4.2 The tenderer(s) shall inspect the proposed site of work and acquaint himself/themselves with the site conditions and of equipment's to be installed with their system and any other specific requirements etc. The tenderer shall undertake study/ survey of telecom systems/ practices used in Western Railway/ Division and make his own arrangement to be installed so as to make the entire system successful/ functional.

4.3 The tenderer(s) shall inspect the proposed site of work and acquaint himself/themselves with the site conditions, working hours, layout of land, station building, trees and shrubs that he/they will have to cut, type of strata likely to be met within the borrow pits, stacking space for materials, approach roads, path ways available etc. and all relevant items connected with the execution of the work. No claim shall be entertained for the contractor(s) making his/their own arrangements for approaches/approach road from outside railway land and contractor(s) will bear entire expenses such as road taxes, payment for right of way, etc. to outsiders and for Construction of approaches/approach roads, etc.

4.4 Scope of work is detailed in "Schedule of Materials and Works" and as per "Technical requirement & specification". Work is to be carried out in strict compliance to the tender conditions and specifications. Work will be carried out in accordance with the technical Specification & Requirements of the Tender Document. Wherever Specifications are not indicated, work will be carried out as per standard practice on this Railway and instructions of Engineer in charge.

5.0 ENGINEER IN CHARGE AND CONSIGNEE

The consignee (stores) of this work will be Senior Section Engineer/Telecom/Exchange/Ratam and supervisor site in-charge for execution of this work will be concerned Senior Section Engineer/ Telecom/ In charge. The Engineer In charge of the work will be ADSTE/RTM or DSTE/Special Works/RTM.

However Railway reserves full right to change consignee (stores), supervisor site in-charge and officer- in-charge whenever need arises.

WORKS REQUIRED TO BE DONE BY THE CONTRACTOR

The brief scope of works to be undertaken by contractor under this tender has been given in Para **3 & 4 of SCC**. Contractor has to carry out following works:

- i) Work has to carry out as per schedule for supply and execution of work.
- ii) Installation Practices of all Telecom material shall be as per the Telecom Manual other codes & manuals of railway corrected up to latest correction slips, and as per Western Railway practice.

NOTE 1:- Any other work not indicated in “Works to be done by Railways” heading as per statement given above shall be carried out by the contractor himself for which no extra payment will be made, so as to achieve the final objective of commissioning of the system as per technical specifications and as per tender requirement.

Note 2: - Original challan from OEM /Distributor/ Retailer with date of manufacture along with warranty certificate for minimum 3 years is to be submitted to consignee for MPLS & Other items (If applicable).

6.0 Instructions for Contractor: -

(i) The contractor shall be fully responsible for seamless integration of all systems (CCTV, IPIS, Networking, OFC, etc.) with existing Railway systems and infrastructure.

(ii) The contractor shall deploy at least one qualified Telecom/IT Engineer/Diploma holder having a minimum of 3 years' experience in OFC/Networking/CCTV works. Details of such personnel shall be submitted before commencement of work.

(iii) The contractor shall submit OEM authorization certificates for all major equipment such as MPLS, CCTV systems, networking devices, OFC, and associated Telecom materials. OEM support shall be ensured during execution and the maintenance period.

(iv) The contractor shall carry out a detailed site survey and submit a comprehensive report including cable routes, equipment locations, and network architecture for approval prior to execution of work.

(vii) No payment shall be released unless complete documentation including approved drawings, OTDR and other test reports, IP addressing scheme, configuration details, and commissioning reports are submitted and accepted by the Engineer-in-Charge.

(ix) The contractor shall submit complete “As-built drawings” after completion of work, reflecting actual execution at site, both in hard copy and soft copy as per Railway standards.

(xi) The contractor shall ensure deployment of adequate manpower, tools, and equipment at site to maintain steady progress and timely completion of the work.

(xii) All works shall be carried out in compliance with relevant Railway manuals, RDSO specifications, and instructions issued by the Engineer-in-Charge from time to time.

(xiii) The contractor shall be solely responsible for safety of men, materials, and Railway property during execution of the work.

(xiv) Only works meeting the defined criteria of “similar nature of work” shall be considered for eligibility.

(xv) The contractor shall ensure that all CCTV camera poles are installed at locations maintaining the minimum prescribed distance from the railway track as per the prevailing Railway rules, standards, and safety guidelines. The positioning of the poles and cameras shall be planned in such a manner as to achieve maximum surveillance coverage of the designated area.

The contractor shall be solely responsible for the design, foundation, erection, alignment, and structural stability of the poles. Adequate foundation and mounting arrangements shall be provided to ensure that the poles remain safe and stable under all operating and environmental conditions, including wind loads and vibrations. Under no circumstances shall the pole, camera, or any associated structure tilt, collapse, or fall towards the railway track, thereby endangering Railway operations, passengers, or Railway assets.

The work shall be executed strictly in accordance with Railway safety requirements and to the satisfaction of the Engineer-in-Charge.

