



East Coast Railway

SO.DFM/X/KUR

Office of the
Divl.Railway Manager (Elect-G)/KUR
PO:Jatni, Dist:Khordha, PIN-752050
Dt: 03.11.2017

No. KUR/EL/W/488/05/Misc.Maint/HQ/2017/393

To
M/s. Bright Engineers & Erectors,
M-48, Samant Vihar, Nalco Chhak,
Chandrasekharapur, Bhubaneswar-751017

(LETTER OF ACCEPTANCE)

Dear Sir/s

Sub: Name of the work: "Miscellaneous Maintenance Contract for Electrical General Works of Railsadan, Service building and quarters at Rail vihar, Rail kutir, Railkunj and quarters near Kanchanjanga Apartment (Mancheswar) for two years".

Ref: i) Tender Notice No. e-Tender-Elect-G-10-17,
ii) Your offer opened on dt.22.05.2017 & Negotiated offer dtd.26.09.2017

In reference to tender notice cited above, your above referred negotiated offer has been accepted within the following rates, terms and conditions. This document contains schedule of work, price & quantity, explanatory notes of schedule with Special Conditions of Contract Part-I, Part-II, Part-III & Part-IV as per Annexure-A,B,C,D, E and F.

1.	Total value of the work	₹ 4,50,03,469/- (Rupees Four crore fifty lakh three thousand four hundred sixty nine only) which is 24.9% Above on Sch-A, 18% Above on Sch-B, 18% Above on Sch-C and AT PAR with Sch-D of the tender value
2.	Taxes and Levies	The contractor shall bear all taxes and royalties levied by state government and Central government from time to time as per para.1.32 of special condition of contract Part.I Annexure-C and para 2.5 of Special condition of Contract Part.II (Annexure-D) of LOA.
3.	Commencement of work and Period of contract	The work is to be commenced on and from 01.11.2017 as laid down in clause No.2.17 of special condition of contract part.II (Annexure-D) and should be completed within 02 (Two) years from the date of commencement of work as per clause No.4.2 of special condition of contract part.IV (Annexure-F) of LOA.
4.	Performance guarantee	An amount of ₹ 22,50,173/- (Rupees Twenty two lakh fifty thousand one hundred seventy three only) is to be deposited towards Performance guarantee as per Clause No.1.43 of Special condition of contract Part.I (Annexure-C) of LOA
5.	Security deposit	The Security Deposit against the contract stands at ₹ 22,50,173/- (Rupees Twenty two lakh fifty thousand one hundred seventy three only) out of which you have deposited ₹ 3,39,630/- (Rupees Three lakh thirty nine thousand six hundred thirty only) vide online transaction ID NT 247307/CKC5097558, dtd.18.05.2017 towards E.M.D. Balance amount of ₹ 19,10,543/- (Rupees Nineteen lakh ten thousand five hundred forty three only) is to be deposited before commencement of work as mentioned in para 1.42(b) of Special Condition of Contract Part.I (Annexure-C) and the SD shall be released after passing the final bill and expiry of warranty period and based on "No claim certificate & Guarantee obligation certificate" in terms of clause No. 1.42(c) of Special Condition of Contract Part.I (Annexure-C) of LOA.

Accepted
For Bright Engineers & Erectors

Proprietor

Contractor

6.	Schedule of work, Quantities & rates	The schedule of work, price & quantity, explanatory notes of schedule is defined in Annex- A and B . All the requirements mentioned in Annex-A, B, C, D, E & F of LOA are to be fulfilled by you.
7.	Terms of Payment	The terms of payment as mentioned in clause No.2.5 of Special Conditions of Contract Part-II (Annexure-D) of LOA is applicable.
8.	Employment of Staff & Wages	As per clause No. 2.15 of Special Conditions of Contract Part-II (Annexure-D), the wages to be paid to the contractor's staff shall necessarily be in accordance with the provisions of the MINIMUM WAGES ACT and Labour laws as amended from time to time.
9.	TERMS & CONDITIONS	All the terms and conditions governing this contract shall be those set forth in the Railway Tender documents on which you have submitted your offer for above work and also as SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION RULES ARBITRATION & CONCILIATION ORDINANCE 1996, PROVISION OF CONTRACT LABOUR (REGULATION AND ABOLATION) ACT 1970 corrected up to date and accepted by you without any deviations.
10.	Consignee	The consignee for the work is SSEE(HQ/M)/Rail Vihar/BBS, SSEE(HQ/M)/Rail Sadan/BBS & SSEE(HQ/M)/Rail Kunj/BBS. They may be contacted for any instructions/advises regarding commencement/ executions/progress of work under their jurisdiction
11.	Quantity Variation Clause	The quantity variation clause shall be applicable as mentioned in clause 1.39 of Special Condition of Contract Part.I(Annexure-C)
12.	Agreement	Until a formal Agreement is executed this acceptance letter shall constitute a binding contract between the Railway Administration and the contractor subject to modification as may be mutually agreed to.
13.	Dispute	Any dispute arises out of this contract, the Railway's decision is final
14.	LOA	LOA with schedule and other relevant papers are hereby sent in TRIPLICATE. You are requested to retain one copy for you & return back balance TWO copies duly signed with seal at the bottom left side of all pages as a token of acceptance and confirming that the above conditions are fully understood.

NOTE:

1. Tender Premium (TI) will be applicable only on the Schedule Unit Rate throughout the tenure of contract.
2. The base rate for reimbursement purpose on Schedule-A will be the wage rate circulated by Office of the Chief Labour Commissioner, New Delhi Notification w.e.f. 01.04.2017
3. The reimbursement calculation for Schedule-A is to be done on the basis of difference between prevailing wage rate of that particular period with that of the base rate for reimbursement purpose.
4. No Tender Premium (TI) will be considered on Wage Reimbursement.
5. For material components proper inspection should be done before use.
6. GST which is in effect from 01.07.2017 by Govt of India will be applicable as per notification issued by Govt. time to time.
7. The payment will be made after due verification of Minimum Wage (circulated by Ministry of Labour and Employment time to time) paid to the staff engaged.

Please acknowledge receipt of this letter.

Encl: 35 pages.

14
Sr.Divnl. Electrical Engineer(G)
East Coast Railway Khurda Road
For and on behalf of President of India

Contractor

Copy to: Chief Electrical Engineer, Chief Vigilance Officer, ECoR/BBS, for information please.

Copy to: Sr.DFM/KUR for information,

Copy to: Sr.Divisional Audit Officer, Khurda Road for information.

Copy to: SSEE(HQ/M)/Rail Vihar/BBS, SSEE(HQ/M)/Rail Sadan/BBS & SSEE(HQ/M)/Rail Kunj/BBS for information and necessary action.

For Bright Engineers & Directors

proprietor

ANNEXURE "A"**EAST COAST RAILWAY**

Name of the Work: Miscellaneous Maintenance Contract for Electrical General Works of Railsadan, Service building and quarters at Rail vihar, Rail kutir, Railkunj and quarters near Kanchanjanga Apartment (Mancheswar) for two years.

Accepted Value = ₹ 4,50,03,469/-

Accepted Rate (Percentage Above/Below)

Sl	Description		Basic Value in ₹	Accepted Rate	Accepted Value in ₹
1	Execution of all works as per details in Schedules	Sch-A	2,67,00,480.00	24.9% (Twenty four point nine percent) Above	3,33,48,899.52
2		Sch-B	21,34,779.82	18% (Eighteen percent) Above	25,19,040.19
3		Sch-C	2,50,000.00	18% (Eighteen percent) Above	2,95,000.00
4		Sch-D	88,40,528.93	AT PAR	88,40,528.93
			3,79,25,788.75		4,50,03,468.64/-

Schedule of Work, price and Quantity

Schedule-A : Attention of breakdowns and maintenance of Electrical systems of Railsadan, Service building and quarters at Rail vihar, Rail kutir, Railkunj and quarters near Kanchanjanga Apartment (Mancheswar) for two years

Sl. No	Description	Qty	Unit	Rate	Total amount (in ₹)
1	Skilled manpower at 'B' Area.	26280	Man -Days	579	15216120
2	Unskilled manpower at 'B' Area.	26280	Man -Days	437	11484360
Total Basic value (Sch-A)					26700480

Details of Manpower to be stationed

Sl. No.	Shift	Time		No. of Team day					
		From	To	SSEE/Rail Vihar		SSEE/Rail Sadan		SSEE/Rail Kunj	
				Skilled	Unskilled	Skilled	Unskilled	Skilled	Unskilled
1	General	09.00 hrs	17.00 hrs	5	5	5	5	10	10
2	1st	6.00 hrs	14.00 hrs	3	3	1	1	5	5
3	2nd	14.00 hrs	22.00 hrs	1	1	1	1	2	2
4	3rd	22.00 hrs	06.00 hrs	1	1	1	1	1	1
5	Total			10	10	8	8	18	18
6	Total man days in 2 years (2X365 days)			7300	7300	5840	5840	13140	13140

For Bright Engineers & Erectors

proprietor

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Schedule-B: Miscellaneous electrical works.

Sl. No	Description	Qty	Unit	Rate in ₹	Total amount in ₹
1	Supply, fixing & commissioning of 6 Amps Miniature Circuit Breakers SP,10 kA	70	No	173.34	12133.80
2	Supply, fixing & commissioning of 10 Amps Miniature Circuit Breakers SP, 10kA	70	No	173.34	12133.80
3	Supply, fixing & testing of 25 Amps Miniature Circuit Breakers SP,10kA	55	No	173.34	9533.70
4	Supply, fixing & commissioning of 16 Amps Miniature Circuit Breakers SP,10kA	80	No	173.34	13867.20
5	Supply, fixing & commissioning of 32 Amps Miniature Circuit Breakers DP,10kA	110	No	521.64	57380.40
6	Supply, fixing & commissioning of 40 Amps Miniature Circuit Breakers DP, 10kA	25	No	793.80	19845.00
7	Supply, fixing & commissioning of 32 Amps TPN MCB, 10kA (C curve/series)	60	No	1065.96	63957.60
8	Supply, fixing & commissioning of 63 Amps TPN MCB,10kA(C curve/series)	55	No	1526.04	83932.20
9	Supply, fixing & commissioning of 400 Amps 4 pole, MCCB, 50kA	2	No	24794.10	49588.20
10	Supply, fixing & commissioning of 160 Amps,4P,MCCB, 50kA	4	No	14766.30	59065.20
11	Supply, fixing & commissioning of 250 Amps,4P,MCCB, 50kA	2	No	21262.50	42525.00
12	Supply, fixing & commissioning of 630 Amps,4P,MCCB, 50kA	1	No	31590.00	31590.00
13	Supply, fixing & replacement of Electronics Ceiling fan Regulators	300	No	65.61	19683.00
14	Supply, fixing & replacement of 2.5 Mfd Capacitor for ceiling fan	1300	No	11.34	14742.00
15	Supply of materials and surface wiring for Light/Fan/Exhaust fan/Call Bell points through Casing-Capping with copper wire	230	Point	224.37	51605.10
16	Supply of materials and surface wiring for 5Amps, 5pin Flush type Plug socket in Casing-Capping with copper wire	100	Point	287.55	28755.00
17	Supply of materials and surface wiring Casing-Capping with copper wire for 16/6Amps, 6 Pins Plug Socket point	40	Point	176.58	7063.20
18	Supply, fixing, testing of 8 way 16 amps Distribution Board(along with MCB) in a metallic enclosure.	12	No	2088.18	25058.16
19	Supply, fixing, testing of 4 way 16 amps Distribution Board(along with MCB) in a metallic enclosure.	5	No	1237.68	6188.40
20	Supply and erection of 32 Amps DP Switch	40	No	133.65	5346.00
21	Supply, fixing and testing of 63A/415V 4pole on load change over switch	8	No	5161.32	41290.56
22	Supply, erection and testing of 100 Amp 4pole MCCB with 25kA breaking capacity	8	No	5945.40	47563.20

