

GENERAL CONDITIONS OF CONTRACT

1. AGREEMENT

- 1.1 The successful tenderer, shall within 15 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions, in such form as the RDSO may prescribe, and lodges the same with the RDSO together with the conditions of contract, specifications and schedule of prices referred to therein duly completed. The form(**Form 1**) of agreement is enclosed with this tender document.
- 1.2 In the event of any tenderer whose tender is accepted shall refuse to execute the contract documents, the RDSO may determine that such tenderer has abandoned the contract and thereupon his tender and acceptance thereof shall be treated as cancelled and RDSO shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default.

2. CONTRACTOR'S OFFICE AND STORES DEPOT

The Contractor shall, within a month of issue of letter of acceptance of tender, establish an office and store depot at a convenient place for receiving and storing equipments and materials and progressing field work expeditiously in consultation and with the approval of the purchaser. He shall intimate the purchaser and address thereof to which all correspondence should be sent. Any communication sent to the contractor by post at his said address shall be deemed to have reached the contractor duly and in time. Important documents shall be sent by Registered Post.

3. PERFORMANCE GUARANTEE:

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fail to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
 - (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Deposit Receipts, Pay orders, Demand Drafts and Guarantee Bonds. These forms of

Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;

- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Bank;
- (vi) A Deposit in the post office saving Bank;
- (vii) A Deposit in the National saving certificates;
- (viii) Twelve years National Defense certificates;
- (ix) Ten years Defense Deposits;
- (x) National Defense Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also FDR in favour of Executive Director Finance /RDSO/Lucknow(Free from any encumbrance) may be accepted.

NOTE: All the instruments listed (iii) to (xii) above shall be in favour of Executive Director Finance/RDSO /Lucknow

- (c) The performance Guarantee shall be submitted by the successful bidder after the Letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed 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 shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- (g) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (i) Failure by the contractor to extend the validity of the Performances Guarantee as described herein above, in which event the Engineer may claim the full amount of the performance

Guarantee.

- (ii) Failure by the contractor to pay president of India any amount due, either as agreed by the contractor or determined under any the clauses/conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.

- (iii) The contract being determined or rescinded under provision of the GCC, the Performance

Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

4.0 SECURITY DEPOSIT ON ACCEPTANCE OF TENDER:

- 4.1** The security deposit/rate of recovery/mode of recovery on acceptance of tender shall be as under: -

- (a) The security deposit for each work will be 5% of the contract value.
- (b) The rate of recovery will be at the rate of 10% of the bill amount till the full security deposit is recovered.
- (c) Security deposit will be recovered only from the running bill of the contract and no other mode of collecting security deposit such as security deposit in the form of instruments like BG, FD etc. shall be accepted towards security deposit .

- 4.2** The total security deposit recoverable from a contractor including the amount of earnest money deposited with the tender as given in Clause above will not exceed the security amount recoverable at the rates mentioned above.

4.3 FORFEITURE OF DEPOSIT & REFUND OF SECURITIES:

The security deposit shall be forfeited whenever the contract is rescinded. The Security Deposit unless forfeited in whole or in part according to the terms and conditions shall be released to the contractor only after the expiry of the maintenance period and after passing the final bill based on "no claim certificate". Thus before releasing SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained. The competent authority should issue the certificate regarding the expiry of the maintenance period and passing of the final bill based on "no claim certificate". The competent authority shall normally be the authority that is competent to sign this contract. If the competent authority is of the rank lower than JA grade, then a JA grade Officer (concerned with the work) should issue the certificate.

Further, after the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.

The President shall be entitled to deduct from the said security deposit any loss or damages which the RDSO may be put to by reasons of any act of default on the part of Contractor and may call upon the Contractor to replenish and maintain the deposit at its original limit by making further deposit. In the event of the Contractor failing to deposit within time and in the manner aforesaid the RDSO shall be entitled to cancel the contract and forfeit the security deposit.

- 4.4** No Interest shall be allowed on the security deposit.

4.5 Exemption of Earnest money and Security deposit

Public Sector Undertaking wholly owned by Railways like RITES, IRCON, Konkan Railway Corporation Limited, CRIS, Rail-Tel Corporation etc. are exempt from depositing Earnest Money & Security Deposit.

5. ILLEGAL GRATIFICATION

- 5.1** Any bribe, commission fits or advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant of anyone of his or on their behalf to any officer, or employee of the Railway or to any Person on his or their behalf in relation to the obtaining or the payment of any loss or damage resulting from such decision, and the RDSO shall be entitled to deduct the amounts so payable from and moneys due to the contractor under the contract or any other contracts with the RDSO.
- 5.2** The contractor shall not lend or borrow from or enter into any monetary dealings or transactions either directly or indirectly with any employees of the RDSO and if he shall do so the RDSO shall be entitled forth with to rescind the contract and all other contracts with the RDSO. Any question or dispute as to the committing or any offense or compensation payable to the RDSO under this clause shall be settled by the DG RDSO in such manner as he shall be consider fit and sufficient and his decision shall be final and conclusive.

6. PATENT RIGHT AND ROYALTIES.

The contractor shall indemnify the RDSO from and against all claims and proceedings for or on account of infringement of any patent rights, trade marks or name of other protected rights in respect of any information of materials supposed or used in connection with this contract and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation there to except where otherwise specified, the contractor shall be liable for the payment, if any for the said information or material supplied or used and documentation.

7. FORCE MAJEURE

If, at any time, during the continuance of the contract arrangement, the performance in whole or in part by either party of any obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, Civil commotion, sabotage, fires, floods explosions, epidemics, guarantee restrictions, strikes and lockouts and any statute, statutory rules regulations, orders or requisitions issued by any Government Dept. of a competent authority or acts of God (hereinafter referred to as eventualities) then provided notice of the happening of any such eventuality is given by either party to the other within fifteen days from date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Performance of the contract agreement shall, however, be resumed as soon as practicable after such eventuality has come to an end or ceased to exist. Provided that, if the performance in whole or part of any obligation under the contract agreement is delayed by means of any such eventuality for a period exceeding six months, either party may at his option, terminate the contract agreement provided further that in the event of such

prevention or delay as aforesaid, then, instead of exercising the option, both parties may consult with each other with a view to agreeing between them the action mutually to be taken in order to minimize the effects of such prevention or delay and continue the operation of this contract agreement.

8. USE OF RAILWAYLAND

Use of Railway land, required by the contractor for constructing temporary office, quarters, hutment etc. for the staff and the storing materials etc. will be permitted to him free by RDSO if available. The location of these officers, hutment, stores etc. will be subject to the approval of the Engineer or his representative. The land will be restored to RDSO by the contractor in the same condition as when taken over or in the vacant condition as desired by the Engineer, after completion of the work or any earlier date specified by the Engineer. The failure to do so will make the contractor(s) liable to pay the cost incurred by the RDSO for petty possession of the land.

9. EMERGENCY WORKS.

In the event of any accident or failure occurring in or about the work of arising out for or in connection with the construction completion or maintenance of the work which in the opinion of the Engineer require immediate attention, the RDSO may be with its own workmen or other agency execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor is not in a position to do so in time and charge the cost thereof, as to be determined by the Director Signal-VIII/RDSO/LKO to the contractor.