(xvi) In case power supply is not available at the proposed CCTV pole installation locations due to site conditions or Railway constraints, the contractor shall make all necessary temporary arrangements for power supply at his own cost for execution, testing, and commissioning of the work. No additional payment shall be admissible on this account.

7.0 A WORKS REQUIRED TO BE DONE BY THE CONTRACTOR

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NOTE 1:- Any other work not indicated in “Works to be done by Railways” heading as per statement given above shall be carried out by the contractor himself for which no extra

payment will be made, so as to achieve the final objective of commissioning of the system as per technical specifications and as per tender requirement.

Note 2: - Original challan from OEM /Distributor/ Retailer with date of manufacture along with warranty certificate for minimum 3 years is to be submitted to consignee for desired items as per instructions of The Engineer In charge of the work (If Any)

B WORK TO BE DONE BY THE RAILWAYS:

Following shall be done by Railways if required-

- (i) Supply of Telecom Plan of the Station yard/IBS if required.
- (ii) Provision of single phase 230V AC un-stabilized Power Supply as per extent rules and amount charge to contractor.
Non-availability of Mains Power will not be a reason for the slow progress of work. If Electric Supply is not available, the contractor shall make his own arrangement for Gen set / electrical power.
- (iii) Any other materials required to be supplied by Railways as per Technical Requirement and Specification and schedule of material & works.

8.0 TECHNICAL DOCUMENTS TO BE PROVIDED:

Six sets of documents for each station containing system details, site installation details / drawings, maintenance manual, operation procedure etc. in bound book and in soft copy as per practice of railways. All necessary software to run installed system will be provided by the contractor in pen drive (two copies).

Note: The original tracings are to be prepared by the contractor on reproduction film and required prints are to be taken. Diagrams including tracings will be handed over to Railways. One set of drawings in soft copy on Auto Cad format may be given in a CD. All drawings will be approved by Railway, wiring diagram, and other standard diagrams as per WR practice as prevalent in the Railway where work is to be executed and other connected indoor/outdoor work details shall be prepared by contractor and submitted to Railways for approval. After execution of the work Six (6) sets of all such plans/Drawings shall be prepared by the Contractor and given duly bound along with CDs with required supporting software as per Para above. The diagrams in soft copy should be in required format as per Western Railway drawing office practice.

All the drawings shall be supplied in a good quality folder for each station. During installation, a folder containing all the drawings, testing procedures, commissioning procedure shall be kept at the stations.

9.0 TRAINING: The contractor shall arrange training programme for Railway Engineer/Supervisor in different aspects of the various systems, equipment's, its functioning, field installation, testing, commissioning, maintenance and repairs etc. at Manufacturer's/ RDSO approved manufacturer's premises and at Field/Divisional/ Zonal Head Quarter, where required.

- (a) The training should be comprehensive for transfer of complete know- how, so as to impart full knowledge and confidence to independently and successfully execute the installation, testing, commissioning, maintenance and repairs of the complete system and equipments.
- (b) Training should be comprehensive in all aspects of software and hardware, its architecture, equipment design, functioning, field installation, testing, commissioning, operation maintenance and repair covering both hardware and software.
- (c) The venue of the training shall be finalized in consultation with Engineer-In charge.
- (d) Expenses on travel and other incidental expenditure on training of Railway personnel, deputed for training will be borne by the Railways.
- (e) To impart training, the contractor shall make arrangements for appropriate venue of training (in case it is not Railway premises). He has to also arrange Projector, Slides, Equipment's /instruments, training materials /documents at his own cost.

(f) The detailed training, programme indicating the topics to be covered, practical / demonstrations to be conducted during training shall be approved by the Engineer-In charge prior to commencement of training.

(g) Engineer In-charge will take adequate measure to ensure that Railway Officials are trained properly. To judge the same, he may conduct necessary training feedback from trainees for adequacy of training.

(h) In addition contractor shall impart onsite training to Railway staff associated with work for installation and maintenance of system.

(i) Set of documents related to training in adequate quantity shall be provided.

10.0 STORES - RECEIPT & ACCOUNTAL

Exchange of proper requisition and receipt shall be done on a suitable Performa between the Contractor and the Railway's authorized representative.

The Contractor shall issue a receipt along with the demand slip for material he requires for the work and obtain receipt when any material is returned to stores. These transactions shall be done with the consignee.

All stores drawn by the contractor shall be accounted for either as installed as per site measurements recorded or as per surplus stores returned to the Consignee (stores).

11.0 LOADING / UNLOADING OF MATERIAL

The material shall be delivered by the Contractor at the Depot of Consignee. Material supplied by Railways for execution of the work and the material delivered by the Contractor will be transported from the Stores of the nominated Consignee to site by the Contractor with his own labour and transport. This includes loading and unloading of materials at consignee depot and at site at by contractor at his own cost.

Alternatively, if the site of work is ready and work is in progress, physically, the materials can be brought to the site directly and supplied with prior approval of Engineer in-charge.

Materials required to carry out this work if supplied by the Railways will be issued at the nominated Depot of the nominated Senior Section Engineer. The contractor will have to load, transport these materials to the site of work and unload at his own cost.