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Sl. No	Description	Qty	Unit	Rate in ₹	Total amount in ₹
23	Supply, Erection and testing of Earth Cone.	30	No	1105.65	33169.50
24	Wiring of main and sub-main wiring through casing capping with 2(1 X 4 sqmm) + 1 X (2.5 sqmm) copper wire BDB to individual switch board in casing capping	500	Mtrs	33.21	16605.00
25	Wiring of main and sub-main wiring through casing capping with 2(1 X 6 sq mm) + 1 X (2.5 sq mm) copper wire BDB to individual switch board in casing capping	501	Mtrs	46.17	23131.17
26	Single cable laying along the road	1000	Mtrs	93.96	93960.00
27	Single cable laying across the road	65	Mtrs	492.48	32011.20
28	Single cable laying in air	200	Mtrs	21.87	4374.00
29	Cable laying across the road/track by using trenchless construction method.	50	Mtrs	2841.21	142060.50
30	Hiring of Road Crane of 25 MT capacity including necessary fuel, oil and operator etc. complete as directed by engineer in-charge. The contractor shall be responsible for arranging all types of permits required for movement of the Crane. Payment shall be made for actual working hours at site.	20	Hrs	1878.20	37564.00
31	Excavation of earth pit in any kind of soil and erection of SST pole of different size with cement concrete in ration 1:3:6 casting of foundation 0.6X0.6X1.25 mtr. including Refilling and fixing of junction box etc.	18	No	1710.72	30792.96
32	Erection of LT Out door feeder pillar/panel of different size on wall or ground.	10	No	466.56	4665.60
33	Supply, fixing & commissioning of L.T. Pin type insulators complete with holding arrangements on Rail/SST poles.	30	No	32.40	972.00
34	Supply, fixing & commissioning of L.T. shakle type insulators complete with holding arrangements on Rail SST poles.	30	No	32.40	972.00
35	Supply & Stringing of ACSR Conductor size 2.5 on Rail/SST Poles.	1	KM	13839.66	13839.66
36	Supply, fixing & commissioning of 11KV Lightning arrestor 10KA on 4pole/DP structure	6	Sets	1990.98	11945.88
37	Supply, fixing & commissioning of HT 11KV Disc type Insulators complete with holding arrangement on Rail/SST Poles.	20	No	250.29	5005.80
38	Supply, fixing & commissioning of HT 11KV Pin Type Insulators complete with holding arrangement on Rail/SST Poles.	20	No	90.72	1814.40
39	Supply, fixing & commissioning of 6 Amps SP modular switch	80	No	106.92	8553.60
40	Supply, fixing & commissioning of 6 Amps modular 2/3 pin socket	70	No	171.72	12020.40
41	Supply, fixing & commissioning of 10 Amps SP modular switch	65	No	144.99	9424.35

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Sl. No	Description	Qty	Unit	Rate in ₹	Total amount in ₹
42	Supply, fixing & commissioning of 16 Amps SP modular switch	40	No	164.43	6577.20
43	Supply, fixing & commissioning of 6/16 Amps modular 3 pin socket	40	No	245.43	9817.20
44	Supply, fixing & commissioning of 9W PL lamp	130	No	60.75	7897.50
45	Supply, fixing & commissioning of 11W PL lamp	270	No	64.80	17496.00
46	Supply, fixing & commissioning of 18W PL lamp	75	No	93.15	6986.25
47	Supply, fixing & commissioning of 36W PL lamp	70	No	137.70	9639.00
48	Supply, fixing & commissioning of 9/11W electronics ballast for CFL	10	No	178.20	1782.00
49	Supply, fixing, testing of 65 Watt CFL lamp in Street light fitting on RS Joist/Rail Poles/ Buildings/ SST Pole	250	No	494.10	123525.00
50	Painting of SST/Rail pole	230	No	158.76	36514.80
51	Dismantling SST/Rail pole	5	No	352.35	1761.75
52	Welding and muffing of SST/Rail pole	40	No	434.16	17366.40
53	Painting of 4 pole structure	10	No	3945.51	39455.10
54	Dismantling of HT/LT OH line including insulators & bracket etc & submitting to Railway authority, by contractor with his labour and tools	1	KM	406.62	406.62
55	Supply & erection of 25mmX3mm GI Flat for connection earthing	100	Kg	33.21	3321.00
56	Supply & erection of 50mmX6mm GI Flat for connection earthing	200	Kg	33.21	6642.00
57	Supply & erection of 8SWG GI wire for connection earthing	50	Kg	35.64	1782.00
58	Supply, fixing, testing & commissioning of 11KV AB Switch on 4pole/DP structure	4	Set	5799.60	23198.40
59	Supply, erection of stay rod complete with GI plate, stay insulator and all accessories.	2	Set	2570.13	5140.26
60	Single cable laying along the concrete floor/black top road without GI pipe, cut portion to be repaired to the original shape.	50	Mtrs	85.05	4252.50
61	Supply, fixing & commissioning of Electronics Ignitors suitable for 400W Metal Halide luminaires	90	No	364.50	32805.00
62	Supply, fixing & commissioning of Heavy duty copper ballast suitable for 400W Metal Halide luminaires	30	No	1372.95	41188.50
63	Supply and fixing of RCC covers and sump over earth pits.	130	Nos	405.00	52650.00
64	Supply & fixing of 50Watt, 230V halogen lamp	100	No	52.65	5265.00
65	Supply and spreading of sand	30	Cum	78.57	2357.10

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Sl. No	Description	Qty	Unit	Rate in ₹	Total amount in ₹
66	11/0.415 KV Transformer overhauling, Leakage arresting with replacement of gaskets, IR values improvement and transformers oil filtration with ultra high vacuum filter machine charges.	12	No	29565.00	354780.00
67	Transformer oil filtration charges.	7000	litre	9.72	68040.00
68	Annual Servicing of 33KV and 11 KV VCB	11	Nos	4860.00	53460.00
69	Supply & spreading of 25 mm size ballast in S/S	30	Cum	498.15	14944.50
					2134780

Schedule-C : Taking individual meter reading and preparation of database for billing.

Sl. No	Description	Qty	Unit	Rate in ₹	Total amount in ₹
1	Preparation of database software for Name, Address, Employee code, Quarter No., Shop No., Bill unit etc.	1000	No	10	10000
2	Taking individual meter readings of all residential/ non residential commercial and other units along with all relevant data preparing energy bills on Spot Billing Machine furnishing separate abstract copy of bills served category wise (one set hard copy and one set soft copy) at applicable tariff rates.	24000	No	10	240000
Total for 2 years(Sch-C)					250000

Schedule-D: Statutory reimbursable taxes

Sl. No	Description	Total amount in ₹
1	EPF @13.36% on basic value of Sch-A	3567184.13
2	ESI @ 4.75% on basic value of Sch-A	1268272.80
3	Service Tax @ 15% on basic value of Sch-A	4005072.00
Total (Sch-D)		8840528.93

For Bright Engineers & Erectors

[Signature]
Proprietor

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Sr.DEE(G)/KUR

ANNEXURE "B"**EXPLANATORY NOTES OF SCHEDULE****Schedule-A**

Item No.1: The price includes attending the breakdown and preventive maintenance of the Electrical Power Supply Systems/Electrical Assets, operation of DG Sets & Pumps which were installed/to be installed in various locations in Miscellaneous Maintenance Contract for Electrical General Works of Rail Sadan, Rail Vihar, Rail kutir, Rail kunj and quarters near Kanchanjanga Apartment (Mancheswar) with following manpower of Contractor.

Contractor's staff are meant for attending the breakdown and schedule maintenance of Electrical Power Supply Systems/Electrical Assets as well as operation of DG Sets & Pumps under the contract:

Round the clock breakdown/schedule maintenance of Electrical systems and operation of DG Sets & Pumps in general shift as well as in three daily shifts is required for which contractor shall place the staff as per the followings.

Sl. No.	Shift	Time		No. of Team day					
		From	To	SSEE/Rail Vihar		SSEE/Rail Sadan		SSEE/Rail Kunj	
				Skilled	Unskilled	Skilled	Unskilled	Skilled	Unskilled
1	General	09.00 hrs	17.00 hrs	5	5	5	5	10	10
2	1 st	6.00 hrs	14.00 hrs	3	3	1	1	5	5
3	2 nd	14.00 hrs	22.00 hrs	1	1	1	1	2	2
4	3 rd	22.00 hrs	06.00 hrs	1	1	1	1	1	1
5	Total			10	10	8	8	18	18
6	Total man days in 2 years (24365 days)			7300	7300	5840	5840	13140	13140

1. Scope of Work:

1.1 The scope of work shall cover a breakdown failures and preventive maintenance activities for reliable function of Electrical systems including wiring, lighting systems, 11/0.4 KV & 33/11KV Sub-station, street lighting/High Mast Lighting/Tower Lighting, Electrical switch gear system, Distribution Panel Boards, Feeder Pillars/Panels, Meter Boards, fans, desert coolers, water cooler, fountain lightings, geysers, Battery charger, calling bells, Over Head Distribution Lines (HT&LT), UG Cable(HT/LT), earth pits and power supply arrangement of Air conditioning systems etc. as well as manning of 33/11 KV receiving substation at Railkunj and operation of DG Set & Pumps which were installed/ to be installed in various locations Rail Sadan, Rail Vihar, Rail kutir, Rail kunj and quarters near Kanchanjanga Apartment (Mancheswar).

1.2 The maintenance work includes, periodical inspection, preventive maintenance, attending to break down calls within the short notice, switching operation of lights, fans, and replacing the defective system/equipments without delay, proper cleaning of equipments in order to function all Electrical equipment/system including power supply arrangements properly and effectively/safely without any problem.

1.3 The scope of work also includes:-

1.3.1 Conducting a minimum Inspection once in a month in a regularly and systematic manner as prescribed by the manufacturer/Railways and submitting the equipments performance report on area wise viz. (1) Service Buildings (2) Hospital & Institutes (3) Recreation

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Page 8 of 35

Sr.DEE(G)/KUR

Clubs/Officer's Club & Gardens (4) Street lighting/High Mast/Tower Light (5) Sub-station (6) Quarters (7) HQ Buildings(Rail sadan) (8) ORH/Holiday Home etc. duly accounting the usage of items/released items as supplied by Railways from time to time during maintenance of Electrical systems in the Divisional.