10. NIGHT WORK.

Notwithstanding the provision in the General Conditions of Contract, 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 contractor/s to carry out the works even at night without conferring any right on the contractor for claiming any extra payment for the same. All arrangement in this connection shall be made by the contractor at his own cost.

11. ELECTRICITY

- 11.1 The contractor shall arrange any electric supply required at site for what so ever purpose. The contractor/s be responsible for the arrangement for obtaining electric supply at his own cost, and the rates quoted shall include the cost of providing electric supply arrangements required for the work.
- 11.2 If required by contractor/s the RDSO may give required assistance by recommending to respective state Electricity Board for giving necessary electric connection to the contractor for execution of works.

12. WATER CHARGES

The contractor(s) shall make his/their own arrangements for potable and other water supply required for the execution of the work as well as his labour. However, if water is supplied by the RDSO, the contractor(s) will have to pay water charges as laid down in the General conditions of contract and in addition, the contractor(s) will have to pay charges as levied by the corporation Municipality.

13. CESS CHARGES

13.1 For contractor's labour employed and residing at station and in colonies where sanitary facilities

exist, contractor will be required to pay cess charges as per rules in force on the RDSO from time to time.

13.2 For labour working between stations or at isolated places where Railway facilities do not exist, the contractor shall be required to provide necessary sanitary facilities for his labour in terms of clause 59 (A) of the General conditions of the contract. In case, of any failure on his/their parts, the necessary facilities shall be provided by the RDSO Administration at the cost of contractor and expenditure thus incurred will be recovered from his/their bills.

14. DEDUCTION FOR TAXES

14.1 Deduction of Income Tax at source as per provisions of Finance Act and Income Tax Act in force shall be made from the Contractor/Sub-Contractor and the amount so deducted may be credited to the Central Government.

14.2 Wherever the law makes it statutory for the Purchaser to deduct any amount towards Sales Tax on

Works Contract, the same will be deducted and remitted to the concerned authority.

15. CONTRACT LABOUR LICENSE

15.1 The contractors are required to produce incense as enjoined in the Govt. of India Contractor Labor (regulation and abolition) Act,1978. They shall not be allowed to undertake or execute any work through Contract labour except under in accordance with a license issued under the said act in that behalf by the authorized licensing officer.

15.2 CARE OF STAFF

No quarter will be provided by the RDSO for the accommodation of the contractor or any of his staff employee or the work. The contractor may be allowed to erect any labour camps for housing the labour at or near the site of works on available Railway land subject to the payment of cess and water charges. The contractor shall at his own cost make all necessary and adequate arrangement for the importation, feeding and preservation of the hygiene of the staff. The contractor shall permit inspection at all times of all sanitary arrangements made by him by the Engineer or his Assistant or the medical staff or the Railway. If the contractor fails to make adequate, sanitary arrangements these will be provided by the RDSO, the cost there of being recovered from the contractor.

16. DAMAGE BY THE ACCIDENTS, FLOODS OR TIDES;

16.1 The contractor shall take all precautions against damages, accident, floods or tide. No compensation will be allowed to the contractor for his plant or material lost or damaged by any cause what so ever. The contractor shall be liable to make good the damage to any structure or part of structure plant or material of every description belonging to the administration lost or damaged during the course of the contractor's work.

16.2 The administration will not be liable to pay to the contractor any charges for rectification or repair to any damage which have occurred from any cause whatsoever to any part of the new/existing structure during construction.

16.3 Damage to railway property: Contractor(s) executing the work adjacent to the existing railway track for e.g. doubling, gauge conversion, yard remodeling etc. will take all care for avoiding damage to the underground overhead services such as S&T cable, electric cables/wires, pipeline/sewer lines etc. They must ensure that the work is started after obtaining the clearance in writing from the Engineer-in-Charge regarding the route for the Telecom/Signaling/Electrical cable/water supply/ sewer lines etc. However, if any damage occurs during the execution, he will immediately report the same to the Engineer-In-Charge and stop the further work till clearance for restarting the work is given by Engineer-in-charge. It may

further be noted that if it is proved that the damage is occurred due to negligence on the part of contractor, the cost of the damage will be recovered from him/them. The decision of Engineer-in-charge will be final and binding upon the contractor(s).

17. VARIATION IN CONTRACT QUANTITIES

17.1 The RDSO shall be entitled at any time before completion of the work as detailed in the contract to increase or decrease the ordered total quantities of each item of schedules shown in contract. The tenderer/contractor shall be bound to execute the following quantities as per agreement rate.

Individual NS items in contract shall be operated with variation of plus or minus 25% of the agreement quantity and payment would be made as per the agreement rate. For this no finance concurrence is required.

17.2 In case on increase in quantity of an individual by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

- a) Operation of an item by more than 125% of the agreement quantity needs the approval of the officer of the rank not less than S.A. grade.
- i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.

- ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of concerned item shall be paid 96% of the rate awarded for that item in that particular tender.
 - iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
- b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
- c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of ED Finance & approval of DG.

17.3 In case where decrease is involved during execution of contract:

- a.) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
- b.) For decrease beyond 25% individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. grade may be taken, after obtaining “ NO CLAIM CERTIFICATE” from contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
- c.) It should be certified that the work proposed to be reduced will not be required in the same work.

17.4 The limit for varying quantities for minor value items shall be 100% (against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.

17.5 No such quantity variation limit shall apply for foundation items.

17.6 As per SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

17.7 For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by

- the authority in whose powers revised value of the agreement lies.
- 17.8 For tender accepted by DG RDSO variations upto 125 % of the original agreement value may be accepted by General Manager.
- 17.9 For tender accepted by Board Members and Railway Ministers variations upto 110 % of the original agreement value may be accepted by General Manager.
- 17.10 The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

18.0 SAFETY MEASURES.

- 18.1 The contractor shall take all possible precautions to ensure that none of his work knowingly or otherwise cause interference to the circuits of equipment in use and give rise to unsafe conditions or dislocation of traffic.
- 18.2 No work shall be taken above or under or adjacent to any line of the Railway in consequence of which it may become necessary to foul any such line or it in any way prejudice the same for safe passage of traffic until look out men and hand signal men as kept by the Engineer or his representative, have taken their duties.
- 18.3 The contractor shall take all precautionary measures in order to ensure the protection of their own personnel moving about are working on the Railway premises, but shall, then confirm to the rules and regulations of the Railway. If and when, in the act of the work there is likely to be any danger to person in the employment of the contractor due to running traffic while working in the Railway siding and premises, the contractor shall apply in writing to the Railway to provide flagman or look out man for protection of such persons. The Railway will, however, decide as to whether it is necessary to post men required to protect the gangs of contractor(s) staff working at site, fireman for various types of work and also the number of such. The Railway shall remain indemnified by the Contractor in the event of any accident occurring in the normal course of risk, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work whether or not the Railway has posted flagman at any particular site of work. The Railway will appoint the flagman and expenses on this account will be charged to the contractor.
- 18.4 While working within station limits especially on passenger platforms the contractor shall ensure that at all times sufficient space is left for free movement of passenger traffic. He must barricade the excavations carried out in areas and continue to maintain these, till the work is completed with a view to avoid any accident to the public or to Railway staff.
- 18.5 The work must be carried out most carefully without any infringement of the Indian Act or the General and Subsidiary Rules in force on the Railway in such a way that they do not hinder Railway operation nor effect the proper functioning or damage any Railway equipment, structure or rolling stock except as agreed to by the Railway provided that all damages and disfiguration caused by the contractor at his own expenses failing which the cost of such repairs shall be recovered from the contractor.
- 18.6 If a safety of track etc. is affected, as a consequence of work under taken by the contractor, the contractor shall take immediate steps to restore normal condition. In case of delay, the RDSO shall, after giving due notice to the contractor in writing take necessary steps and recover the cost from the contractor.