Empty cable drums and balance materials after completion of work, if any, should be returned back at the nominated Depot of the nominated Senior Section Engineer.

The Contractor will have to furnish an Indemnity Bond for the Security of the Railway material issued to him.

Indemnity Bond will be released after commissioning of work and when all balance material is returned by contractor. The security of the material brought to the site of work will remain with the Contractor, till commissioning of the complete structure and same is handed over to Railway's nominated representative of Engineer-in-charge.

12.0 SECURITY OF MATERIAL

Once the material is handed over to the contractor, the contractor shall be responsible for the security of material irrespective of the fact that the material is kept in Railway premises. The contractor shall make adequate arrangements at site as deemed necessary for guarding the same from the thefts by outsiders or his labour or damage of any sort.

The cost of stores lost shall be realized by the Railway out of any payments due to the contractor in this contract or from any other contract executed by Govt. of India.

The material issued to the contractor if found defective / unserviceable after transporting at site, the same shall be transported & handed over to the Consignee Depot by the contractor without any extra cost.

13.0 RETURN OF SURPLUS STORES

The Contractor with his own staff shall return the stores found to be surplus to Consignee.

The contractor shall account for all material that is issued to him. A register shall be maintained at site, which shall be signed by the Contractor as a token of receipt of material. All the issued material shall either be used in the installation or returned to Consignee.

14..0 RETURN OF RELEASED STORES

Released material shall be handed over to the nominated Consignee in systematic manner. Proper care should be taken while releasing & transporting the stores.

15.0 MATERIALS AND WORKMANSHIP:-

- (i) The Signaling & Telecom materials, to be supplied by the Tenderer as per RDSO's Specification/ Drawing will have to be procured from RDSO approved firms only.
- (ii) Materials/ Equipment's for which RDSO approved sources exist should be taken from RDSO approved sources only.**
- (iii) Material should not be procured from any sources banned for business dealing with Railways under any circumstances.
- (iv) All the items shall be procured from RDSO approved firms to IRS/RDSO specifications and shall be inspected by RDSO. In case the total value of a particular item is less than Rs. 5 lakh (Vide RB letter no. 2000/RS(G)/379/2 dt. 6.09.2017), the same shall be inspected by Consignee, subject to supplies being from sources approved by RDSO. However as per the RB policy letter No. 2022/RS/(G)/779/8 dt 26.09.2025 the following critical items will be essentially inspected by RDSO irrespective of the cost:
 - a. Earth Leakage Detection
 - b. Maintenance free earth materials
 - c. PVC Insulated Armoured, Unscreened Underground Power Cable
 - d. Underground Railway Jelly Filled Telecom Quad Cables for Signalling and Telecom, Images: (0.9 mm quad)
 - e. 1.4 mm Dia Copper Conductor 4/6 QUAD Cable
 - f. Thermo Shrink Jointing Kit for Jointing Underground Quad Cable (0.9 mm & 1.4 mm Conductor Dia.)
 - g. 24/48 Fibre Armoured Optical Fibre Cable
 - h. SMPS Based Integrated Power Supply
 - i. Low Maintenance Lead Acid Stationary Secondary Cells For S&T Installations
 - j. Valve Regulated (Sealed) Lead Acid Stationary Battery for Railway S&T Installations
 - k. Automatic Fire Detection & Alarm System for Signalling installations
- (v) Further items which do not have RDSO specification for which RDSO has not approved any suppliers, inspection shall be carried out by RITES/authorized Railway representatives (In this case material shall be accepted against firm's guarantee certificate). Decision for inspection authority (RITES/authorized railway representatives) will be taken of competent authority.
- (vi) Material shall be in accordance with specifications and drawings specified or approved by the Railway with latest amendments.
- (vii) Material for which no detailed specification/ drawing is given in tender document should be procured from reputed manufacturer/ authorized agents and proof of purchase/ dispatch shall be furnished to consignee.
- (viii) Material should be in properly packed condition and the consignee reserves the right to reject the material even though it was passed by RDSO.
- (ix) All the materials and workmanship used in this work shall be of extremely good quality and high class in every respect and is expected to give trouble free service.
- (i) The personnel deputed for soldering should have adequate soldering skills and competency certificate issued by ITIs / reputed institutions.

16.0 CONSIGNEE'S RIGHT OF REJECTION:

- (i) 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) 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 within a reasonable time 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.

- (ii) The Railway shall have full right to reject any material that the Railway may consider to be defective or inferior in quality of material, workmanship, and design or otherwise, not in accordance with the specifications and drawings specified by the Railway.

17.0 CONSEQUENCES OF REJECTION (Rejected stores)

When any stores delivery at the consignee's depots is rejected, the contractor shall remove this within 15 days from the date of rejection. Consignee will issue rejection advice to contractor for rejected store. Such rejected stores shall lie at the contractor's risk from the date of rejection. If the Contractor does not remove the stores within this period, the purchaser or his nominee shall have the right to dispose of such stores, as thought fit, at the contractor's risk and account. The purchaser shall also be entitled to recover from the contractor, handling and ground rent / demurrage and any other charges for the period during the rejected stores are not removed after the period aforementioned.