- 1.3.2 Time to time rectification of defects in equipment/system in time and carrying out replacement of complete equipment wherever required (or) as per instruction of Railway's Sr. Section Engineer shall be followed. All the materials those are needed towards replacement/repair will be supplied by Railways at concerned Sr. Section Engineer's Depot. It is the responsibility of contractor for installing with great care and perfection as per Railway standards. The released equipment/materials shall be handed over to Railway at Electrical Depot with proper accounting.
- 1.3.3 Any Breakdown message (or) improper functioning of Electrical systems (which were provided at different locations) shall be conveyed to contractor/his supervisor at site by phone/by person and shall be recorded in the Call Register.
- 1.3.4 All break-down calls shall be registered properly and responded with men and material in time for rectification of defects within a short notice/reasonable time after receiving the call from Railway Administration. Call register shall always be made available in the Call Office (Railway Break down Office) of the contractor. Time limit for rectifying the defects in the Electrical system will be fixed by Concerned Railway Engineer (Depot Incharge) based on the nature of the defects and shall be followed by the contractor.
- 1.3.5 All the maintenance activities shall be performed round the clock under this contract.
- 1.3.6 While maintaining the system, standard schedules as laid by the manufacturers/Railway Board/RDSO/CAMTECH/HQ's of ECoR/User Division or as defined by concerned Unit Incharge shall be followed.
- 1.3.7 Since maintenance staff is to work on all days, relievers for weekly off/national holiday will have to be arranged separately by contractor for which no additional payment shall be payable. The maintenance staff will be allowed one weekly off and three national holidays. In case the maintenance staff is required on weekly or national holidays, the compensatory rest shall have to be arranged by the contractor for which no additional payment shall be payable.
- 1.3.8. In case of unforeseen absence from duty of the shift staff, the same will have to be managed by making suitable alternate arrangements immediately.
- 1.3.9 Ensuring Safety precautions during the maintenance of Electrical system is the responsibility of the contractor and his men at site.
Any drawbacks if found in ensuring all safety precautions/standards will be viewed seriously and the Administration is bound to terminate the contract duly forfeiting the security deposits. For any mis-happening due to careless handling of equipment systems climbing of poles/switching operation etc. contractor will be held responsible. Contractor or his staff shall take all precautionary steps so as to ensure no damage to Railways property (or) any inconvenience to the persons/occupants of buildings etc. while carrying out periodical maintenance and attending of break down. Any damages in system/equipment occurred during maintenance of systems due to careless handling (or) without Technical sufficiency of contractor/his maintenance staff will be accounted to contractor and necessary charges will be recovered from the contractor as decided by Sr. Divnl. Electrical Engineer time to time. Such recoveries will be made from contractors running bills.

N.B: Contractor shall note provisions under IE Act (2003) and IE Rules are applicable in contract for the performance of maintenance of electrical assets/systems. Contractor shall ensure safety to life/property which not breaches, non compliance or contravention of IE Act & Rules will attract penalty as per the provision without prejudice by the Electrical Inspector of E.Co. Railway.

For Bright Engineers & Erectors

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Page 9 of 35

Sr.DEE(G)/KUR

The prices shall cover the maintenance of the following with the help of contractor's manpower

Sl. No.	Items	Under the purview of contract	Out of purview of contract	Remarks
1.	Lights/fans/Be lls 5A/15A plug sockets.	Removal of failed units and re-fixing/connecting of repaired/new units, including time to time cleaning, replacement of bearings/ capacitors/ switches/ wiring/lamps/ fuses/ switch board arrangements, all loose connections of wirings to be tightened, installation of new points along with equipments as & when required, using Rly. supply material.	Rewinding of fans /repairs of chokes	Healthy working of the system is the responsibility of the contractor. All released /supply material shall be properly accounted. All released materials shall be returned to Railway authority
2.	ACB/MCCB/ MCB/ELCB/ Main Switches/ Fuses/ Distribution Board /Panel/ Feeder Pillar	Removal of failed units and re-fixing/connecting of repaired/new units, including replacement of Main Switch fuses /switch board/ Distribution Board/Panel arrangements/Feeder Pillar, installation of new points along with equipments as & when required, using Rly. supply material.	Repairing of ACB/MCCB/ MCB/ ELCB Main switch	-do-
3.	Street Lighting / High Mast/Tower Lighting	Removal of failed units and re-fixing/ connecting of repaired/new units, including time to time cleaning, replacement of starters/switches / wiring/ lamps/ fuses /switch board arrangements, installation of new points along with equipments as & when required, using Rly. supply material. Switching On & Off of Street lights in Railway Colony, Office premises & circulating area lighting of Rail sadan during evening hours and early morning hours.	Repairs to chokes/ ignitor/lamp	-do-
4.	UPS/Inverter	Removal of failed units and re-fixing/ connecting of repaired/new units, including time to time cleaning, installation of new points along with equipments as & when required, using Rly. supply material, replacement of fuses/ switch boards/ wiring.	Electronic Circuit Boards (PCBs).	-do-
5.	Desert coolers	Removal of failed units and re-fixing/connecting of repaired/new units, including time to time cleaning, replacement of fan/capacitors along with equipments as & when required, using Rly. supply material.	Rewinding of fan /motor	-do-

Sl. No.	Items	Under the purview of contract	Out of purview of contract	Remarks
6.	Sub-station equipment	Time to time cleaning of CB, AB switches including greasing, Lightening arrestor, D.O. fuse, insulators, air breathers, transformers, tightening of terminal connections, replacement of fuse/MCCB /ACB/MCB, earth continuity, cleaning of panel boards, recording of meter readings, cable connections/wiring of control panel, installation of new points along with equipments as & when required, using Rly. supply material.	Repairs of transformers , Circuit Breakers& cable joints.	Healthy working of the system is the responsibility of the contractor. All released /supply material shall be properly accounted. All released materials shall be returned to Railway authority
7.	Earth pits	Time to time watering of earth pits, tightening of connections, checking earth continuity, measuring of earth resistance including installation of new pit arrangement using Railway materials as & when required. Earth values & the date of inspection should be painted in earth pits	replacement of earth electrodes	-do-
8.	Over Head Power lines(HT&LT):	Trimming of the tree branches, removal of any extraneous object such as creeper, kite, etc., replacement of damaged insulators, Slipped conductors or broken / burnt strands of the jumpers, Repairs of loose binding and broken strands of Conductors, Restraining of broken Conductors/new conductor, Painting of Rail Poles & SST Poles along with brackets to be done as & when required, using Rly. supply material	Conductor, Paint, Insulator	-do-
9.	Under Ground Cable (HT & LT)	In case it is found any damage to the cable by any means near the panel board or Electric pole, the contractor has to make the cable ring out by digging earth and to reconnect it. If any fault is found in the cable in the middle section and if it is required to provide cable jointing kit , it will be provided by Railway and jointing has to be made by the contractor's staff and refilling the same by brick & sand	Cable jointing kit, bricks, sand	-do-
10.	Power point of Air Conditioner system/Battery charger	Removal of failed units and re-fixing/ connecting of repaired/ new units, including replacement of Main Switch fuses/Main Switch/MCCB/MCB / wiring / switch board/switches/ Distribution Board arrangements, installation of new points along with equipments as & when required, using Rly. supply material.	Repairing of MCCB/MC B/ Main switch	-do-

NOTE:

- (i) The essence of this contract is to up keep the all electrical equipment/wiring systems/power supply distribution systems in good and healthy working condition without compromising in IE Rules & Regulations and other safety standards that are required for ensuring pool proof safety to men/materials.
- (ii) The contractor should collect Railway supply materials from Railway store. All other petty items and tools, safety shoes, safety helmets, hand gloves and plants, consumables required for the job shall be supplied by the contractor.
- (iii) In addition to above, for under taking maintenance work and break down failures of electrical systems/electrical equipments desired by Railway, the same will have to be done by the contractor as and when required.

Schedule-B: Miscellaneous electrical works.**Item No.1:**

The rate includes supply, fixing, testing & commissioning of 6 Amps Miniature Circuit Breaker (MCB), SP, 10kA breaking capacity, C-curve conform to IS-8828 of make HPL/Indo Asian/Legrand/L&T/ABB/C&S/GE.

Item No.2:

The rate includes supply, fixing, testing & commissioning of 10 Amps Miniature Circuit Breaker (MCB), SP, 10kA breaking capacity, C-curve conform to IS-8828 of make HPL/ Indo Asian/Legrand/L&T/ABB/C&S/GE.

Item No.3:

The rate includes supply, fixing, testing & commissioning of 25 Amps Miniature Circuit Breaker (MCB), SP, 10kA breaking capacity, C-curve conform to IS-8828 of make HPL/ Indo Asian/Legrand/L&T/ABB/C&S/GE.

Item No.4:

The rate includes supply, fixing, testing & commissioning of 16 Amps Miniature Circuit Breaker (MCB), SP, 10kA breaking capacity, C-curve conform to IS-8828 of make HPL/ Indo Asian/Legrand/L&T/ABB/C&S/GE.

Item No.5:

The rate includes supply, fixing, testing & commissioning of 32 Amps Miniature Circuit Breaker (MCB), DP, 10kA breaking capacity, C-curve conform to IS-8828 of make HPL/ Indo Asian/Legrand/L&T/ABB/C&S/GE.

Item No.6:

The rate includes supply, fixing, testing & commissioning of 40 Amps Miniature Circuit Breaker (MCB), DP, 10kA breaking capacity, C-curve conform to IS-8828 of make HPL/ Indo Asian/Legrand/L&T/ABB/C&S/GE.

Item No.7:

The rate includes supply, fixing, testing & commissioning of 32 Amps Miniature Circuit Breaker (MCB), TPN, 10kA breaking capacity, C-curve conform to IS-8828 of make HPL/Indo Asian/Legrand L&T/ABB/C&S/GE.

Item No.8:

The rate includes supply, fixing, testing & commissioning of 63 Amps Miniature Circuit Breaker (MCB), TPN, 10kA breaking capacity, C-curve conform to IS-8828 of make HPL/ Indo Asian/Legrand/ L&T/ABB/C&S/GE.

Item No.9:

The rate includes supply, fixing, testing & commissioning of 400 Amps MCCB, 4P, 50kA breaking capacity, conform to IS : 13947-2 & IEC : 60947-2 of make HPL/Indo Asian/ L&T/Legrand/ABB/C&S/GE.

Item No.10:

The rate includes supply, fixing, testing & commissioning of 160 Amps MCCB, 4P, 50kA breaking capacity, conform to IS : 13947-2 & IEC : 60947-2 of make HPL/Indo Asian/ L&T/Legrand/ABB/C&S/GE.

For Bright Engineers & Erectors

proprietor

Page 12 of 35

Sr.DEE(G)/KUR

Item No.11:

The rate includes supply, fixing, testing & commissioning of 250 Amps MCCB, 4P, 50kA breaking capacity, conform to IS : 13947-2 & IEC : 60947-2 of make HPL/Indo Asian/L&T/Legrand/ABB/C&S/GE.

Item No.12:

The rate includes supply, fixing, testing & commissioning of 630 Amps MCCB, 4P, 50kA breaking capacity, conform to IS : 13947-2 & IEC : 60947-2 of make HPL/Indo Asian/ L&T/Legrand/ABB/C&S/GE.