- 18.7 No work including testing and commissioning of working gears, internal wiring, cable termination etc. should be done unless and until contractor's technical supervisor is present at site and has been authorized by RDSO.
- 18.8 The contractor will programme his work in such a manner so as not to interfere in the working and movement of trains. No extra payment shall be allowed on this account and for taking any precautions or wastage of contractor's labour, time etc. to trains working.
- 18.9 No contractor's vehicle should ply adjacent to running lines.
- 18.10 Contractor(s) executing the works adjacent to the existing Railway track for e.g. doubling, gauge conversion, yard remodeling etc. will take all care for avoiding any damage to the underground / OH services such as S&T cables, electric cables, wires, pipe lines / sewer lines etc. they must ensure that the work is started after obtaining clearance in writing from the Engineer in- charge regarding the route for Telecom/signaling/electrical cables/water supply/ sewer lines etc. However if any damage occurs during execution, he will immediately report the same to the Engineer In- charge and stop the work further till clearance for restarting the work is given by the Engineer In- charge. It may be further noted that if it is proved that damage is occurred due to the negligence on the part of the contractor, the cost of the damage will be recovered from him/them. The decision of the Engineer In- charge will be final and binding upon the contractor(s)
- 18.11 Fencing at work: Contractor (s) while executing the work of gauge conversion/doubling, yard remodeling etc. shall provide suitable fencing/ barricading to protect/segregate the existing Railway line from any damage and untoward incident, as per the directions or plan approved by Engineer In- charge. The payment for barricading/ fencing shall be paid under the relevant NS item as given in the schedule. No work will be started till the fencing /barricading is provided and clearance in writing is issued by the Engineer In- charge.
- 18.12 Safety Gears: During execution the work, contractors shall ensure that all safety precautions are taken by their men to protect themselves and site to prevent any untoward incidence. In this regard contractor will ensure that adequate No. of safety helmets, safety belts, safety jackets with reflective arm band, rope, ladders emergency lights etc. are available at site before the work is actually started. The above list is only indicative and is not exhaustive and safety item will be arranged as per the requirement. Railway reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard. Decision of the Engineer In-charge will be final and binding upon the contractor. The cost of all the safety gears is deemed to have been included in the rates quoted and nothing extra is payable under this contract.

19.0 SITE CLEARANCE

At the end of the work at the station, the contractor shall as part of his contractual obligation leave the area completely cleared of rubbish and obstructions of all kinds according to the instructions of the **Railway's** representative. Besides he will take all necessary steps in the course of the execution of the work to avoid the presence of loose earth and ballast on the platform in drains on the track formations and path ways in the vicinity. If within a fortnight of completion of the particular item at the site of work, the refuge is not cleared the Railway will arrange to get them removed at the cost of the contractor. However, before the Railway actually gets the site cleared, intimation in writing shall be sent to the contractor.

20.0 PROGRAMME OF WORK/OBLIGATION TO CARRY OUT ENGINEER'S INSTRUCTIONS.

- 20.1 The Contractor shall have necessary resources to execute the work so that the entire work is completed within a period as mentioned in tender documents from the date of issue of Letter of Acceptance of Tender. The priority of each item for taking up the work shall be as decided by the Railway and the contractor shall take up the work only as per the order of priorities assigned by the Railway for the purpose.
- 20.2 Within a period of 15 days beginning from the date of issue of the letter of acceptance the tenderer shall submit the detail time schedule for the execution of work based on the conditions in consultation with RDSO to the authority mentioned in the preamble and approved by the later in writing before commencement of work.
- 20.3 The engineer incharge will also decide priorities location-wise as well as priority in respect of inside vis-à-vis outside work based on completion of other activities from Railway side like Civil Engineering Work and Contractor shall abide by the same.
- 20.4 Contractor will deploy additional staff including supervisors, artisan, skilled and semi-skilled etc. during N.I. period to ensure that the commissioning of the entire work is completed as per the block or non-interlocking plans by RDSO. In case the Contractor/s is/are not able to deploy adequate manpower during N.I. and Railway's labour/manpower is to be deployed for the purpose to complete the work in time., the expenditure incurred by Railway towards employment of such staff shall be deducted from the Contractor's payment.
- 20.5 The contractor will programme his work in such a manner so as not to interfere in the working and movement of trains. No extra payment shall be allowed on this account and for taking any precautions or wastage of contractor's labour, time etc. due to train working.
- 20.6 The Contractor shall be held responsible for the execution of the works according to the time schedule given in the tender document for the execution of the work in full compliance of the specifications and the various clause of the supplement "Technical" specifications. Failure to comply with any of these will be dealt with as per provisions laid down in the General Conditions of the Contract and instructions for tenders of the Engineering Department of the Zonal Railways on whose jurisdiction the work falls.
- 20.7 The contractor on his part will have to employ labour in full strength commensurate with working area available. He will also arrange matching materials and equipment to complete the job most expeditiously so as to ensure that the work is completed in phases with the stipulated period.

21.0 PROGRESS REPORTING:

- 21.1 The contractor shall submit to RDSO at his own cost periodic progress reports at regular intervals regarding the state and progress of work. The details and pro-forma of the report will mutually be agreed after award of the Contract. Such reports shall be for daily man power, equipment and plant development, weekly work progress and monthly progress review reports. All actions as directed by Railway pursuant to such reports shall be promptly attended to by Contractor.
- 21.2 The purchaser's engineer shall also conduct monthly meetings with the contractor to assess and

review the programme of works. The action proposed to progress the work as planned, difficulties, assistance required etc. shall be clearly brought out and remedial action taken. The minutes of these meetings shall be jointly signed by Railways and contractor.

22.0 ENGAGEMENT OF STAFF

The Contractor/s shall employ the following technical staff during the execution the work:

- 22.1 The Contractor should nominate a Competent Supervisor/Engineer as his representative on the works who will be authorized to receive and acknowledge materials issued by the Railway and take all orders issued by the Inspecting Officer of the Railway.
- 22.2 Inspection Register shall be maintained at the site of work by the Railway where in instructions regarding the working etc. shall be recorded by the Engineer or his executive subordinates. It is expected of the contractor or his representative at the site to note such instructions whenever asked upon to do so and take action accordingly.
- 22.3 No facility whatsoever e.g. provision of approach road and provision of temporary level crossing etc. will be provided by Railway for carting materials. Approach roads within the Rly. Limits can be used for carting materials.
- 23.0** In term of provision of new clause 26A.1 of the General Condition of Contract (GCC) contractor shall also employ following qualified Engineers during execution of the allotted work:
 - 23.1 One Qualified **Graduate Engineer** when cost of the work to be executed is Rs.200Lakh and above, and
 - 23.2 One **Qualified Diploma Holder Engineer** when cost of the work to be executed more than Rs. 25lakh but less than 200.Lakh.
 - 23.3 Further in case the contractor fail to employ the Qualified Engineer, as aforesaid in para 21.4 above, he ,in term of provisions of clause 26A.2 to the General Condition of Contract (GCC).Shall be lible 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 condition in Para 21.4(a) and 21.4(b) above respectively.