18.0 WORKS SPECIFICATIONS, DRAWINGS

The contractor shall be solely responsible for ensuring that the requirement of safety are incorporated in all designs /drawings / works and the drawings furnished by him, although these may have been approved by the Railway.

Specifications, drawings, requisites and requirements referred to in the body of this specification form an essential part thereof. The sources of the drawings & specifications referred to in this Tender, can be obtained from Engineer-in-charge.

Installation shall comply with the requirements to the following manuals/ books and Western Railway practices in vogue-

- Indian Railways Signal Engineering Manual (latest edition)
- Indian Railways Telecom Manual (latest edition)
- Indian Railways Engineering code
- Indian Railways P-Way manual.
- Indian Railways Works Manual
- Indian Railways AC traction Manual
- Indian Railways DC traction Manual
- General& Subsidiary Rules with latest correction slip.
- Schedule of dimensions.

19.0 INSPECTION OF WORKS

- (i) The responsibility of providing facilities for inspection lies with the contractor. He shall be responsible for providing required facilities i.e. tools, equipments for inspection at the place of work, for which no additional payments shall be made.
- (ii) The completed installation at all stages shall be subjected to checks and test as decided by Railways and the contractor shall be liable to remedy such defects as discovered during these checks and test and make good all deficiencies brought out. However, complete installation will be taken over finally on completion of the full system. It will be the responsibility of the contractor to rectify any discrepancy noticed within a reasonable period from the date the complete system is taken over. For the purpose of taking over, joint inspection will be carried out by DSTE / ADSTE and Section Engineer/Jr. Engineer (Tele). The contractor should

make himself or his representative available at the time of joint inspection. The decision of the Engineer shall be final in the matter.

- (iii) The contractor will be called upon to pay all the expenses incurred by the Railway in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.
- (iv) During the execution of the contract, samples may be taken for the purpose of test and/or analysis under the conditions laid down in specification, such samples to be prepared for testing and forwarded free of all cost to the Railway.

(v) SITE ORDER BOOK

An Inspection Register/ Site Order book shall be maintained at the site of work by the contractor, wherein the Engineer in-charge of the work or his executive subordinate shall record instructions regarding the working etc. It is expected that the Contractor or his representative at the site shall note such instructions whenever asked upon to do so and take action accordingly. His non-noting the logbook entries shall not be considered sufficient grounds for non-compliance of the instructions.

This register shall have entry on day-to-day basis regarding the progress of work. Record should be kept with joint signature of Railways & firms representative. This should be produced during the inspection & check of Railway engineer in-charge along with drawing showing new installation/ locations.

(vi) QUALITY AUDIT OF INSTALLATION

The Contractor shall arrange for a quality audit of installation by authorized representative of manufacturer who will certify that the installation has been done as per OEM's specification & standard practices and pre-commissioning checklist/ guidelines issued by RDSO from time to time.

20.0 APPROVAL & MEASUREMENT OF WORK

- (a) The contractor shall obtain written approval of the supervision after completion of the various sub-items of each work mentioned in the Schedule (wherever applicable).
- (b) The contractor should ensure that measurement has been made for such work, which is not possible to measure subsequently and shall remain hidden. For example:

after trenching is done

After RCC trunking is placed in trench and properly aligned.

after the cable is laid properly

after the earth is filled

after brick/slab/capping is laid

- (c) The contractor shall sign the measurement as a token of acceptance of the measurement entered by the supervisor in-charge of the work (wherever applicable).

(d) MEANING AND INTERPRETATION BY RAILWAY TO BE FINAL

All measurements, method of measurement, meaning and intent of specifications and interpretation of Special Conditions of Contract, given and made by the Purchaser or by the Purchaser's Engineer shall be final and binding and shall be considered "excepted matter" in terms of conditions laid down in the General Conditions of Contract

(e) RIGHT OF RAILWAYS TO KEEP BACK FROM THE CONTRACT ANY PORTION OF WORK

The successful tenderer will however, have no claim or right in the execution of work which in the opinion of the of the Engineer should be carried out departmentally or otherwise and the Railway Reserves the right to keep back from the contract and carry out the work or any portion of work through any other agency, it may think without assigning any reason, any time after the acceptance of the tender. No claim for compensation/ loss or whatsoever on this account will be entertained by the Railway.