Item No.13:

The rate includes supply, fixing, testing & replacement of Electronics ceiling fan regulator of make Cona/Anchor/Havells/SSK.

Item No.14:

The rate includes supply, fixing, testing & replacement of 2.5 mfd capacitor for ceiling fan of make Spark or any other reputed make.

Item No.15:

The rate includes supply of materials and complete surface wiring of lights/fans/exhaust fan/call bells points by two wires of single core, FR PVC insulated multistrand bare copper conductor of size 1.5 Sq.mm, 1100 volts grade conform to IS - 694, make Finolex/L&T/Poly-cab/BCH through PVC casing capping(make- Bajaj (P'n'P)/Plaza/Poly-cab/AKG) of gray color, including running earth conductor of FR PVC insulated multistrand bare copper conductor of size 1 Sq.mm, 1100 volts grade conform to IS - 694, make Finolex/L&T/Poly-cab/BCH. If the casing capping used does not confirm to the colour code, a sticker/marker 'Elect' shall be painted / fixed at an interval of every 2 mtrs of wiring. This may be carried through flexible conduit pipe (along the corner of wall, through the hole drilled across the wall, along the ceiling). The work shall also include supply and fixing of 6 Amps flush type switch of make Anchor/SSK/CONA fitted on the PVC switch board. The scope shall also cover supply of all materials including switch board, PVC ceiling rose (6 amps of make Anchor/SSK/CONA/ HPL/FINOLEX), junction box with white bakelite cover, screws, PVC sleeves, ditto-fix/Fevicol etc. The contractor shall make good of damages caused up-to the satisfaction of purchaser's engineers.

Item No.16:

The rate includes supply of materials and complete surface wiring of 5Amps 5 pin Flush type plug socket point by two wires of single core, FR PVC insulated multistrand bare copper conductor of size 2.5 Sq.mm, 1100 volts grade conform to IS - 694, make Finolex/L&T/Poly-cab/BCH through casing capping(make- Bajaj (P'n'P)/Plaza/Poly-cab/AKG) of gray color, including running earth conductor of FR PVC insulated multistrand bare copper conductor of size 1 Sq.mm, 1100 volts grade conform to IS - 694, make Finolex/L&T/Poly-cab/BCH. If the casing capping used does not confirm to the colour code, a sticker/marker 'Elect' shall be painted / fixed at an interval of every 2 mtrs of wiring. This may be carried through flexible conduit pipe (along the corner of wall, through the hole drilled across the wall, along the ceiling). The work shall also include supply and fixing of 6 Amps flush type switch of make Anchor/SSK/CONA and 6 Amps 5 pin flush type socket of Anchor/Cona/ SSK make on the existing switch board/separate switch board. The scope shall also cover supply of all materials including PVC switch board/T.W. Board, junction box with white bakelite cover, screws, PVC sleeves, ditto-fix etc. The contractor shall make good of damages caused up-to the satisfaction of purchaser's engineers.

Item No.17:

The rate includes supply of materials and complete surface wiring of 6/16Amps, 6 pin Flush type plug socket point by two wires of single core, FR PVC insulated multistrand bare copper conductor of size 4 Sq.mm, 1100 volts grade conform to IS - 694, make Finolex/L&T/Poly-cab/BCH through casing capping(make- Bajaj (P'n'P)/Plaza/Poly-cab/AKG) of gray color, including running earth conductor of FR PVC insulated multistrand bare copper conductor of size 2.5 Sq.mm, 1100 volts grade conform to IS - 694, make Finolex/L&T/Poly-cab/BCH. If the casing capping used does not confirm to the colour code, a sticker/marker 'Elect' shall be painted / fixed at an interval of every 2 mtrs of wiring. This may be carried through flexible conduit pipe (along the corner of wall, through the hole drilled across the wall, along the ceiling). The work shall also include supply and fixing of 16 Amps flush type switch of make Anchor/SSK/CONA and 6/16 Amps 6 pin flush type socket of

For Bright Engineers & Erectors

Pran Kumar Shetty
Proprietor

Page 13 of 35

HK
Sr.DEE(G)/KUR

Anchor/Cona/SSK make on the existing switch board/separate switch board. The scope shall also cover supply of all materials including PVC switch board/T.W. Board, junction box with white bakelite cover, screws, PVC sleeves, ditto-fix etc. The contractor shall make good of damages caused up-to the satisfaction of purchaser's engineers.

Item No.18:

The price shall cover supply, fixing, testing & commissioning of single door 8 way distribution board of make HPL/L&T/Legrand/ABB/GE/C&S/Indoasian comprising of 8 Nos 16 Amps, 10 kA breaking capacity, C-curve Single pole MCB conform to IS-8828 of make HPL/ Indo Asian/Legrand/ L&T/ABB/C&S/GE. The price shall also cover grouting of Bolts, Earthing connection, incoming/outgoing cable connections and make it complete. The price shall also cover opening of wall (and making good thereafter), if required, for taking the cables.

Item No.19:

The price shall cover supply, fixing, testing & commissioning of single door 4 way distribution board of make HPL/L&T/Legrand/ABB/GE/C&S/Indoasian comprising of 4 Nos 16 Amps, 10 kA breaking capacity, C-curve Single pole MCB conform to IS-8828 of make HPL/ Indo Asian/Legrand/ L&T/ABB/C&S/GE. The price shall also cover grouting of Bolts, Earthing connection, incoming/outgoing cable connections and make it complete. The price shall also cover opening of wall (and making good thereafter), if required, for taking the cables.

Item No.20:

The cost includes supply, fixing, testing and commissioning of surface type 32 Amps DP Switch of make Anchor/Cona/SSK as per the direction of Engineer incharge.

Item No.21:

The price shall cover supply, fixing, testing and commissioning of 63 Amps. 4 pole, 415 V on load Change over switch with sheet steel enclosure conform to IS-13947-(Part 3) 1993 of make L&T/ABB/HPL/C&S/Indoasian. The price shall also cover Earthing connection, incoming/outgoing power cable connections etc., if any. The price shall also cover opening of wall (and making good thereafter), if required for taking the cables.

Item No.22:

The rate includes supply, fixing, testing & commissioning of 100 Amps MCCB, 4P, 25kA breaking capacity, conform to IS : 13947-2 & IEC : 60947-2 of make HPL/Indo Asian/ L&T/ Legrand/ABB/C&S/GE.

Item No.23:

The rate includes earthing in any type of soil/rock as per CEE/ECOR's drawing No.CEE/CS/Earthing/02(mod-1),dt.28.11.07 with sump including supply of all materials, earth cone pipe (make-Jindal/Tata) conforming to IS specification No. IS- 1239(Pt-I)2004 with latest modification. Excavation of pit, filling charcoal and salt, refilling with earth, etc. 2 Nos. of GI Wire (6SWG), one inside the pipe and one around the pipe should be provided duly connected to the earth clamp. GI Wire (6SWG) as Earthing conductor should be taken from the earth cone and to be connected in places with GI bolt & nuts as shown by the engineer in-charge at site. Rate also includes for all materials & labours required for the above work are to be supplied and executed by the contractor.

Item No.24:

The price shall cover supply of all materials and complete surface wiring between BDB to individual switch board by two wires of single core, FR PVC insulated multistrand bare copper conductor of size 4 Sq.mm, 1100 volts grade confirming to IS - 694, make Finolex/ L&T/Poly-cab/ BCH through casing capping(make- Bajaj (P'n'P)/Plaza/Poly-cab/ AKG) of gray color. If the casing capping used does not confirm to the colour code, a sticker/marker 'Elect' shall be painted / fixed at an interval of every 2 mtrs of wiring. It shall be fixed in the wall. The price shall also include running earth with FR PVC insulated multistrand bare copper conductor of size 2.5 Sq.mm, 1100 volts grade confirming to IS - 694-1990, make Finolex/L&T/Poly-cab/BCH. The contractor shall make good of damages caused up to the satisfaction of Purchaser's Engineer.

Item No.25:

The price shall cover supply of all materials for wiring and complete surface wiring between Main switch to BDB by two wires of single core, FR PVC insulated multistrand bare copper conductor of size 6 Sq.mm, 1100 volts grade confirming to IS - 694, make Finolex/L&T/ Poly-cab/BCH) through casing capping (make- Bajaj (P'n'P)/Plaza/Poly-cab/ AKG)of gray color. If the casing capping used

does not confirm to the colour code, a sticker/marker 'Elect' shall be painted / fixed at an interval of every 2 mtrs of wiring. It shall be fixed in the wall. The price shall also include running earth with FR PVC insulated multistrand bare copper conductor of size 2.5 Sq.mm, 1100 volts grade confirming to IS - 694-1990, make Finolex/L&T/Poly-cab/BCH. The contractor shall make good of damages caused up to the satisfaction of Purchaser's Engineer.

Item No.26:

The rate includes excavation of cable trench and laying of single cable along the road/track as per CEE/ECOR/BBS's drawing No CEE/GS/CABLE TRENCH/01 (mod-01) dt 02.05.2005. Rate also includes covering of cable trench with bricks, fine sand and earth after laying of cable. The price shall include all other materials and labour required for doing the work. Contractor shall collect the cable from the store of the concerned Sr.SE(Elect) with contractor's labour, tools & transportation etc. The contractor will have to make the surface as good as before after laying of cables. IR value of the cables is to be tested before and after laying.

Item No-27:

The rate includes excavation of a cable trench and laying of single cable across the track/road as per CEE/ECOR/BBS's drawing No CEE/GS/CABLE TRENCH/01 (mod-01) dt 02.05.2005. The cable will pass through 150mm dia Rainforced Spun concrete pipe. Rate also includes covering of cable trench with Rain-forced Spun concrete pipe, fine sand and earth after laying of cable. The price shall include all other materials and labour required for doing the above work. Contractor shall collect the cable from the store of the concerned Sr. SE(Elect) with contractor's labour, tools & transportation etc. The contractor will have to make the surface as good as before after laying of cables. IR value of the cables is to be tested before and after laying.

Item No -28:

The rate includes laying of single cable in air/structure shall be properly clamped with suitable size of G.I. clamps, nuts & bolts etc. whenever necessary. The price shall include all other materials and labour required for doing the above work. Contractor shall collect the cable from the store of the concerned Sr. SE(Elect) with contractor's labour, tools & transportation etc. IR value of the cables is to be tested before and after laying.

Item No -29:

The rate includes pushing of HT/LT cable through HDPE Pipe casing (PE 80 grade, 160 mm OD, 0.6 MPa working pressure, 9 mm thick) by adopting trenchless construction method. The contractor shall join the HDPE pipe and make necessary interlocking as directed by the site in charge. The rate is inclusive of supply of PE 80 grade, 160 mm OD, 0.6 MPa working pressure, 9mm thick HDPE Pipe confirming to IS: 4984:1995 and all other associated items required for the work. The horizontal bore should be done by using an auger boring machine (ABM). The price shall also include construction of required launch pit and reception pit at minimum depth of 3 meters, cleaning out the HDPE pipe casing and restoring the area as required with the help of contractor's men and material.