24.0 DEFAULT AND DELAY

The contractor shall execute the work with due diligence and expedition, keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him or comply with any reasonable orders given to him in writing by the Purchaser's Engineers in connection with the work or contravene the provision of the contract or the progress of work lags persistently behind the time schedule due to his negligence the purchaser shall be at liberty to give seven days notice in writing to the Contractor requiring him to make good the neglect on contravention complained of and should the contractor fail to comply with the requisitions made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly

or in part out of the contractor's hands without any further reference and get the work or any part thereof, as the case maybe, completed by other agencies at the expenses of the contractor without prejudice to any other right or remedy of the Purchaser.

25.0 EXECUTION OF WORK:

All the work shall be executed in strict conformity to the provisions of the contract document and according to detailed drawings, specifications and instructions as may be approved from time to time by RDSO based on detailed design and engineering carried out by contractor in line with requirements as per contract document. The contractor shall be responsible for ensuring that the work throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications and as per sound industrial practices and to the entire satisfaction of the RDSO. In case of any doubts regarding any particulars of construction and any ambiguities in the plans, the decision of the purchaser's engineer shall be final and binding on the contractor

26.0 SETTING OUT WORKS

26.1 The contractor is to set out the whole of the work in consultation with the engineer or an official to be deputed by the Engineer and during the progress of works to amend on the requisition of the Engineer any errors, which may arise there in and provide efficient and sufficient staff and labour thereon. The contractor shall also alter or amend any errors in the dimension lines on levels to the satisfaction of the Engineer or his authorized representative without claiming any compensation for the same.

26.2 The contractor shall provide, fix and be responsible for maintenance of all stocks, templates, profiles, landmarks, points, burjies, monuments, center line pillars, reference pillars, etc. and shall take all necessary precautions to prevent their being removed altered or disturbed and will be responsible for the consequence of such removal, alterations or disturbance and for their efficient reinstatement.

26.3 The contractor shall protect and support, as may be required or as directed by the Engineer, all building, fences, walls, towers, drains, road paths, waterways, foreshores banks, bridges, Railway ground and overhead

electric lighting, the telegraphs/ telephones and crossing water service Main pipes and cables and wires and altogether matters and things of whatever kind not otherwise herein specified other than those specified or directed to be removed or altered which may be interfered with or which likely to be affected disturbed or endanger by the execution completion of maintenance of the works and shall support provided under this clause to such cases as directed by the Engineer. No payment shall be made by the Railway to the contractor for these works on account of delay for re-arrangement of road traffic or in the contractor having to carry out the short lengths and in such places as per conditions and circumstances may warrant. These will not form the basis of any claim and or dispute for compensation of any kind.

27.0 STUDY OF DRAWINGS AND LOCAL CONDITIONS

27.1.1 The drawings for the works can be seen in the office of the Director Signal-VIII/RDSO Lucknow. It should be noted by tenderer/s that these drawings are meant for general guidance only and the RDSO may suitably modify them during the execution of the work according to the circumstances without making the RDSO liable for any claims on account of such changes.

27.1.2 The tenderer/s is/are advised to visit the site of work and investigate actual conditions regarding nature and conditions of soil, difficulties involved due to inadequate stacking space, due to built up area around the site, availability of materials water and labour probable sites for labour camps, stores, godowns, etc. They should also satisfy themselves as to the sources of supply and adequacy for their respective purpose of different materials referred in the specifications and indicated in the drawings. The extent of lead and lift involved in the execution of works and any difficulties involved in the execution of work should also be examined before formulating the rates for complete items of work described in the schedule.

27.1.3. The RDSO Administration reserves the right to modify the plans and drawings as referred to in the special data and specifications as also the estimate and specifications without assigning any reasons as and when considered necessary by the RDSO. The percentage rates for the schedule items and items rates for the non-schedule items quoted by the contractor as may be accepted by the RDSO will, however, hold good irrespective of any changes, modifications, alterations, additions, omissions in the locations of structures and detailed drawings, specifications and/or the manner of executing the work.

27.1.4. It should be specifically noted that some of the detailed drawings may not have been finalized by the RDSO and will, therefore, be supplied to the contractor as and when they are finalized on demand. No compensation whatsoever on this account shall be payable by the RDSO Administration.

27.1.5 No claim whatsoever will be entertained by the RDSO on account of any delay or hold up of the work/s arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and the site layout plans or details drawings and design and or late supply of such material as are required to be arranged by the RDSO or due to any other factor on RDSO Accounts.

28.0 OTHER RAILWAY STORES.

28.1 If any material included in the list of materials to be supplied by the contractor is supplied by the Railway either at the contractor's request/or suo moto in order to prevent any possible delay in the execution of the work likely to occur due to the contractor's inability to make adequate arrangements for supply, as also his failure to return excess unused material supplied by Railways, then recovery will be made from contractor's bill at the book rate or the last purchased rate or the prevailing market rate whichever is higher plus 5% on account of initial freight and 2% on account of incidental charges together with supervision charges at 12-1/2% of the total cost inclusive of material, freight incidental

charges. Freight between the Railway sources of supply and the site of work shall be to the contractor's account. If, however, the material required by the contractor is not available in Railways stock or the Railway decides not to supply the same be that for whatever reasons, the Railway shall not be bound to arrange for the supply at the cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in execution of works.

29.0 SUPPLY OF MATERIALS;

29.1 MATERIAL TO BE SUPPLIED BY RAILWAYS

29.1.1 The material to be supplied by Railways free of cost is given in Volume-1. The contractor will take this from the Railway stores as indicated in Volume-1. The quantities would be determined by Railways according to the quantum of work to be done. Contractor shall be responsible for checking before taking delivery, whether all the materials given to him are in good condition. The contractor or his representatives shall give receipt of the material taken on prescribed proforma as per Form No.5, Clearly mentioning the details of material and the quantities received. The left out of unused material shall be returned to the stores (as indicated in Vol. I) by the contractor and no extra charges shall be paid by Railway. The contractor shall arrange transportation of material from Railway stores to the site of work. The contractor is entirely responsible and shall bear all expenses for loading, transportation and unloading of all materials, equipment, machines, tools and plants etc. from the place of supply to the Railway stores depot as indicated in Volume-1. The contractor at his cost will do loading and unloading of the same to the site. The responsibility for damage to any equipment during transportation and till it is taken over by Railway after commissioning of the link shall be that of tenderer.

29.1.2 All the materials supplied by the Purchaser shall be correctly accounted for and the quantities reconciled on completion of the work by the contractor. On completion of the work all surplus materials supplied by the Purchaser together with the one found defective or that have become defective or broken on account of defective materials and/or workmanship shall be returned to him by the contractor. From contractor's bill, recovery for the failure to return unused material referred to above shall be made as per clause 28 of Conditions of Contract Chapter-2 Volume-II.

29.1.3 In case of supply of cable by Railways, the cable will be supplied to the contractor upto an extent of cable length at a time i.e. in correspondence to the trenching. The contractor will submit timely request to the Railway for the supply of cable in correspondence with the trenching ready in all respects.