21.0 SAFETY OF WORK & TRAINS

- (i) The contractor should abide by all the Railway regulations and also ensure that the same are followed by his representatives, agents, servants or workmen. He is therefore bound under these clauses to give notice to them about the provision of this clause and the consequent liability of the contractor under the agreement. The contractor shall conform to all the Railway Rules relating to safety of personnel. In the A.C. electrified areas the special precautions as laid down in R.E. Manual shall be followed.
- (ii) No petroleum spirit within the meaning of the Indian Petroleum Act shall be stored at site or adjacent land until the approval of the Railway and necessary license under the Act has been obtained by the contractor. The tenderer shall also ensure that approval of the Engineer has been obtained for storing any other inflammable material well in advance.
- (iii) The contractor's employees and workers shall not for any reason operate any appliances or installations of the Railway concerning the safety of train movements, but they should whenever necessary notify the qualified Railway staff who will then take necessary steps. The contractor shall also be responsible for any damage that may cause due to the carelessness of his workmen and will bear the consequences in this regard.
- (iv) The work must be carried out most carefully in such a way that they do not hinder the Railway operation except as agreed to by the Railway. The Contractor shall do no work that may interfere with traffic until protection has been provided by the Railway and under supervision of Railway's representative. 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, the work shall be carried out under the supervision of an authorized Railway representative Junior Engineer/Senior Engineer/ Senior Section Engineer (JE/SE/SSE).
Whenever track side work are undertaken by the contractors, areas for unloading of bulk materials should be clearly demarcated and barricades provided, if necessary, with the consent of the JE/SE/SSE, in-charge of the work. Suitable steps shall also be taken to prevent transport vehicles and such other machinery gaining access so near the track as to threaten the safety of running trains. That, whenever it becomes inescapable to allow transport vehicles or mobile machinery to operate in close proximity to the running lines the maximum moving dimensions for the said lines shall be adequately protected by fencing or such other suitable measures. No vehicle will normally be permitted to ply adjacent to the running lines. The contractor will be responsible for the safety of hired trucks and men etc. working at the site. He will also be responsible for any damage caused to the Railway property, staff and passengers traveling on the line on account of his truck/vehicles having been allowed to ply on the bank.
- (v) The contractor shall take all precautionary measures in order to ensure protection of his own personnel moving about or working on the Railway premises and shall have to conform to the Rules and Regulations of the Railway.
- (vi) Suitable ladders for climbing the post and slings for supporting men on the post shall be used. Ropes as required shall be used for erection of the poles. The size of the rope shall be adequate. The contractor shall take necessary precaution for working near the power lines. If at any time the Railway finds the safety arrangements are inadequate or insufficient, the contractor shall take immediate corrective action as directed by the Railway's representative at site. However, it is not obligatory on the part of the Railway's to give such directions. The issue or non-issue of any direction in the matter by the Railway shall in no way absolve the contractor of his sole responsibility to adopt safe working methods. The stone-breakers, if employed shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals. Necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available by the contractor for the use of the persons employed

on the site and maintained in condition suitable for immediate use and the contractor should take adequate steps, to ensure proper use of equipment by these concerned. When not in use, electrical apparatus shall be switched off. No paint containing lead or lead products shall be used except in the form of paste or ready mixed paints. Suitable face masks should be supplied by the contractor for use by the workers when paint is applied in the form of spray.

- (vii) Within the station/IBS premises and especially on passenger platforms, the contractor shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavations carried out in such areas with a view to avoid any accidents.
- (viii) In case of an accident of any nature, the contractor will indemnify the Railway for any losses caused by him as a result of the accident.
- (ix) The contractor will not be entitled to any compensation for any damage or loss sustained by him during execution of the work, for any idle labour or transport or any loss or deterioration of the material or tools.
- (x) The contractor shall also be responsible for any damage that he may cause due to the carelessness of his workmen and will bear the consequences in this regard.
- (xi) The contractor will not be entitled to any compensation for any damage or loss sustained by him during execution of the work for any idle labour or transport or any loss or deterioration of the material or tools.

22.0 PLYING OF ROAD VEHICLES IN RAILWAY LAND ADJOINING TO RUNNING LINES

The Contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in Railway land next to the running line. If for execution of certain works viz. earthwork for parallel railway line and supply of ballast for new or existing rail line, gauge conversion etc., road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the site-in-charge for permission giving the type and no. of individual vehicles, names and license particulars of the drivers, location, duration and timings for such work/movement. The site-in-charge or his authorized representative will personally counsel examine and certify, the road vehicle drivers, Contractor's flagmen and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:

- i) The road vehicles will play only between sunrise and sunset.
- ii) Nominated vehicles and drivers will be utilized for work in the presence of at least one flagman and one supervisor certified for such work.
- iii) The vehicles shall ply 6m clear of track. Any movement/work at less than 6m and up to minimum 3.5m clear of track centre shall be done only in the presence of Railway employee authorized by the Engineer-in-charge. No part of the road vehicle will be allowed at less than 3.5m from track centre. Cost of such Railway employee shall be borne by the Railway.
- iv) The Contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear, cost of all damages to his equipment and men and also damages to railway and its passengers.
- v) The vehicles and equipment's of contractors can be confiscated by Railway administration in case of accidents/ natural calamities involving human lives.
- vi) Engineer-in-charge may impose any other condition necessary for a particular work or site.

EMERGENCY WORKS

23.0

In the event of any accident or failure occurring in or about the work or arising out of or in connection with the construction, completion or maintenance of the works which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor/s is/are not in a position to do so in time and charge the cost thereof, as to be determined by the Sr. Divisional Signal & Telecommunication Engineer to the contractor.