Item No-30:

The rate includes hiring of Road Crane of 25 MT capacity including necessary fuel, oil and operator etc. complete as directed by engineer in-charge. The contractor shall be responsible for arranging all types of permits required for movement of the Crane. Payment shall be made for actual working hours at site.

Item No.31:

The rate includes excavation of earth pit in any kind of soil for erection of Railway supply SST/Rail pole with cement concrete in the ratio: 1:3:6 casting of foundation of 0.6m x 0.6m x 1.25 m including re-filling and dressing of earth with contractor's labour, tools including supply of cement and all materials. Digging of pit, casting of foundation of required size with stone ballast of size 20mm. and down for erection of pole. A coping of 300mm x 300mm x 450mm with contractor's cement and mortar with ratio: 1:3:6 and 12mm. thick cement plastering with ratio 1:6 and neat cement finishing are also to be done by the contractor. Rate includes provision of Distribution box 3 way 15 Amps, 250V with MS danger board written with 415Volt AC in tri language at the base of the pole. Rate includes all other items required for the work to be supplied and executed by the contractor. The SST/Rail pole poles are to be collected from the store of the concerned SSEE with the help of contractor's labour.

Item No.32:

The price shall cover erection of LT outdoor feeder pillar/panel of different size on ground or on wall. The feeder pillar/panel shall be erected on brick pedestal of approximate height of 500mm. The price shall cover the cost of brick, sand, cement etc. After fitting the feeder pillar the neat firmly plastering shall be done by the contractor with labour & tools as by the Purchaser's Engineers at site. Earthing connection to the panel to be made at two distinct places from the nearest earth electrode by 6 SWG GI wire.

Item No.33:

The price shall cover supply, fixing and replacement of L.T. Pin type Insulators (make-BHEL/JSI/WI industries/Allied ceramic) complete with holding arrangement on RS Joist / Rail/ SST poles.

Item No.34:

The price shall cover supply, fixing and replacement of L.T. Shackle type (make-BHEL/JSI/WI industries/Allied ceramic) Insulators complete with holding arrangement on RS Joist /Rail/ SST poles.

Item No.35:

The price shall cover supply and stringing of ACSR Conductor of size 6/1/2.59 on the RS Joist/Rail Pole/SST poles.

Item No.36:

Rate includes supply, erection, testing and commissioning of 11 KV lightening arrester, 10 KA as per Specification No.CEE/D/LA/2.66 (3 Nos. - 1 set) (make-OBLUM/ ALSTOM/ Lamco/JSI/ABB) including jumpering and earthing to electrode provided, 4 pole/DP structure with bolts & nuts, clamp etc. & complete in all respect as directed by the Engineer in charge of work at site.

Item No.37:

The price shall cover supply, fixing and replacement of 11KV Disc type Insulators (make-BHEL/JSI/WI industries/Allied ceramic) complete with holding arrangement on RS Joist/ Rail Pole.

Item No.38:

The price shall cover supply, fixing and replacement of 11KV Pin type Insulators (make-BHEL/JSI /WI industries/Allied ceramic) complete with holding arrangement on RS Joist/ Rail Poles.

Item No.39:

The cost includes supply, fixing, testing and commissioning of 6 Amps, 250 V AC one way SP 1module Switch of make Legrand as per the direction of Engineer incharge.

Item No.40:

The cost includes supply, fixing, testing and commissioning of 6 Amps 2/3 pin combined 2module socket of make Legrand make as per the direction of Engineer incharge.

Item No.41:

The cost includes supply, fixing, testing and commissioning of 10 Amps, 250 V AC one way SP 1module Switch of make Legrand as per the direction of Engineer incharge.

Item No.42:

The cost includes supply, fixing, testing and commissioning of 16 Amps, 250 V AC one way SP 1module Switch of make Legrand as per the direction of Engineer incharge.

Item No.43:

The cost includes supply, fixing, testing and commissioning of 6/16 Amps 3 pin combined 3module socket of make Legrand as per the direction of Engineer incharge.

Item No.44:

The cost includes supply, fixing, testing and commissioning of non-retrofit 9W PL lamp (CFL Pin type) of CGL/Bajaj/Philips make as per the direction of Engineer incharge.

Item No.45:

The cost includes supply, fixing, testing and commissioning of non-retrofit 11W PL lamp (CFL Pin type) of CGL/Bajaj/ Philips make as per the direction of Engineer incharge.

Item No.46:

The cost includes supply, fixing, testing and commissioning of non-retrofit 18W PL lamp (CFL Pin type) of CGL/Bajaj/ Philips make as per the direction of Engineer incharge.

For Bright Engineers & Erectors

Proprietor

Sr.DEE(G)/KUR

Item No.47:

The cost includes supply, fixing, testing and commissioning of non-retrofit 36W PL lamp (CFL Pin type) of CGL/Bajaj/ Philips make as per the direction of Engineer incharge.

Item No.48:

The cost includes supply, fixing, testing and commissioning of 9/11W electronic ballast for CFL of CGL/Bajaj/ Philips make as per the direction of Engineer incharge.

Item No.49:

The cost includes supply, fixing, testing of direct fit 65 Watt compact fluorescent lamp(CFL) of CGL/Bajaj/Philips make in Street light fitting on RS Joist/Rail Poles/ Buildings/ SST Pole as per the direction of Engineer incharge.

Item No.50:

Rate includes painting of SST pole/Rail pole with two coats of Alu. Paint over a coat of anti-corrosive Red oxide primer A' class (ASIAN PAINT/SHALIMAR/BERGER) & complete in all respect as directed by the Engineer in charge of work at site. All items required for the work is to be supplied and executed by the contractor.

Item No.51:

Rate includes dismantling of Rail Pole/SST pole, etc. as per the direction of site Incharge & submitting to Railway authority by the contractor with his labour and tools.

Item No.52:

Rate includes welding of Rail poles at the base with Rly supplied Brackets and provision of muffing at the base of the pole as per the direction of the Engineer Incharge at site.

Item No.53:

Rate includes painting of 4 pole structure including all members, name board, earth pit etc with two Alu, paint over a coat of anticorrosive Red oxide primer A' class (ASIAN PAINT/ SHALIMAR / BERGER) & complete in all respect as directed by the Engineer in charge of work at site. All items required for the work is to be supplied and executed by the contractor.

Item No.54:

Rate includes dismantling of HT/LT OH line including insulators & bracket etc & submitting to Railway authority by contractor with his labour and tools.

Item No.55:

Rate includes supply & erection of 25mmX3mm GI Flat for connection earthing as per the direction of the Engineer Incharge at site.

Item No.56:

Rate includes supply & erection of 50mmX6mm GI Flat for connection earthing as per the direction of the Engineer Incharge at site.

Item No.57:

Rate includes supply & erection of 8 SWG GI wire for connection earthing as per the direction of the Engineer Incharge at site.

Item No.58:

Rate includes supply of 11 KV AB switch 400A(vertical type) with base frame insulators, operating rods with locking arrangement conforming to specification No.CEE/Dev/DO 150/6.66 including 3 sets of horizontal/vertical bracing. Rate also include erection, testing & commissioning on 4 pole/DP structure with bolts nuts, clamp etc. to be done by contractor with his labour and tools as per the direction of the Engineer Incharge at site.

Item No.59:

Rate includes supply of stay rod complete with GI plate, stay insulator etc. and all accessories complete set as per drawing no. EL/CON/BBS/SK/2001/05. Rate also include erection & casting of foundation with metal ballast 20mm and down with cement mortar of ratio 1:3:6 of Guy rod complete set as per drawing no. EL/CON/BBS/SK/2001/05 shall be done by the contractor with his labour and tools & complete in all respect as directed by the Engineer in charge of work at site.

For Bright Engineers & Erectors

Proprietor

Item No.60:

Rate includes single cable laying along the concrete floor/black top road without GI pipe, cut portion to be repaired to the original shape and work shall be done by the contractor with his materials, labour and tools & complete in all respect as directed by the Engineer in charge of work at site.

Item No.61:

The cost includes supply, fixing, testing and commissioning of electronic ignitors for 400W Metal Halide Luminaires of CGL/Bajaj/ Philips make as per the direction of Engineer incharge.

Item No.62:

The cost includes supply, fixing, testing and commissioning of open construction heavy duty VPIT copper ballast for 400W Metal Halide Luminaires of CGL/Bajaj/ Philips make as per the direction of Engineer incharge.

Item No.63:

The rate includes supply and fixing of RCC covers and sump over earth pits and painting the outer side of the sump and cover with two coats of black enamel paint.

Item No.64:

The cost includes supply, fixing, testing and commissioning of 50Watt suitable for 230V, 50Hz halogen lamp of make- Classic or any reputed make as per the direction of Engineer in charge.

Item No.65:

The rate includes supply and spreading of sand as per the direction of site in charge in the substation.

Item No.66:

The rate includes overhauling of 250KVA and above 11/0.415 KV Transformer, Leakage arresting with Replacement of gaskets. The scope of the work includes:

Removal of oil from transformer.

Removal of top cover from the tank, cleaning of the core and winding with hot oil jet.

Providing new gaskets and new oil seals for the whole transformers to arrest the leakages.

Cleaning the transformer tank inside and outside.

After replacing gaskets and oil seals, sealing the transformer completely.

Silica gel will be replaced in the Breather.

After thorough cleaning, transformer Painting will be done with one coat of red oxide and two coats of Enamel AD Grey Paint.

All new 70C Grade Gaskets, Oil seals and painting Material supply is in the scope of the agency.

Thorough overhauling and reconditioning of the transformer with associated gauges, meters, horn-gap with replacement of explosion vent diaphragm.

The above maintenance activities shall be carried out within 7 days.

The work shall be guaranteed for a period of 6 months.

Item No.67:

The rate includes topping up transformer oil through ultra high vacuum filter machine and filtration until to get Satisfactory BDV and IR values.

Item No.68:

The rate includes testing of switching devices of VCB, checking proper mechanical/electrical sequence of individual functions, checking auxiliary switch settings on withdraw able part. The rate also includes cleaning of the insulating and conductive components and re-lubricating pawls, support shafts, sliding and rotating bearing surfaces with acid free lubricant. The components should be cleaned with a dry lint free cloth and polished with emery paper to achieve bright surface.

Item No.69:

The rate includes supply and Spreading of 25 mm size ballast as per the direction of site in charge in the sub-station.

For Bright Engineers & Erectors

Proprietor

Schedule C:**Item no.1:**

The rate includes preparation of database in the prescribed formats given below.

a. Monthly statement:

S N	Consumer Code	Name	PF No	Station / Area/ Locality	Qtr No./Shop No	Bill Unit No	Meter No	Date of Previous Reading	Date of Present Reading	Previous Reading	Present Reading	Total Units Consumed	Bill Amount	CODE for observation

Following points are to be noted during the meter reading and consolidated report of the same, should be submitted.