29.1.4 If at any time, material which the contractor/s should normally have to arrange himself/themselves, are supplied by the Railway either at the contractor's request or in order to prevent any avoidable delay in the execution of work due to the contractor's inability to make adequate timely arrangements for supply thereof or for any other reason, recovery will be made from the contractor's bill either at the market rate prevailing at the time of supply or at the book rate which ever is higher, plus fixed departmental charges viz. freight at 5% incidental charges at 2% and added on total cost supervision charges at 12¹/₂%. No carriage or incidental charges will be borne by the Railway. The contractor cannot, however, claim as a matter of right the issue of such material by the Railway which he/they is required to arrange himself/themselves in

accordance with the terms and conditions of this contract.

29.1.5 The contractor shall be responsible for the safe transport custody and storage of all Railway materials issued to him and he will be liable to make good the loss due to any cause whatsoever, that may be suffered by the Railway on this account. Special precautions should be taken in respect of cement while transporting cement, steps should be taken to safeguard against cement becoming damp or wet due to moisture or rain. The contractor will also be responsible for storing cement in damp proof conditions at site of work at his own cost in accordance with the standard specifications. The Engineer shall decide whether the cement stored in the godown is fit for the work and his decision shall be final and binding on the contractor/s.

29.1.6 The contractor should supply a schedule showing the requirements of explosives/materials required to be supplied to him by the Railway based on detailed plans. The materials will be arranged by the Railway according to this schedule unless otherwise modified by the Railway due to additions or alterations in the approved plans. No claim whatsoever will be entertained by the Railway on account of late supply of such materials as are required to be arranged by the Railway.

29.2 MATERIAL TO BE SUPPLIED BY CONTRACTOR

29.2.1 The materials to be supplied by the contractor as per schedules enclosed with the tender document will be procured from RDSO approved sources if the item appears in RDSO approved list. In case of items not appearing in RDSO approved list of material, the material shall be procured from reputed suppliers or their authorized representatives, shall be of best quality and shall conform to relevant specifications, design and drawings duly inspected by RITES/ RDSO/Rly. Consignee. The contractor may be required to produce test certificates from the manufacturers whenever called for by the Engineer in Charge.

29.2.2 Before procuring the material to be supplied by contractor, the contractor shall submit the names and addresses of Suppliers from whom it is proposed to procure the materials required to be supplied in the tender and shall take approval of railways for the same.

29.2.3 All materials required for the execution of the contract other than those specifically shown as being supplied by the Railways in this document shall be arranged and supplied by the contractor as detailed in the scope so as to realize the end objectives. The material supplied and used by the contractor shall be best quality available.

29.2.4 Materials used in the work by the contractor shall conform to the RDSO Standard

Specifications and the relevant I.S.I./I.R.S Specifications, and should be approved by the Engineer before utilizing them on works.

29.2.5 No loading, unloading, lead, lift, stacking, octroi, sales tax, toll tax, royalty or any other charges will be paid for the materials, tools and plants and tools arranged and brought by the contractor to the site of work.

29.3 SUPPLY OF TECHNICAL LITERATURES, DOCUMENTATION, DRAWINGS & COMPLETION PLANS ETC.

29.3.1 The supply of equipment and materials shall include supply of the original equipment manufacturers

with each equipment. software documentation required for the equipment.

29.3.2 Except where printed documents are supplied with each equipment by original equipment manufacturer, all other documentation and information shall be prepared using CAD. All the documentation and drawings etc. shall be supplied in two sets of floppies. The drawings etc. shall also to be supplied in duplicate on J.K. Copier/map litho white paper to facilitate taking out copies on plain paper copier. In addition four complete sets of such documents shall also be supplied for ready use duly bounded in good plastic folders.

29.3.3 The supply of equipment and materials shall also include necessary documentation related to training on the maintenance of equipment in sufficient number of copies and one video cassette to the extent specified elsewhere in this agreement.

29.3.4 Other than the material to be supplied as per the schedule, Volume-1 indicates the list of materials to be supplied by the contractor free of cost but not limited to, as required for completing the work

as per standard plans, drawing etc. In addition to the above, if any other petty material, which may be considered necessary for execution of the work according to specification of drawing is required, the same shall be supplied by the contractor free of cost.

29.3.5 No extra charges shall be paid to the contractor towards carriage, loading and unloading and handling etc. of the above materials indicated above required for execution of the work and the rates quoted by the contractor shall be inclusive of all such charges.

29.3.6 The contractor shall be responsible for undertaking repairs, if any, to crates, cable drums packing

cases etc. for safe transport of materials from Railways specified depot to the site of work. No extra payment will be made on this account.

30.10 STORAGE OF MATERIALS

The storage of materials, tools and machinery used by the contractor shall be done in an orderly manner and anything used by the contractor for the execution of the work should in no way cause danger or hindrance to the working of the Rly or to the movement of its staff or passengers.

31.0 TESTS & MEASURING INSTRUMENTS, SPECIAL TOOLS AND INSTALLATION MATERIAL

31.1 The contractor shall make such tests as may be necessary to demonstrate to the satisfaction of the RDSO that the apparatus and the system as installed are in accordance with the specification and contract. The contractor shall provide such instrument and apparatus as may be necessary for conducting such tests.

31.2 The following tests on equipment and installation shall be made (in addition to tests enumerated in

draft Indian railway standard specification No. RDSO/SPN-13 for "Electrical signaling and interlocking fitting" and tests specified in Clause-27 of the General Conditions of Contract).

- 31.2.1 Service tests to determine that protective device function as intended.
- 31.2.2 Service test to determine that control system function as intended.
- 31.2.3 Test to determine that all circuits conform to approved circuit plan by individually electrically checking each contact/selection.
- 31.2.4 Test of all electrically operated devices to determine that its electrical operating characteristics are in accordance with specifications designated by the Railway.
- 31.2.5 Test of insulation resistance of each completed circuit in accordance with engineering's instruction.
- 31.2.6 The insulation resistance shall be not less than as specified in the Telecom manual/Signal Engineering Manual issued by the Ministry of Railways.
- 31.2.7 The responsibility of fault location of the defective or inoperative installation during the execution and testing restoration thereof shall be that of the contractor.
- 31.2.8 The contractor shall co-operate in conducting tests and trials and wherever defects/deficiencies are required to be attended to or made good, will be complied with promptly.

32.0 INSPECTION OF MATERIALS/ INSPECTION OF INSTALLATION.

In addition to what is indicated in General Conditions of Contract, following shall also be adhered to by Tenderer:-

32.1 INSPECTION

- 32.1.1 The Railway will carry out inspection of all materials to be supplied under this contract. The insp. charges of inspection will be to the Railway's account subject to other provisions here-in contained. The contractor shall give at least 4 weeks notice to the purchaser or his nominee to enable him to arrange necessary inspection.
- 32.1.2 Materials appearing in RDSO approved list as per IRS/RDSO design or specification shall be inspected by RDSO before they are finally used in works. Materials other than this will be inspected by purchaser/Engineer or his representative/RITES. RDSO shall also be inspected telecom items of DOT/TEC specification, which are inspected by RDSO usually.
- 32.1.3 In case RDSO do not inspect an item on account of item being of small value or shows inability to inspect the material for any reasons, consignee or any other Railway representative may inspect the same.
- 32.1.4 Materials put up for inspection shall be exactly for the type and quantity laid down in the schedule of works. Any variation shall require the prior approval of the Railway before the material is manufactured or tendered for inspection.
- 32.1.5 Railway's Engineer will, inspect and test the work at all stages and shall have full powers to reject all or any work that may be considered defective or inferior in quality of material of poor workmanship or design. The contractor shall carry out such tests at his cost as are necessary in the opinion of the Railways to ensure necessary compliance of the specifications of the contract.
- 32.1.6 All material brought to site can be erected only after inspection and acceptance by the Engineer incharge or his authorized representative.
- 32.1.7 During the execution of the contract, samples may be taken for the purpose of test and/or analysis under the conditions laid down in specifications, such samples to be prepared for testing and forwarded to the testing agency and shall be free of all cost of the Railway.