24.0 EXCEPTED MATTERS

All measurements, method of measurement, meaning and intent of specifications and interpretation of special conditions of contract, given and also made by the Railway or by the Engineer on behalf of the Railway shall be final and binding and shall be considered "Excepted Matters" in terms of condition No.63 of the General Conditions of Contract and will Strictly stay outside purview of any arbitrations limit and will not be arbitrable.

25.0 JURISDICTION OF COURTS

The court of the place from where the Letter of Acceptance has been issued shall have the jurisdiction in respect of this contract.

26.0 ENGAGEMENT OF QUALIFIED ENGINEER

26.1 In terms of provisions of new clause 26A.1 to the general condition of contract (GCC) as per Railway Board letter no. 2012/CE-I/CT/0/20, dated 10.05.2013, contractor shall also employ following qualified Engineers during execution of the allotted work:

- (a) ***One qualified graduate engineer when cost of work to be executed is Rs.200 Lakh and above, and***
- (b) One qualified Diploma engineer when cost of work to be executed is more than Rs.25 Lakh, but less than Rs.200 Lakh.

26.2 Further, in case the contractor fails to employ the qualified engineer, as aforesaid in above para, he, in terms of provisions of clause 26A.2 to the General Condition of Contract, shall be liable to pay an amount of Rs.40,000/- and Rs.25000/- for each month or part thereof for the default period for the provisions, as contained in para 24.1 (a) and 24.1 (b) respectively.

26.3 Provision for deployment of qualified Engineers (Graduate Engineer or Diploma Engineer) shall be for the values as prescribed in para 24.1 (a) and 24.1 (b). However, for the works contract tenders, if it is considered appropriate by the tender inviting authority, not to have the services of qualified engineer, the same shall be so mentioned in the tender documents by the concerned executive with the approval of officer not below the level of SAG officer, for reasons to be recorded in writing.

27.0 Maintenance Period (12 months) and 36 month for schedule item mentioned in 27.7

27.1 Maintenance period of complete executed and supplied item should be start from the date of completion of work. The contractor shall warrant that everything to be furnished here under shall be free from all defects and faults in material, workmanship and manufacture and shall be the highest grade and consistent with the established and generally accepted standards for materials of the type ordered in full conformity with the contract specifications, drawings, or samples, if any and shall if operable, operate properly.

27.2 This Maintenance period shall survive after acceptance of the structure by Railways but shall expire **12 months** from the date of placing in service as referred to in Clause 40(1) of G.C.C. Except in respect of complaints defects and / or claims notified to the contractor within 3 months of such date. Any approval or acceptance by the Railway or the stores or of the materials incorporated herein shall not in any way limit the contractor's liability.

27.3 The contractor's liability in this respect of and complaints, defects and / or claims shall be limited to the furnishing and installation of replacement parts free of any charge, or the repair of defective parts only to the extent that such replacements or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores provided defects are brought to the notice of contractor within 3 months of their being first discovered during the guarantee period and 3 months from the date of expiry of warranty period or at the option of the Railway to the payment of the value, expenditure and damage as hereafter mentioned.

27.4 The Contractor shall, if required, replace or repair the goods or such portion thereof as is rejected by the Railway free of cost at the ultimate destination or at the option of the Railway

and contractor shall pay to the Railway value thereof at the contract price and such other expenditure and damages as may arise by reasons of the breach of the condition herein, specified.

- 27.5** All replacement and repairs that Railway shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within 3 months promptly and satisfactorily, if the contractor so desires the replaced parts can be taken over by him, or his representative in India for disposal as he deems fit within a period of three months from the date of replacement of goods/ parts. At the expiry of this period, no claim whatsoever shall lie on the Railway.

If the replacement or renewals are of such a character as may affect the efficiency of the system, the purchaser shall have the right to give the contractor within one month from such replacement or renewal notice in writing that test on completion will be carried out at his cost. Should such tests show that the plant sustains the guarantee in the contract; the cost of the tests shall be borne by the purchaser. Should the guarantees not be sustained, the cost of the tests shall be borne by the contractor.

All inspections, adjustments, replacements or renewals carried out by the contractor during the maintenance period shall be the same conditions of the contracts.

Until the final certificate shall have been issued, the contractor shall have the right to entry with permission of Railways, at his own risk and representatives, whose names shall have previously been communicated, in writing, to the purchaser at all reasonable working hours upon all necessary parts of the works for the purpose of inspecting the working and the records of the plant and taking notes there from and if he desires at his own risk and expense, making any tests, subject to the approval of the purchaser which shall not be unreasonably withheld.

- 27.6** The warranty herein contained shall not apply to any material, which shall have been repaired or altered by the Railway in any way without the consent of the contractor so as to affect its strength, performance or reliability, or to any defect to any part due to misuse, negligence or accident.

- 27.7** The decision of the Senior Divisional Signal and Telecom Engineer, Ratlam in regard to Contractor's liability and the amount, if any payable under this warranty shall be final and conclusive.

Note: - Original challan from OEM /Distributor/ Retailer with date of manufacture along with warranty certificate for minimum 3 years is to be submitted to consignee for MPLS and related items (If applicable).