SN	Observation	CODE
1	Faulty Meters	F
2	Metal Meter Box Not at Site	BN
3	Meter Mismatch	MM
4	Box Seal Broken	BS
5	Body Seal Broken	SB
6	Terminal Seal Broken	TB
7	Old Meter	OM
8	Meter at Height	MH
9	Direct Supply	DS
10	Glass Broken	GB
11	Premises Locked	L
12	Digit Not Clear / Visible	DV
13	Permanent Disconnected	X
14	Meter Change	C
15	Round Over	RO
16	Meter Inside	MI
17	Meter down in box	MD
18	Meter Lost	ML
19	Good condition	OK

b. Annual statement

Consumer Code	Name	PF No	Station/Area / Locality	Qtr No./Shop No	January		February			Total Units Consumed in the year	Total Bill Amount for the year 20..
					Units consumed	Bill amount	Units consumed	Bill amount			

c. Monthly summary

SN	Station	Quantity of Consumers	Actual qty of meters read in the month	Qty of Consumers whose meter reading was not taken on account of contractor	Remarks

The contractor will produce software, which should be compatible with IT department of this Railway for recovery of energy bill for staff etc and no manual insertion should be done for recovery of energy bill from staff pay bill.

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Item no.2:

The rate includes noting down of correct meter reading for each consumer per month. The monthly Electrical energy bill shall be produced from 10th of every month and abstract shall be submitted 25th of each month by the contractor. In case the premises is in locked condition then the staff should paste notice in prescribed format circulated by this office near the door of the consumer for average billing and a copy of the same shall be enclosed with the monthly statement. All manpower deployed by the bidder should be suitably qualified and trained for the job intended to be performed by them. The manpower should be conversant with local language "Oriya/Telugu" in addition to working knowledge of English, Hindi, so as to interact with Consumers. The deputed manpower should be extremely polite with consumers and should be able to address consumer grievances about bills issued. It will be mandatory for employees of service provider to display the identity Card issued by the Contractor. The ID card must bear the LOA No., validity of the contract, Name of the Contractor and should be duly signed by the authorised signatory. Railway officials will carry out independent checks, as required. The manpower employed should have dress code, and their integrity should not be doubtful. To wear dress by the person employed by contractor is must and the colour of dress should be mutually agreed upon by the executive and contractor

Schedule D: Statutory reimbursable taxes

The contractor has to submit

- Statement of contribution towards EPF {Form 12 Para 38(2) of EPF scheme} for the labourers employed under him towards execution of the work covered in the instant contract.
- Return of contribution towards ESI { Form 5 Regulation 26}

As per NIT: Service Tax as applicable from time to time during currency of the Contract should be paid by the Contractor & the amount so paid towards Service Tax will be reimbursed on production of the documentary evidence. The contribution to the service tax will be reimbursed partly or wholly basing on the rate of contribution as per the prevailing rate during the currency of the contract.

Since GST has replaced Service Tax with effect from 01.07.2017 by Govt of India the same will be applicable as per notification issued by Govt. time to time.

NOTE: Any additional taxes (except Service tax, EPF & ESI against Sch A) surcharges on taxes, duties, levies etc. imposed by Central Government, State Government and/or local bodies or any deduction like work Contract tax etc., during the currency of the Contract shall be borne by the contractor.

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ANNEXURE "C"**SPECIAL CONDITIONS OF CONTRACT (PART-I)****1.1 General:**

- 1.1.1 The Special Conditions of Contract, Part-I, II,III & IV Instructions to Tenderer(s) and the stipulations made in the Schedules of quantities shall govern the works under this contract, in addition to and /or in part suppression of the USSOR 2010 & IRSGCC 2014.

1.2 Precedence Order:

- 1.2.1 When there is a conflict between the Instructions to Tenderers, Special Conditions of Contract Parts -I, II,III & IV and the stipulations contained in the Schedules of quantities and Rate on the one hand and the USSOR 2010 & IRSGCC 2014 on the other, the former shall prevail.
- 1.2.2 Provision contained on Instruction to Tenders, Special Condition of Contract Pt. I, II,III & IV Schedule of quantities and rate get precedence over provisions contained in IRS Code/IRC code/ IS codes/codes owned by other institution.
- 1.2.3 In case of conflict between provisions of IRS/IRC/IS specification the precedence will be in same order. In case of ambiguity the decision of Divisional Railway Manager shall be final & binding.
- 1.2.4 Any notes appearing in the Schedule Of Quantities and Rates will take precedence over Special Conditions Of Contract Part I, II,III & IV and also USSOR 2010 & IRSGCC 2014.
- 1.2.5 Any specifications/conditions stated by the Tenderer(s) in the covering letter submitted by him along with the tender shall be deemed to be a part of the contract only to such an extent as has been expressly accepted by the Railway.
- 1.2.6 All measurements, methods of measurements, meaning and item of specifications and interpretation of Special Conditions of Contract part I, II,III & IV made by the Engineer on behalf of the Railway shall be final and binding and shall be considered as "Excepted matters" in terms of condition No.63 of IRSGCC 2014.

1.3 Agreement:

- 1.3.1 All expenses in drawing up the agreement and the cost of stamp duty, if any shall be borne by the Contractor.
- 1.3.2 The tenderer(s) if he/they so desire(s) may quote his /their Bank Account number and other details of their Bank for arranging payment through electronic payment mechanism as soon as the system is made effective.

1.4 Passes:

- 1.4.1 No Railway pass of any kind for self/ agent/ labourers, for any purpose in connection with this tender/contract will be issued to the Contractor.

1.5 Change of address

- 1.5.1 Any change in the address of the Contractor shall be forthwith intimated in writing to the Railways. The Railway will not be responsible for any loss or inconvenience suffered by the Contractor on account of his failure to comply with this.

1.6 Dissolution of Contractor's Firm:

- 1.6.1 If the Contractor's firm is dissolved due to death or retirement of any partner or for any reasons whatsoever before fully completing the whole work or any part of it undertaken by the Principal agreement, the partners shall remain jointly, severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained if any, by the Railway due to such dissolution. The General Manager of the Railway shall decide the amount of such compensation and his decision in the matter shall be final and binding on the Contractor(s).

1.7 Deployment of plant and machinery:

- 1.7.1 The deployment of plant and machinery including moving machines shall be such as not to infringe or cause damage to Railway track or any other Government or private properties. Operation of such equipment involving infringement to moving dimensions prescribed in the Handbook of the Schedule of Dimensions of the Railway shall not be undertaken without the prior approval of the Engineer-in-charge. Contractor/s shall be wholly responsible for any loss or damage resulting from violation of this clause.

1.8 Emergency work:

- 1.8.1 In the event of any accident or failure occurring in or about the work or arising out of or in connection with the construction, completion or maintenance of the works in which Administration will not be liable to pay the Contractor any charges for rectification or repairs to any damage which may have occurred from any cause whatsoever, to any part in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other

agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the Contractor/s is/are not in a position to do so in time and charge the cost thereof, as shall be determined by the Engineer-in-charge of E.Co. Railway to the Contractor.

1.9 Night work:

1.9.1 Contractor/s attention is drawn to clause 23 of the IRSGCC 2014 that stipulates that no work shall be carried out between sunset and sunrise without previous permission by the Engineer.

1.9.2 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. The Contractor at his own risk and cost shall make all arrangements in this connection.

1.10 Service Roads:

1.10.1 The Contractor(s) will be permitted to make use of the service roads already existing in the possession of the Railway. All service roads required by the contractor in or outside Railway boundary shall be constructed by the Contractor at his own risk and cost and all these roads shall be maintained by the Contractor at his own cost. The Railway reserves the right to make use of the service roads as and when necessary without any additional payment to the Contractor.

1.11 Water supply:

1.11.1 The Railway administration will supply water to the Contractor either for drinking purpose or for execution of work.

1.12 Electricity:

The Railway may supply to the contractor part or whole of the quantity of electrical supply for the work, wherever available and possible required for the execution of the works from Railway's existing electric supply system or near the site of works provided that the contractor shall arrange necessary connections to the Railway electrical supply arrangements. Laying of cables, circuit protection etc. shall be borne by the contractor and the contractor shall not be entitled to any compensation for interruption or failure of the electric power supply system.

1.13 Loss of Work Orders:

1.13.1 If the original work order issued to the contractor is lost by him for any reason whatsoever and the Contractor demands for supply of a duplicate of the same, a penal levy of ₹100/- (One Hundred only) for each work order shall be imposed on him for the issue of a duplicate copy.

1.14 Income Tax Deduction:

1.14.1 In respect of works, the contract value of, which is more than ₹ 10, 000/- each, a deduction of 2% on the gross payment from each of the Contractor's bills shall be made in terms of section 194(e) of the Income Tax Act of 1961 & 1991. From time to time surcharge will also be deducted along with I.T.

1.15 Employment of Graduate Engineers/Diploma Holders Engineer by Contractor:

1.15.1 In terms of Modified of Clause 26 and introduction of New Clause 26A to IRSGCC Tenderer(s)/Contractors after award of the contract shall be required to employ unemployed electrical Diploma Holders Engineer/Graduate Engineer as per the norms specified below.

Contract Value	No. Of Eng./ Diploma Holders Engineer and Graduate Engineer	Default on account of non-deployment of Qualified Diploma Holders Engineer/Graduate Engineer
More than ₹ 25 Lakhs, but less than ₹ 200 lakh.	Engineers	₹ 25,000/- for each month or part thereof for the default period to be recovered from the contractor.
	Diploma holder Engineer - 1No	
₹ 200 Lakh and above.	Engineers	₹ 40,000/- for each month or part thereof for the default period to be recovered from the contractor.
	Graduate Engineer - 1No	

1.16. Procurement of Machinery by Contractor:

It should be clearly understood that it is entirely Contractor's responsibility and liability to find and procure all the machinery, tools and plant and their spare parts that are required for the efficient and methodical execution of the work. Delay in procurement of such items due to their non-availability or import difficulties or any other causes, whatsoever, shall not be taken as an excuse for slow progress or non-performance of the work.

1.17. Hire of Railway's Plant & Machinery:

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The Railway may at their discretion give on hire to the Contractor such plant as compressors, Pneumatic equipment, concrete mixers and light equipment, as considered necessary by the engineer. However it does not guarantee hiring any such machinery and it shall not entertain any claim or compensation due to Railways inability to supply such plant/machinery or the condition of the railway's plant/machinery supplied on hire be taken as an excuse for slow progress or for non-performance of the work.

1.18. Hire charges on Plant & Machinery

The railway administration shall charge the contractor for the hire of machinery and plant supplied to him. The rate of hire charge for the plant and machinery given by the railway will be calculated on the basis of the IRS General Conditions of Contract -2014 with correction slips issued upto date of tender notice.

1.19 Statutory Certificate Etc. :

1.19.1 While the machine(s) is/are in the possession of the contractor(s), he/they shall be responsible for seeing that any inspection certificate or license required under any Government Act is obtained in due time. The contractor shall also be responsible for seeing that all required precautions are observed in using the plant as well, and he shall be responsible for any accident that may occur from the use of the plant.

1.20 Access to Plant at Hirer's Premises:

The Railway shall be given reasonable access to the plant and such facilities as may be necessary to satisfy itself that the plant is being so used as to avoid any unnecessary wear or loss or risk.

1.21 Right to Recall:

1.21.1 The Railway shall reserve to itself the right to recall any plant/machinery without assigning any reasons by giving one month's notice or at any time without notice in the event of its being required by the Railway for an unforeseen emergency. In either case, the Railway shall not be liable to pay any compensation to hirer for the loss that may be caused by the withdrawal of the plant.