32.1.8 The contractor will be called upon to pay all the expenses incurred by the Railway in respect of any work or materials found to be defective or of inferior quality, adulterated or otherwise unacceptable.

32.1.9 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 period of one month from the date the complete system is taken over. For the purpose of taking over, joint inspection will be carried out by RDSO. 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.

32.1.10 The contractor shall advise the RDSO 15 days in advance the time when he will complete his portion of the work and be ready for inspection. The RDSO will make inspection after the advice of completion of work is received from the Contractor.

32.1.11 Although the RDSO shall inspect the contractor's portion of the work as indicated above, it is possible that certain defects may appear at the time of installation. The contractor shall be responsible to rectify these defects to the satisfaction of the RDSO.

32.1.12 During inspection of installation by Railway Engineer the contractor shall make such tests as would be necessary to demonstrate to the satisfaction of the Railway that the work as completed by him is in accordance with the specifications of the contract. The contractor shall provide such instruments and apparatus as may be necessary for making these tests.

33.0 QUALITY ASSURANCE

33.1 The tenderer shall submit along with the tender the quality control plan including full details of in-house quality assurance organization, procedures and documentation. During the manufacturing process, proper record shall be maintained for the inspection and test carried out according to this plan. In the event of Railways waiving off the inspection, all tests provided in the test schedules approved by Railways shall be carried out by the quality assurance organization and proper record of all such tests and results thereof shall be maintained and supplied to Railways on demand.

33.2 The contractor shall give the Railway or inspecting authority nominated by Railway clear 10 days

notice/or more if required for inspection of material so as to ensure that the progress of works is not delayed on this account in any manner. All the letters submitted to the inspecting authority shall be given to the Engineer in charge after due acknowledgment from the inspecting authority.

34.0 INSPECTING OFFICER - POWER OF REJECTION

34.1 Inspecting Officer will have powers to reject the store, if they are not in accordance with the contract or owing to the adoption of any unsatisfactory method of manufacture.

34.2 To reject any stores submitted as not being in accordance with the particulars.

34.3 To reject the whole of the installment tendered for inspection if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.

34.4 To mark the rejected stores with a rejection mark, so that they may be easily identified if resubmitted.

34.5 The Inspecting officer's decision as regards the rejection shall be final and binding on the contractor.

35.0 CONSIGNEE'S RIGHT OF REJECTION

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 within a reasonable time after actual delivery thereof to him at the place or destination fixed 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.

36.0 REJECTED STORES

36.1 When any stores delivered at the consignee's depots are rejected, the contractor shall remove this within 21 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 purchaser or his nominee shall have the right to dispose of such stores, as deemed fit, at the contractor's risk and account.

36.2 The purchaser shall also be entitled to recover from the contractor, handling and ground rent/demurrage and any other charges for the period the rejected stores are not removed after the aforementioned period.

36.3 The contractor either at the station where they were rejected or at the station from which they were dispatched may take back stores that have been dispatched by rail and rejected after arrival at destination. If the contract is placed for delivery F.O.R. station of dispatch, the contractor shall pay the carriage charges on the rejected consignment at public Tariff Rates from the station of dispatch to the station where they were rejected. If the contractor prefers to take back the goods at the station from which they were dispatched, the goods shall, in addition, be booked back to him, freight to pay at Public Traffic Rates and at owner's risk.

37.0 CONSEQUENCES OF REJECTION

If on the stores being rejected by the Inspecting Officer or consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be liberty to: -

- 37.1 Request the contractor to replace the rejected store forthwith but in any event not later than period of 21 days from the date of rejection and the contractor shall bear all the cost of such replacement, including freight, if any on such replacing and replaced stores but without being entitled to any extra payment on that or any other account.
- 37.2 Purchase or authorize the purchase of quantity of the stores, rejected or others of a similar description (when stores exactly complying with the particulars are not readily available, in the opinion of the purchaser, which shall be final), without notice to the contractor, at his risk and cost and without affecting the contractor's liability as regards to the supply of any further installment due under the contract, or,
- 37.3 Cancel the contract and purchase or authorize the purchase of the stores or other of a similar description (when stores exactly complying with the particulars are not readily available, in the opinion of the purchaser, which shall be final) at the risk and cost of the contractor. In the event of action being taken under sub-clause above or this sub clause, the provisions relevant clause of the General Conditions of Contract, shall apply as far as applicable.
- 37.4 Where under a contract, the price payable is fixed on F.O.B. part of export or F.O.R. dispatching station, the contractor shall, if the stores are rejected at the destination by the consignee, be liable in addition to his other liabilities including refund of price recoverable in respect of the stores so rejected, to reimburse to the purchaser, the freight and all other expenses incurred by the purchaser in this respect.

38.0 SPECIFICATION, DRAWING, REQUISITES AND REQUIREMENT

- 38.1 Specifications, drawings, requisites and requirements referred to in the body of this specification form an essential part thereof, The sources from which the drawings & specifications referred to in this Tender can be obtained from office of Director Signal-VIII, RDSO, Lucknow
- 38.2 The installation shall comply with the requirements of the Telecom manual/Signal Engineering Manual and General and Subsidiary Rules as applicable, it shall also conform to the Schedule of Dimensions and the Rules
- for Opening of Railways. These books are available with Hd.Qrs. Office, Baroda House, as well as the concerned field unit executing the work and can be given on loan if required for reference. Besides these, installation shall comply with specifications and requirements as per tender schedule.
- 38.3 If, in the opinion of the tenderer, he is in a position to offer additional facilities and safeguards that have not been covered by these specifications, full and complete details of the facilities and the safeguards with their costs shown separately, must be furnished with the tender.

39.0 EXCEPTED MATTERS

- 39.1 All measurement, method of measurement, meaning and inter specification and interpretation of special condition of contract, given and made by the RDSO or by the Engineer shall be final & binding and shall be considered excepted matters in terms of condition No.63 of the RDSO Engineering department General condition of contract, regulations and instructions for TENDERERS and standard forms of contract (1999) as corrected up to date.

40.0 MEASUREMENT

- 40.1 The representative of the Engineer and contractor shall undertake jointly the measurement of quantities for the purpose of payment in the course of and on completion of work item-wise as included in the schedules attached hereto.
- 40.2 The measurement of quantities shall be made only after ensuring conformity with the specifications and various clauses of the supplement "Technical Specification", and additional Technical Specification/Installation practices.

