

## **SPECIAL CONDITIONS OF TENDER – ZONAL CONTRACT**

1. Tenders with different rate for different items other than as mentioned in rate sheet will not be considered and such offers will summarily be rejected.
2. Details given in the schedule are intended to give a very rough idea about the type and nature of work likely to be done under the zonal contract. The actual execution of work shall be done as per the work orders placed. This amount can be changed with DEN/Sr. DEN's approval.
3. The contractors will have no right for any of the items of the work mentioned in the schedule being not necessarily given to them nor will they be entitled for any claim if any of the items of work indicated in the schedule are not done are not given to them. Also, if any other type of work is not done as per standard schedule, contractor will have no right to object or claim any compensation.
4. Rates include all freight charges including handling charges and all lead to the site of work for all materials that may be used by the contractor on the work, in respect of distance from source of supply to the site.
5. Work orders for the following works each costing not more than Rs. **Five lacs (Ref: Rly Board's letter no. 2017/Trans/01/Policy dated 18.10.2017)** will be issued to the contractor.
  - a) Construction of one or more units of quarters and improvements to old type quarters each W.O. being less than Rs. **Five lakhs** in value.
  - b) Works costing less than Rs. **Five lakhs** chargeable to amenities to passengers and other structural Engg. Works sanctioned at Divisional level.
  - c) Divisional Engineering works costing less than Rs. **Five lakhs** sanctioned by other departments such as cabins, sheds for transformers etc.
  - d) Annual white washing of service and residential buildings including gang huts and gate lodges in between station.
  - e) Painting of (i) HS Tanks, station building and other service and residential buildings at station etc. (ii) Girder bridges.
  - f) Sanctioned works chargeable to ordinary revenue such as re-roofing repairs to roads etc.
  - g) Any other works costing upto Rs. **Five lakhs** that may be decided by the authorities.
6. The relevant notes appearing in each chapter and sub chapter of the **DSR - 2021** and conditions are applicable to this contract.
7. Charges of 1% will be made by the Railway for the supply by the Railway of piped water from existing pipe line and calculated on the amount of all items of work in respect of which such water has been used by the contractor appearing in the bills payable by the Railway to the contractor and such charges shall be deducted from such dues for payable by the Railway to the contractor from time to time.

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8. All materials which will be used for the work will be as per specifications.
9. Conditions recorded in the General conditions of contract **April-2022** as amended from time to time will be binding on the contractor for the purpose of this contract.
10. Contractor will be responsible for carrying out all precautionary measures to ensure safe working of labours.
11. On completion of the work any left over materials supplied by Rly should be handed over to the Railway such left over materials will be at all times remain the property of the Rly.
12. No forwarding orders will be issued by the Railways for conveyance of contractor's materials tools and plant which may be required for use on the works. The contractor will have to pay full freight charges of public **tariff** or for transport of such materials, tools and plants etc. and these freight charges will not be refunded by the railway.
13. Whenever broken stone or brick ballast mentioned in the body of the specification of any item is to be used only good broken stone as per Rly's specification will be applicable. No brick ballast will be allowed to be used.
14. (a) The currency of this zonal contract will be as per Tender notice.  
(b) For a particular work order, completion period should not exceed 3 months.
15. It should be ensured that as far as practicable, no work orders are approved against the old contract after the opening of the new tenders and all work s of the old contract shall be completed by the end of June. However in exceptional cases if the work order is placed or work is continued after opening of new zonal tender and the rates in newly opened zonal tender happens to be on lower side, the rates for works done after time of opening of new tender, whichever is later, the rates payable will be new zone instead of current zone.
16. In case of emergency contractor will be bound to execute the work on receipt of letter of intent followed by work order from Divisional Engineer even without placing of work order. Contractor shall start the work on receipt of letter of intent of work order only,
17. In case of repairs to quarters service building etc. least inconvenience should be caused in to the inhabitants. The contractor should plan all the activities of repairs, white washing painting etc. to a particularly quarters building simultaneously so that the occupant is disturbed only once. Hence all the items quantities in respect of unit shall be execute in total before the bill can be passed. No part bill shall be paid if only part repairs are done, leaving the unit incomplete. The contractor shall have no claim if ADEN disallows taking measurement in case of haphazard working.
18. A quarterly review shall be made of the zonal contracts. Railway expects prorata progress in respect of zonal contract i.e. 25% of the value of works should be completed by the end of Ist quarter, 50% by the end of IInd quarter so on. In case the contractor fails to execute any of the work/work order, Railway reserves the right to rescind the contract in part and as per clause 62 of GCC and invite fresh tender as per the provision of revised GCC.

**19.** Once work order placed after getting approval of competent authority (if applicable) and if it is not signed by contractor, the work order will be sent by registered post/Speed post and deemed as placed.

**20.** The approximate value of the tender is shown in annexure and also in the schedule attached to tender forms.

**21 (a)** The hire charges for the Railway's plant and materials will be realized from the contractors in case any supply and machine is given to the contractor for use on the work has executed by him. The hire charges will be worked out as per instructions in force. For the purpose of working out the charges of the present day market value of the plant and machinery will be taken into account. The present day market value of machinery and plant (in respective of make) will be ascertained in the month of April every year and the hire charges of this market value will be adopted for the whole year (i.e. from 1<sup>st</sup> April of the particular year to the 31<sup>st</sup> March of the following year).

**b)** It will be discretionary on the part of the Rly whether or not to hire the plant and machinery to the contractor.

**22. Imposing penalty in short closing of a Zonal work on contractor account (Ref:- GM (W)/WCR's letter no. HQ/WG/RB Cir/56 Pt IV/A dated 19.06.14):-**

**a)** The penalty for failing in execution of a work order should be 10% of the work order value.

**b)** After deducting 10% on unsuccessful/uncompleted work order, SD and PG can be released as per rules.

**c)** The cancellation of any work order should be approved by his in charge DEN/Sr. DEN with recorded reasons.

**d)** If agency do not carry out work of a particular chapter or work order is cancelled for a particular chapter of USSOR beyond 25% of amount provided in all work orders, this can be treated as non satisfactory performance and full SD and PG can be forfeited/recovered.

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