1.22 Storage of Railway Materials:

1.22.1 The Contractor shall make his own arrangements at the site of work for the safe storage and custody of Railway material issued to him. Such Railway materials issued to the Contractor and stored at the site of work shall be open for inspection by the Engineer-in-charge or his representative at all times

1.23 Maintenance Period: Not applicable

1.24 Employment of Railway surplus labour by contractor:

1.24.1 The Tenderer(s)/Contractor(s) may be required to engage surplus/retrained casual labour of the E.Co. Railway if found suitable upto the extent of twenty persons for each Lakh or part of the value of the contract during the currency of the contract. The terms of the employment between such labour and the Tenderer(s) may be on mutually agreed terms subject to the statutory provisions contained in the labour regulations and enactments. The Contractor(s) shall indemnify the Railway against any claim arising out of employment of such labour and the Railway shall not be a party to any disputes etc., arising out of the employment of such labour by the Tenderer(s)/Contractor(s).

1.24.2 The Contractor shall engage local labour for skilled/ unskilled work as far as practicable.

1.25 Antilarval work:

1.25.1 During execution of the works against this contract the Contractor(s) shall be responsible for antilarval work at his/their own cost.

1.26 Non-itemised works:

1.26.1 Where item not covered by the schedules are to be executed, the rates for such non-itemised works shall be negotiated before commencement of such work or to be got executed through any other agency by the Railway at the discretion of the Railway Administration.

1.27 Time is the essence of Contract :

1.27.1 Time is the essence of contract. All the works are required to be completed in all respects as stipulated by the Railway within the completion date. Progress shall be maintained strictly in accordance with the programme given by the Contractor and accepted by the Engineer-in-charge from time to time as per the programme chart as per (BAR/CPM/PERT chart) as will be finalised.

1.28 Lead & Lift on Railways/Contractor's Materials:

1.28.1 No lead and lift for the Contractors/Railways materials is payable for the works executed under this contract unless otherwise specified.

1.29 Testing of cement concrete : Not applicable.

1.30 Cutting/uprooting of tress :

No extra rate shall be paid for cutting or uprooting trees upto 30 cm. depth at one metre above ground level, grubbing root of trees or jungle clearance involved in any work under this contract.

1.31 IS Codes/IRS Specifications:

- 1.31.1 Wherever any reference to Code, specification, Act etc. is made in this document, it shall be taken as a reference to the latest version thereof, including all amendments and corrections there to or otherwise specified.
- 1.31.2 The contractor shall not be entitled to any extra payment on any account for compliance with the various provisions of IS specifications/IRS specifications and Special Conditions of contract. The rates indicated in the schedule shall be deemed to include all works required to be done in compliance with the specifications.

1.32 Sales Tax or any other taxes :

- 1.32.1 The Contractor shall bear in full all taxes and royalties or levied by the State Government and/or Central Government from time to time. This would be entirely a matter between the contractor and State Government/or Central Government. Railway will recover the taxes and royalties through running account bills if the contractor fails to pay the taxes and royalties to the government.

1.33 Tree Cutting:

If the section passes through forest land, the contractor or his labour is prohibited to cut the trees for the purpose of fire wood or for any other purpose. Cutting of trees as required under the items of works indicated in the tender schedules may be carried out strictly as directed by the Engineer-in-Charge of the work. Unauthorized felling of trees will result in prosecution and imprisonment. It is the contractor's responsibility to cause no damage to the forest growth and the Contractor at his own cost shall arrange any fuel required by the Contractor for his own use or for the use by his labourers, or for the work. The Contractor shall take this aspect into consideration while quoting the rates against the tender

1.34 Approval of Samples of Material:

- 1.34.1 All materials to be used in the work by the Contractor shall be subject to the prior approval of the concerned SSE-Incharge of the work. Contractor shall submit samples of materials to be used to work and arrange for the supplies, only after if concerned SSE-Incharge has approved the samples.

1.35 Blasting: Not applicable.**1.36 Place of issue of Railway materials:**

- 1.36.1 The materials required to be supplied by the Railway for the items where specified will be issued from the Railway store depot of SSE-Incharge of the work and the transportation of the materials to sites as advised by SSE-Incharge and the transportation of surplus materials from the site of work to the concerned SSE-Incharge Godown will be at contractor's cost.

1.37 Price variation.

Price Variation Clause (PVC) shall not be applicable for this tender. (Authority: RB letter No. 2013 / CE-I/CT/O/10/PVC/Pt. I dated 27.01.2015). However, the increase in the minimum wages will be reimbursed to the contractor on submission of documents regarding such revision notification and production of documents related to proof of payment to the labourers at revised rate in terms of the JPO of the SAG level committee of E.Co.Rly circulated vide no. ECoR/GA/minimum wage guidelines/925, dtd.04.03.13.

1.38 Disaster/train accident/Natural calamities.

- 1.38.1 In the event of any disaster/ train accident/ Natural calamities, the contractor(s) shall be asked to mobilize his/ their manpower/ vehicle/ tools and machineries to the affected locations to meet the situation. In such a case, the contractor(s) shall shift the required material as per the direction of Engineer-in-charge and separate payment for this will be made as per the prevailing SOR and for the activities if any executed beyond the scope of the agreement will be paid separately at the rates finalised by the Railway Administration as per the existing procedure for NS items.

- 1.38.2 The contractor shall train his/ their staff/ supervisor adequately on **First-Aid** (shall submit a certificate in support of it) and see that they are capable of encountering any adverse situation at the disastrous spot during execution of the work. In the event of the Engineer being satisfied that the contractor is not employing properly trained staff, the contractor shall at once remove them and engage additional trained staff within seven days and failure on the part of the contractor will entitle the Railway take necessary action, in terms of agreemental condition and which may cause termination of contract in the event of failure of the contractor to engage competent men.

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Proprietor

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1.39 VARIATION IN CONTRACT QUANTITIES

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
 2. In case an increase in quantity of an individual item 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 an officer of the rank not less than S.A. Grade.
 - (i) Quantities operated in excess of 125% but upto 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 the concerned item shall be paid at 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 in 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 FA&CAO / FA&CAO(C) and approval of General Manager.
 3. In cases 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% for 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 the 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.
 4. The limit for varying quantities for minor value items shall be 100% (as 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.
 5. No such quantity variation limit shall apply for foundation items.
 6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SQR 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).
 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.
 8. For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.
 9. For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.
 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.
- 1.40 First-Aid facilities** "There shall be provided and maintained by the contractor so as to be readily accessible during all working hours first-aid box equipped with the prescribed contents at every place where contract labour is employed by him".
- 1.41 Mode of Release of Security Deposit and Performance Guarantee:-** The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security deposit shall, however, be released only after expiry of the warranty period and after passing the final bill based on 'No Claim & Guarantee Obligation certificate' from the contractor.

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1.42 Security amount-

Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:-

- a) Security Deposit for the work is 5% of contract value.
- b) The Security Deposit against the contract stands at ₹ 22,50,173/- (Rupees Twenty two lakh fifty thousand one hundred seventy three only) out of which you have deposited ₹ 3,39,630/- (Rupees Three lakh thirty nine thousand six hundred thirty only) vide online transaction ID NT 247307/CKC5097558, dtd.18.05.2017 towards E.M.D. Balance amount of ₹ 19,10,543/- (Rupees Nineteen lakh ten thousand five hundred forty three only) is to be deposited before commencement of work in terms of the JPO of the SAG level committee of ECoRly circulated vide No.ECoR/GA/Minimum Wage Guidelines/925, dtd.04.03.2013, mode of acceptance will be, such as Deposit in Cash/Demand Draft/Pay Order in favour of Sr.DFM/KUR. No deductions towards Security Deposit (S.D) need to be made from running bills.
- c) The Security deposit shall be released only after expiry of the warranty period and after passing the final bill based on 'No Claim & Guarantee Obligation certificate' from the contractor. The Competent shall normally be the authority, who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, contractor concerned should submit an unconditional and unequivocal no claim certificate. No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

1.43 Performance Guarantee (P.G.)

The procedure for submitting Performance Guarantee is outlined below:-

- a) An amount of ₹ 22,50,173/- (Rupees Twenty two lakh fifty thousand one hundred seventy three only) is to be deposited towards Performance guarantee 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 by 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 fails 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 failed contractor shall be debarred from participating in re-tender for that work.
- b) You have to 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 Banks. (vi) A Deposit in the Post Office Saving Bank. (vii) A Deposit in the National Savings Certificates. (viii) Twelve years National Defence Certificates. (ix) Ten years Defence Deposits. (x) National Defence Bonds and (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also, FDR in favour of FA&CAO, East Coast Railway, Bhubaneswar (free from any encumbrance) may be accepted.

NOTE: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

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Proprietor

Page 26 of 35

Sr.DEE(G)/KUR

- 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 the 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 the contractor has completed the work in all respects satisfactorily. The Security deposit shall, however, be released only after expiry of the warranty period and after passing the final bill based on 'No Claim Certificate & Guarantee Obligation 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 (notwithstanding 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 Performance 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 of 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.

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SPECIAL CONDITIONS OF CONTRACT (PART-II)

2. Conditions of Contract:
- 2.1 This chapter deals with the conditions of contract under which the work coming under the purview of this contract is to be executed by the contractor.
- 2.2 Conditions of Contract:
If the tender submitted by tenderer is accepted and the contract awarded to the tenderer, the work coming within the purview of the contract shall be governed by the terms and conditions included in the tender papers as modified or amended by the letter of acceptance of tender and IR Standard Condition of Contract-2014 regulations and instructions for tenderers and standard form of contract (latest) as corrected up to date.
- 2.3 Termination of contract:
Notwithstanding other provisions under other papers the Railway may at any time, by notice in writing, summarily terminate the contract without liability to pay any compensation to the contractor in respect thereof in any of the following events.
- (i) Insolvency:
If the contractor being an individual or if a firm or any partner in the contractor's firm shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or compensation or under any law relating to insolvency being in force for the time being or make any conveyance or assignment of his assets or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the partnership act.
- (ii) Liquidation:
If the contractor, being a company passes a resolution or the court(s) make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders be appointed or circumstances have arisen which entitle the court or debenture holders to appoint a receiver or manager.
- (iii) Breach of contract:
If the contractor commits any breach of this contract not herein specifically provided for, provided always that such determination shall not prejudice any right of action or remedy which shall have occurred or shall occur thereafter to the Railway and provided also, that the contractor shall be liable to pay the Railway any extra expenditure which the Railway is thereby put to, but shall not be entitled to any gain or repurchases. In the event of such determination, without prejudice to the other rights of or remedies to the Railway including right of forfeiting the Security Deposit, the Railway shall be entitled to have the work or remainder thereof performed executed and/or carried out by another agency.
- 2.3.1 EXCEPTIONS:
Termination of contract will not arise in case of voluntary liquidation meant for alternation or re-organization provided with the newly formed company takes over the full responsibilities and liabilities of the liquidated firm and it is acceptable to the Railway Administration.
Termination of contract under this para will not arise in case of breaches or defects of a minor nature. The CEE/ East Coast Railway or any other appropriate authority of the Railway shall be the sole authority to decide whether breaches and defects are of minor nature or otherwise.
- 2.4 Agreement:
The successful tenderer shall, within 7 days after having been called upon by notice to do so, be bound to execute an agreement based on accepted terms and conditions in such form as the Railway may prescribe and lodge the same with the Railways, together with conditions of contract, specifications and schedules of prices referred to therein duly completed. The successful tenderer(s) will furnish 'Power of Attorney' duly authenticated by the Notary public in favour of the person who will execute the agreement, other legal and financial documents.
- 2.5 Terms of payment:
- (i) 100% Monthly payment shall be claimed on the prescribed bill form of Railway obtainable from the Office of the Sr. Divl. Electrical Engineer (G), E.Co.Rly.KUR against Schedule "A" of the work. Payment of running bills up to 90% of agreement value will be made for execution portion of work and 80% against supply portion against Schedule-B and Schedule C as per the progress of work. 100 % payment will be made after completion of all work duly tested and