41.0 RATES FOR PAYMENT

- 41.1 The rates given in the attached schedule of rates tendered by the contractor and as accepted by the RDSO will form the basis of payment for such items under this contract.
- 41.2 No material price variation or wages escalation on any account whatsoever the Compensation for 'Force Majeure' etc. shall be payable under this contract except price escalation clause payable as per price escalation clause, if any, provided separately in the tender documents.
- 41.3 The rates for any item of work not included in the (Schedule of Items, Rates and Quantities) and which the contractor may be called upon to do by RDSO Administration shall be fixed by the supplementary written agreement between the contractor and the RDSO before the particular item or items of work is/are executed. In the event of such agreement not being entered into and executed the RDSO may execute these works by making alternative arrangements. RDSO will not be responsible for any loss or damages on this account.
- 41.4 The contractor shall work in close co-operation with the contractors, departmental staff working in the adjacent sections of railway & local authorities.
- 41.5 It should be specifically noted by the tenderers that no separate loading, unloading and leading charges for materials (which are supplied by the RDSO) shall be paid for by the RDSO and the rates quoted by the tenderer/s shall be inclusive of all these charges.
- 41.6 The item nos., description, units and rates given in schedule of rates are as per Railway Standard Schedule of Rates 1996 and any discrepancy during the execution of the work in the working rates, quantity and units etc. should be rectified by reference to the printed schedule of rates which be treated as authority and will be binding on the contractor.
- 41.7 Should there arise any items which may be necessary for the completion of work but which does not appear in the Schedule of Items, Rates and Quantities attached with tenders, its rate will be fixed by analysis of actual inputs of all types including labour and material or derived from the labour and material rates given in the Railway Standard Schedules of Rates 1996. The rates for such non-scheduled items occurring during the course of construction shall be payable subject to the approval of the

competent authority.

- 41.8 No items or work requiring non-schedule rates will be carried out unless ordered to do so by the Engineer. The rates derived from the Railway Standard Schedules of Rates 1996 will be subject to percentage above or below tendered by the contractor. Payment for the work done will be made to the contractor only when the formal agreement has been executed between the parties.

42.00 ON ACCOUNT PAYMENT FOR ITEMS OTHER THAN ITEM OF SUPPLY

42.1 DEDUCTION FROM ON ACCOUNT PAYMENT BILLS:

- 42.1.2 1
All costs, damages or expenses, which Railways may have paid or incurred, which under the provisions of contract are Contractor's obligations will be deducted by Railways from progress payment Bills/Invoice of contractor, as and when it is understood that such an expense has been incurred or paid for.

- 42.1.2 All such claims of RDSO shall, however, be duly supported by appropriate and certified vouchers, receipts or explanations as are available to enable the contractor to identify such claims.

42.1.3 ON ACCOUNT payments

- 42.1.4 "ON ACCOUNT" payment shall be made separately for each item/sub item of work given in the

Schedule of work. The bill shall be submitted by the contractor for each item of work as has been executed by him. .

42.1.5 FINAL PAYMENT :

On the Engineer's certificate of completion in respect of the works adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements of the total quantity of work executed by the Contractor up to the date of completion and on the accepted schedule or rates and for extra works on rates determined under GCC Clause 39 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the RDSO in respect of the works or having delivered "No Claim" Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been

42.1.6 FINAL SETTLEMENT:

On expiry of the warranty period and issue of the certificate of final acceptance of the entire

installations the security deposit will be refunded or Bank Guarantee released to the Contractor after adjustment of any dues payable by the contractor.

42.1.7 SUBMISSION OF BILLS

The supplier/contractor should insert the following clause in the bill while claiming payments for supplies: -“We certify that no additional duty set offs, on the goods supplied by us have accrued under the MODVAT Scheme in force on the date of supply after we submitted out quotations submitted the present bill”.

42.1.8 LIEN IN RESPECT OF OTHER CONTRACTS:

Any sum or sums of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the purchaser against any claim of this or any other Railways or any other department of the Central Government in respect of payment of a sum of money arising out of or under any this or any other Railway or any other department of the Central Government.

43.0 MAINTENANCE AND SUPERVISION OF INSTALLED GEARS

43.1 MAINTENANCE OF WORKS

The contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the tender form or **six months** which ever is more after the date of passing of the certificate of completion by the Railway representative or any other earlier date

subsequent to the completion of the works that may be fixed by RDSO representative be responsible for and effectively maintain and uphold in good, substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times, as often as the Railway's representative shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or instruction or civil riot, and the contractor shall be liable for and shall pay and make good to the Railways or other persons legally entitled thereto whenever required by the RDSO representative so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to, by reason or in consequence of the operations of the contractor or his failure in any respect.

43.2 SUPERVISION OF INSTALLED GEARS

43.2.1 After the equipment has been commissioned & placed in service and Provisional Acceptance certificate issued by Purchaser's Engineer, the contractor shall be responsible for proper maintenance supervision of the equipment for a period of six months from the date of commissioning. For this purpose he shall prepare a maintenance plan and make available the services of qualified maintenance engineer stationed at the location approved by Purchaser's Engineer who will guide and supervise the work of Railways maintenance staff. The maintenance Engineer of the tenderer will visit all the stations at least once in a month and attend to any fault on the systems.

43.2.2 During this period of maintenance supervision if any lacuna is noticed in the functioning as a result

of any defect in design or manufacture, the same will be rectified by the contractor free of cost. During such rectification if any faulty equipment/modules need replacement or repair, they shall be provided by the contractor from the set of equipment or modules that the contractor should bring to the site of installation in addition to all the materials to be supplied against this contract. Use of spare modules covered under the Schedule of material of this tender shall not be permitted to be used during installation, commissioning and maintenance supervision period without personal approval of purchaser representative. Spares, so issued under unusual circumstances, should be replaced by the firm within seven days of the issue of spares.

44 PROVISIONAL ACCEPTANCE:

44.1 Immediately after the completion of the work at stations the contractor shall certify and advise the purchaser in writing that the installation is (i) complete, (ii) ready for satisfactory service and (iii) ready to be handed over. He will also place at the disposal of the purchaser the required staff for inspection, testing and putting it into operation.

44.2 The test or tests specified in Section - III , Technical specification will be conducted jointly by the purchaser and contractor as soon as possible after receipt of advice of completion of one sub-section by the purchaser from the contractor. The test schedule shall be furnished by the tenderer which will be modified by mutual discussion between the contractor and RDSO before finalization. Any component, modules, sub-assemblies or equipment failing during the commissioning test shall be replaced/repared free of cost by the tenderer.

44.3 Purchaser's Engineer shall issue a Provisional Acceptance certificate for successful

commissioning of whole system covering all materials and services included in the Schedule of works, after the final acceptance test as per the approved test procedure have been completed and the performance has been found to meet the specifications. RDSO decision in this respect shall be final. The Provisional acceptance certificate shall be signed by both the parties. The period of maintenance of works shall commence from the date of such certificate.

44.4 The Purchaser's Engineer may issue such a certificate with respect to any part of the works before the completion of the whole of the works or with respect to any substantial part of the works which has been both completed to the satisfaction of the Purchaser's Engineer and occupied or used by the RDSO and when any such certificate is given in respect of a part of the works, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate. For out door cable laying works, the provisional acceptance certificate may be issued after the jointing/termination is completed and block circuits are transferred on quad cable.