- 28.0 ANNUAL MAINTENANCE CONTRACT PERIOD: -Not Applicable**

- 29.0 LONG TERM AVAILABILITY OF SPARES AND SYSTEM SUPPORT**

The Contractor/ manufacturer shall ensure the availability of all components/ sub-systems, if required by the Railways from time-to-time on mutually agreed terms and conditions after warranty is over.

The manufacture shall guarantee that spare parts for the system shall be available for a minimum of ten years after expiry of the warranty period and thereafter at least two years 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 lifetime requirement of spares needed and order in sufficient quantity prior to stoppage of the manufacture.

The contractor/manufacturer shall further guarantee that if he goes out of production of spare parts he shall supply the specification of materials at no cost to the purchaser, as and when required in connection with the equipment to enable the purchaser to fabricate or procure from other sources.

The contractor shall undertake to supply on payment of all maintenance spares and tools required for the equipment during lifetime. He shall also undertake to supply additional

equipment required for replacement or expansion of the network; that may become necessary due to additional traffic requirements. The price variation formula adopted in pricing such maintenance spares and additional supply that may be ordered in future shall be provided by mutual discussion.

30.0 PAYMENT TERMS:

(1) Subject to any deduction which the Railway will be authorized to make under the terms of contract that may be applicable while accepting the tender, the contractor shall be entitled for On Account payment as follows:

(a) **For Schedule A1,A2,A3,A4**

- (i) 80% of the accepted cost of the supply items of the schedule (Duly inspected by the nominated inspection authority by the Railways) will be paid on receipt of the material by the Consignee and upon submission of Test Certificate and Guarantee/Warranty Certificate issued by the Original Equipment Manufacturer, wherever applicable.
- (ii) 10% of the accepted cost of supply items (in addition to the 80% released above) shall be paid after installation/ erection of that particular equipment, only after confirmation and certification of validity for compatibility with the existing system by the Engineer in charge.
- (iii) The balance 10% will be paid after commissioning of each station.

Note: 100% amount will be paid for spares & for other items, which are not required to be erected by the contractor on receipt of the equipment and no loss certificate by consignee.

(b) **For Schedule B1,B2,B3,B4**

- (i) **90% on-account payment shall be released after successful commissioning of the work, subject to submission of complete test reports duly verified and accepted by the Engineer-in-Charge, including OTDR and other essential test results as per Railway specifications. After completion of laying, jointing, and termination of Optical Fiber Cable (OFC), comprehensive OTDR testing shall be carried out for each fiber core in both directions (bi-directional testing) in accordance with the latest Railway guidelines and relevant specifications. The test results shall be submitted in acceptable formats and shall conform to prescribed limits, failing which necessary rectification shall be carried out by the contractor at no extra cost before final acceptance of the work.**
- (ii) **The balance 10% will be paid after commissioning and submission of final cable route plan in connection with existing cable route plan & related Drawings, Training towards maintenance, programming, troubleshooting along with necessary handouts, and Necessary software copy in pen drive to run system in future, issue of Acceptance Test certificate by Railway Representative.**
- (iii) **For mixed items where supply and erection cost is taken together 90% of accepted cost shall be paid on installation of the item and balance 10% will be paid on commissioning of each block section.**

Pre commissioning check list for MPLS, Maintenance free earth has been jointly signed by Railways and OEM"s representative and Contractor 's representative in Annexure XXI.

(2) The balance payment may be released against Bank Guarantee of an equal amount on the discretion of the competent authority, if commissioning is held up on Railway's account for a period of more than three months after the installation is tested by the contractor to the full satisfaction of Railways and kept ready for commissioning.

Note: All payments shall be made on the certificate of the Engineer within a reasonable time of the submission of the necessary bills by the contractor. All payments shall be made in Indian rupees. No foreign exchange shall be paid/ arranged by Railways. The tendered shall furnish the Bank account number, name of the bank and bank specific code number.

31.0 OPTION OF "LETTER OF CREDIT" AS MODE OF PAYMENT

- (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 finalized 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 Authorization (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 Authorization.
 - (h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
 - (i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization 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 Authorization 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 Authorization, 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 Authorization 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.

32.0 NIGHT WORKS

The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.

33.0 This Tender complies with Public Procurement Policy order 2017 dated 15.06.2017.

1. Bidder/Tenderer shall comply with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017.

2. As per guidelines issued vide railway board letter no. 2015/RS(G)/779/5 dated 03.08.2017

(i) The minimum local content shall ordinarily be 50%.

(ii) The local supplier at the time of tender or bidding shall be required to provide self-certification in Annexure XVII that the item offered meets the minimum local content and shall give details of the locations at which the local value addition is made. As per railway board letter no. 2015/Tele/15(18)/4 dated 31.10.2019

(iii) If false declarations given by the bidder/Tenderer then they will be in breach of the code of integrity under rule 175(1)(i)(h) of the general financial rules for which a bidder can be debarred for up to two years as per rule 151(iii) of the general financial rules and action as may be permissible under law.

3. For more information refer Public procurement policy issued by Department of industrial policy and promotion and department of Telecommunication.

4. Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the above reference letter.

Local content means the amount of value added in India which shall be total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Note: - Proforma for Declaration Certificate of Local Content is attached in Annexure XX.

34.0 Cable protection work:

(1) Any cable cut occurred during execution of contractor work penalty will be imposed for damage as per Telecom circular No. 17/2013 dated 24.06.2013 and Railway board letter no. 2021/Tele/5(2)/3-Part(1)(3425647) dated 12.06.2023.

(2) Penalty to be imposed for damages to cable shall be as under:

Cable damaged	Penalty per location
Only Quad cable or Signalling cable	1.0 Lakh
Only OFC	1.25 Lakh
Both OFC & Quad	1.5 Lakh
Electrical Cable	1.0 Lakh

(3) Penalty should be levied on the contractor when they work without permission or resort to careless working without making arrangements for protecting cables and other utilities.

35.0 GENERAL CONDITIONS OF CONTRACT

“General Conditions of Contract” (GCC) April 2022 of Western Railway in addition to and/or in part super-session up to latest correction slips” will be applicable in this tender.

General Conditions of Contract” (GCC) April 2022 and latest amendments are attached with tender and Booklet of General Conditions of Contract (GCC) Works Hand Book April 2022 edition/latest edition (**with latest amendments**), may be purchased by Tenderer(s) from Engineering Department of Western Railway at their own cost.

36.0 DISCONNECTION WORKING

The Instant Work also includes establishment of new communication between adjacent stations.

(a) Block Section - Working on Quad/OFC Cable in Block Section between Station "A" and "B" there should be a good jointer available in Block section for jointing along with the necessary help for doing the job to the satisfaction of supervisor In-charge.

(b) At Station – One no. of Technical Person to be placed at each Station "A" and Station "B" during disconnection for any kind of technical support during disconnection/reconnection. Same should be competent for Quad/OFC parameter measurement.

37.0 Telecom Trusted Portal

As per Telecom Circular No. 12/2023 dated 11.10.2023, all Telecom the LTE e-Node-B, cell site routers, switches and the IP/MPLS routers that will be used on Indian Railways, should be got cleared through the Trusted Telecom Portal before the supply of equipment.

Looking to the above Contractor has to ensure and supply above mentioned items after getting clearance from Trusted Telecom Portal.

38.0 Railway Board & Headquarters Guidelines (If Applicable)

All works under this contract, particularly those related to Optical Fiber Cable (OFC), shall be carried out in strict compliance with the latest Railway Board and Zonal Railway guidelines issued from time to time. In addition, the provisions of the following letters shall be mandatory: -

Railway Board: - Letter of Director Telecom -1 No. 2006/Tele/TP/1(3359379) Dt.02.01.2026

Railway Headquarter Letter: - CCE/CCG Letter No.406343 Dt.10.10.2023.

39.0 General Guidelines for Execution of Work (If Applicable)

1. Supply of materials as per schedule of work.
2. HDPE duct for OFC to be supplied as per colour coding scheme and as per Railway printing practices.
3. Site survey to be done before start of execution and survey report to be submitted (according to which type of trenching method will be decided).
4. Existing cables laid CRP will be provided by Railways; survey and markings of existing cables to be done jointly with Railways to avoid cable cuts during excavation work for trenching and laying.
5. Tentative cable route plan to be prepared by tenderer (as per WR practice) and same to be submitted to Railways and got approved by Railways before start of the excavation work for trenching and laying.
6. Placement of cable route markers shall be done as per extant Railway practice.
7. Quality of jointing and splicing shall be ensured by tenderer.
8. On method of excavation work, Railway decision will be final.

9. All testing reports shall be submitted to Railways after laying of OFCs.
10. Any new item/variation related to trenching and cable laying shall be executed at accepted rates/LARs/Market rates (whichever is lower) and same shall be binding on the tenderer.
11. Special precaution shall be taken during working so that existing cables shall not be damaged during work execution.
12. Work shall be executed as per latest guidelines issued from Railway Board/WR HQ in connection with provision of 4×48 fiber OFC.
13. All extant guidelines and instructions of Railways shall be binding on tenderer during execution of work and to complete work in all respects.
14. All parameters of OFC shall be within limits before handing over the same to Railways.
15. Maintenance/upkeeping of OFC laid shall be with tenderer unless officially handed over to Railways.
16. Special precautions to be taken for the OFC (laid in this work) cable protection at bridges/culverts ends, that is proper RCC protection with required grades shall be ensured.

40.0 General Guidelines for Execution of Work (Desirable)

Contractor shall submit a detailed execution scheme including site survey, system design, material approval, installation, testing, and commissioning of CCTV systems as per Railway standards. Work shall commence with joint site survey and submission of drawings within 1st month, followed by approval and procurement of materials by 2nd month. Installation of cameras, cabling, and control equipment shall be completed progressively from 3rd to 7th month. Integration, testing, and trial run of the complete system shall be carried out during 8th month. Final commissioning, documentation, and handing over shall be completed in the 9th month. Regular progress reports shall be submitted to ensure milestone adherence.