44.5 Should the result/s of inspection and test be not satisfactory, an extension of one month will be granted to the contractor to make good the defects and deficiencies pointed out by the purchaser. Fresh inspection and test will then be carried out after the contractor has attended to the defects and deficiencies. If these tests are also not satisfactory the purchaser may proceed at the contractor's expense by all means deemed expedient, to have the installation made satisfactory until they comply with the specifications, and approved drawings and designs.

44.6 In such a case or in the case of delay in completing the work under this contract within the time limit the purchaser reserves the right, if he deems it possible to use in a reasonable manner any part of the installation even if some installations are not completely erected. The purchaser will give to the contractor for this purpose 7 days previous notice. The contractor shall then take at his own expense all necessary steps to complete the work in accordance with the provisions of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests or reasons other than for which the contractor is responsible, the Provisional Acceptance Certificate shall be issued at or within a mutually agreed reasonable period not exceeding six months after completion of installation.

44.7 The issue of provisional acceptance will not be withheld for rectification or minor defects as distinct from rejected equipment, which may not be essential for commissioning and operation of the installation. In such cases, only the value of the materials and cost of the rectification of the minor defects shall be withheld from the payments on provisional acceptance until rectification is completed.

45.0 FINAL ACCEPTANCE:

45.1 The final acceptance of the entire equipment installed in the section shall take effect from the date of expiry of the period of maintenance supervision as defined in para- 44 or the expiry of the last of the respective period of Maintenance Supervision of various sections for which Provisional Acceptance Certificates are issued or brought into full fledged operation, provided that the contractor has complied fully with his obligations under clause 44 in respect of each section under the contract

45.2 If on the other hand the contractor has not so complied with his obligation under para 44 in respect of any section, the purchaser may either extend the period of maintenance supervision in respect of that section until the necessary works are carried out by the contractor or carry out those works suo moto on behalf of the contractor at the contractor's expenses. After expiry of the period of maintenance supervision for each section, a certificate of Final Acceptance for the section shall be issued by the purchaser and the last of such certificate will be called the Last and Final Acceptance Certificate. The contract shall not be considered as completed until the issue of Final Acceptance Certificate by the purchaser.

45.3 The purchaser shall not be liable to the contractor for any dispute arising out of or in connection with the contract or execution of the work unless the contractor have made a claim in writing in respect thereof before the issue of Final Acceptance Certificate under this clause. The contractor shall be debarred from disputing the correctness of the items caused by the no claim certificate or demanding a reference to Arbitration in respect thereof.

45.4 Notwithstanding the issue of Final Acceptance Certificate, the contractor and the purchaser (subject to Sub Clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation, the

contract shall be deemed to remain in force between the parties hereto

46.0 GUARANTEE

In addition to the provisions in this regard listed in General Conditions of Contract, following shall apply:

46.1 All equipments and system supplied by the Contractor shall be guaranteed against the defects for a period of 12 months from the date of commissioning of work and placing in service. The warranty for the work of trenching, laying, jointing and commissioning of optical fibre& copper cables, installation & commissioning of control office and way station equipments etc. shall be 12 months.

46.2 During the period of warranty, the contractor shall remain responsible to arrange replacement and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the RDSO representative in this regard to direct the contractor to attend to any damage or defect in

work shall be final and binding on the Contractor.

46.3 During the period of warranty, the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design of workmanship in the plant, or from faulty execution

of the plant by the contractor but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the portion is faulty.

46.4 If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause the provisions of this clause shall apply to the portions of the plant to be replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the warranty period whichever may be later. If any defect is not remedied within reasonable time, the purchaser may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.

46.5 If the replacement or renewal are of such a character as may affect the efficiency of the system the purchaser shall have the right to give to the contractor within one month from such replacement or renewal notice in writing for the tests to be carried out. The cost of all such tests shall be borne by the contractor.

46.6 All inspections, adjustments, replacements or renewals carried out by the contractor during the supervised maintenance period shall be governed by the special conditions of this contract.

46.7 Until the final certificate shall have been issued, the contractor shall have the right of entry, at his own risk and expense, by himself or his duly authorized 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 system 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.

47.0 INDEMNIFYING RAILWAY AGAINST LOSSES INCURRED

47.1 In subject of this guarantee the contractor shall make his security deposit, as required under para 4 of these Conditions of Contract, valid to cover the period of guarantee also.

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

48.0 TERMINATION OF CONTRACT 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 RDSO departmentally or through any agency by way of single tender or Limited tender without the risk and cost of the defaulting contractor.

49.0 ERRORS, OMISSIONS & 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 claim for the misinterpretation shall be entertained.

50.0 EXTENSION OF TIME

- a. If such a failure as aforesaid shall have arisen from any cause which the purchaser may admit as being a reasonable ground for extension of time, the General Manager/Chief Signal & Telecom. Engineer/Works or his successor(s) shall allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstances of the case such extension shall be granted by the purchaser. The Contractor will apply for extension at least one month before the expiry of the period of completion.
- b. Attention is invited to clause 17(B) of the GCC and clause 4.1 of tender condition according to which time is the essence of the contract. The competent authority while granting extension to the currency of contract under 17(B) of GCC may also levy token penalty as deemed fit.

51.0 SALES TAX/TURN OVER/LOCAL TAX, ETC.

- 51.1 Sales Tax including Turn Over Tax on works contract, Octroi, Royalty, Toll Tax, Local Tax, Duties/Levies as well as Services and any other Tax levied by Central Govt., State Govt. or Local Bodies, as applicable on the date of quoting the rates and any change therein at a later date, shall be considered to be included in the rates quoted by tenderer/s in the Tender Schedule.
- 51.2 Railways shall deduct all the taxes from the Contractor's bill at the rate as applicable as per rules framed by concerned Govt./Local bodies from time to time and remit it to concerned deptt. and shall issue a certificate regarding Tax/Duties/Levies so deducted on demand by the contractor.

52.0 The successful tenderer on award of contract will have to furnish contractor's Bank Account Number and Name of the Bank against which all payments in respect of the contract during the currency of contract shall be made.

53.0 All payments in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / Electronic Funds Transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT Mandate Form complete in all respects as detailed at Annexure-J of the tender document. However, if the facility of ECS / EFT is not available at a particular location the payment shall be made by Cheque. In such case the successful tenderer on award of contract will have to furnish contractor's Bank Account Number and Name of the Bank against which all payments in respect of the contract during the currency of contract shall be made.

54.0 Damage to the Railway Property:

Contractor(s) executing the works adjacent to the existing Railway track for e.g. doubling, gauge conversion, yard remodeling etc. will take all care for avoiding any damage to the underground/OH services such as S&T cables, electric cables/wires, pipelines/sewer lines etc. They must ensure that the work is started after obtaining clearance in writing from the Engineer-in-charge regarding the route for Telecom/signaling/Electrical cables/water supply/ sewer lines etc. However, if any damage occurs during execution, he will immediately report the same to the Engineer-in-charge and stop the work further till clearance for restarting the work is given by the Engineer-in-charge. It may be further noted that if it is proved that damage is occurred due to the negligence on the part of the contractor, the cost of the damage will be recovered from him/them. The decision of Engineer-in-charge will be final and binding upon the contractor(s).

For Director Signal-VIII

RDSO, Lucknow)

**For and on behalf of the President of
India**