For Bright Engineers & Erectors

Proprietor

Page 28 of 35

Sr.DEE(G)/KUR

- accepted by the consignee. Bills in quadruplicate complete in all respects together with test certificate and other relevant documents shall be submitted to the Sr, Divisional Electrical Engineer (G)/ East Coast Railway/ Khurda Road. Bills, after being passed by Sr. DEE(G)/ east Coast Railway/ Khurda Road will be forwarded to Sr.DFM/East Coast Railway/ Khurda Road for payment direct to the contractor.
- ii) It is the sole responsibility of the contractor to pay service taxes, EPF & ESI to Govt. time to time. If paper proof (documentary evidence) of service taxes, EPF & ESI paid to Government by contractor and declaration thereof is not submitted to Railway by firm, then payment towards the amount of service taxes, EPF & ESI will not be paid to the contractor.
 - iii) As per NIT: Service tax, EPF & ESI as applicable from time to time during currency of the Contract shall be paid by the Contractor & the amount so paid towards the same will be reimbursed on production of documentary evidence.
Since GST has replaced Service Tax with effect from 01.07.2017 by Govt of India the same will be applicable as per notification issued by Govt. time to time.
 - (iv) Any additional taxes (except Service tax, EPF & ESI), surcharges on taxes, duties, levies etc. imposed by Central Government, State Government and/or local bodies or any deduction like work Contract tax etc., during the currency of the Contract shall be borne by the contractor.
 - (v) The increase in the minimum wages during currency of the Contract will be reimbursed to the contractor on submission of documents regarding such revision notification and production of documents related to proof of payment to the labourers at revised rate in terms of the JPO of the SAG level committee of E.Co.Rly circulated vide no. ECoR/GA/ Minimum Wage guidelines/925, dtd.04.03.13.
 - (vi) While placing the bill for payment, the contractor should submit the declaration of each contractor staff along with the bill that they have received the wages as per minimum wages rate circulated from the office of Deputy Chief labour Commissioner (Central), Bhubaneswar time to time during the currency of the Contract otherwise payment shall not be release.
- 2.6 Inspection and testing:
Contractor shall offer all reasonable facilities to the authorized representatives of the Railway for various inspection and testing and submit test report jointly signed by the firm and Electrical Supervisor of Railway.
- 2.7 Consignee: The consignee will be SSEE(HQ/M)/Rail Vihar/BBS, SSEE(HQ/M)/Rail Sadan/BBS & SSEE(HQ/M)/Rail Kunj/BBS.
- 2.8 Disposal of released parts:
The released materials if any shall be deposited to the Railway.
- 2.9 Warranty clause:
- 2.9.1. All the materials to be supplied by the contractor should be guaranteed for a period of 12 months from the date of handing over for trouble free working.
 - 2.9.2. The decision of the East Coast Railway in regard to the cause of failure and nature of rectification to be carried out by the contractor shall be final and binding on the part of the contractor. During warrantee, cost of all repair materials required and to and fro transport charges will be borne by the contractor.
 - 2.9.3. On being informed of a failure of a defect during the warranty period, the contractor shall, within 03 days from the date of report rectify/replace the defective components and re install the installations. The warranty clause is equally applicable on the repaired/-replaced components as well.
- 2.10 Liquidated damages clause:
If the contractor fails in due performance of his contract, within the time fixed by the contract or any authorized extension thereof, the Railway Administration shall be entitled to recover from the contractor as liquidated damages a sum of ½% cost of the contracted amount of the work in default per week or part thereof (part of a week being reckoned as a week), total recovery not exceeding 10% of the contract value from the pending dues of contractor. Alternatively, the work shall be got done through the process of re-tendering or through the Railway Administration. This provisions are also applied to completion of warrantee obligation with time specified under warranty clause. The decision of Railways Administration in this respect shall be final and binding.
- 2.11 Extension Clause:
If such failures as aforesaid arises from any cause which Railway Administration may admit as being a reasonable ground for extension of time, competent authority, may allow such additional time as he may consider to be reasonable for completion of work. The contractor will not be entitled for any

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compensation, however decision of Chief Electrical Engineer/ East Coast Railway in this respect shall be final and binding.

2.12 Arbitration:

The clause no. 63 and 64 of IRS General Conditions of Contracts -2014 have been revised for the purpose of arbitration in view of promulgation of the Arbitration and Conciliation Ordinance, 1996 and shall be applicable as approved by Ministry of Railways under No.96/CE-I/CT/29 dated 6.8.97.

2.13 Force Majeure:

The contractor shall be relieved of liability, arising under this contract wherever and to the extent to which the fulfilment of any obligation under this contract is prevented, restricted or impended by reasons of any statute, statutory rules, regulations, order or requisitions issued by any Govt. Department or other competent authority, natural calamities, war, riots and such other unforeseen circumstances beyond the reasonable control of the contractor. The Chief Electrical Engineer/East Coast Railway shall consider the claims of the contractor arising from the foregoing circumstances and may either reject or admit such claims as deemed reasonable and are supported by voucher and or documentary evidence to the entire satisfaction of the Chief Electrical Engineer/East Coast Railway.

2.14. SUBLETTING THE CONTRACT:

The contractor shall not assign sublet the contract in the interest therein or the part thereof to any other party or partner(s) without the consent of the Railway.

2.15. MINIMUM WAGES ACT, LABOUR LAWS:

- (i) The contractor shall comply with all the legal provisions pertaining to industrial labour and hours of employment regulations in force. The wages to be paid to the contractor's staff shall necessarily be in accordance with the provisions of the MINIMUM WAGES ACT as amended from time to time. The risk to the life and limb of the contractor's staff shall be covered by the contractor by way of an insurance policy. Compensation to the Contractor's staff in case of accidents or otherwise shall be made by the contractor only. Further it is the responsibility of the contractor to ensure that the provisions of the Contract Labour (Regulation and abolition) Act/rule are not violated. The contractor should also follow all rules & regulations of Child labour act/law and same are not violated.
- (ii) The employer should ensure payment of minimum wages to the workmen working under the employer. Even in case the workmen working under any contractor, the employer should also ensure payment of wages under Minimum Wages Act.
- (iii) The Unit In-charge/Contractor concerned should maintain single register in connection with attendance of the workmen and also witness the acquaintance roll for ensuring payment of wages under Minimum Wages Act.
- (iv) Payment to labours by the contractor must be made directly through their Bank Accounts and not by cash.
- (v) While placing the bill for payment, the contractor has to submit photocopy of the bank statement showing that payments to labourers have been made directly to bank accounts.

2.16 MEASUREMENT OF WORKS:

The measurement of the works shall be done by the concerned SSEE who is the supervisor of the work in accordance with the rules prescribed for the purpose in the IRS General Conditions of the Contract-2014, and shall be recorded in the official measurement book.

2.17 Calendar of Events:

Sl No	Events	Time limit	Penalty for delay
1.	Commencing of work	The work to be commenced on and from 01.11.2017.	Withdrawal of advance acceptance of the contract, and forfeiture of security unless Railways agree to extend the period.

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ANNEXURE "E"SPECIAL CONDITIONS OF CONTRACT (PART-III)3.1 GENERAL

3.1.1 The erection/commissioning shall mean the erection of the equipments, including testing, commissioning and bringing the equipment into service to the satisfaction of the Purchase and conforming to all Safety Regulations. The erection shall also cover connecting the equipments with earthing system unless otherwise specified.

3.1.2 All Tools, Plants, Ladder, safety tools, measuring/testing Instruments etc., required for maintenance/ breakdown attention for successful erection, testing and commissioning of the complete equipment shall be supplied by the contractor.

3.2 METHOD OF INSTALLATION

3.2.1 All works shall be done in accordance with the standard acceptable method of erection of Electrical Equipments, Cables and allied items as indicated in the relevant specifications and modified by this Tender Document. The workmen employed shall have technical competency to do such similar jobs

3.2.2 During handling, erection, testing and commissioning of all the equipments, due care shall be taken with respect to Safety Regulations and also fully complied with the provisions of Indian Electricity Rules. The Electrical Inspector to the Government of India in the present case is the Chief Electrical Engineer, East Coast Railway, 3rd Floor, South Block, ECoR HQ . Building (Rail Sadan), Chandrasekharapur, Bhubaneswar, PIN-751017.

3.2.3 All tools, Plants, measuring/testing Instruments etc, required in connection with the erection, installations, testing and commissioning of the system as covered under this Tender shall be supplied by the Contractor.

3.2.4 All norms/special tools for erection, instruments for erection, testing and commissioning work as well as any maintenance equipments required by the contractor during the guarantee period shall be supplied by the Contractor.

3.2.5 All galvanized/painted materials should be handled with care during loading/transportation/unloading at erection stage so that no damage is caused to the galvanization/painting. In the event of galvanization/painting getting damaged the approval of the Purchaser should be obtained towards acceptability or otherwise of the damaged part.

3.2.6 All the Power/Control Cables shall be laid neatly in Cable Trenches, properly dressed up and shall be provided with identification marker at suitable intervals with a durable material bearing indelible engraved or punched markings to facilitate easy identification.

3.2.7 The Contractor shall supply, erect and maintain the installations as occasionally shall be required or when ordered/advised to do so and shall fully reinstate and make good all the disturbed matter, things and remove debris, during execution of the works to the satisfaction of Railway.

3.2.8 The Contractor shall give all necessary personal supervision during the execution of the works and thereafter as long as the Railway may consider necessary, until expiry of "Warranty Period" stated by them. The Contractor shall also appoint engineer having experience on HT & LT works for the whole time during progress of field works, who shall constantly supervise the works at site with his staff.

3.2.9 The Railway Administration and their representative shall at all reasonable time have free access to the works. The contractor shall give every facility to the Railway and their representative, necessary help for instructions and examination and test of the materials and workmanship.

3.2.10 The contractor will maintain an attendance register, which will be signed by the contractor or his authorized representative and a Railway representative.

The Contractor shall provide sufficient No. of Mobile Phones to his staff (at Contractor's cost) at site for contact with the Concerned SSEE for day to day operation and maintenance of Electrical General Works and the contractor shall bear the call charges.

3.2.11 One qualified/experienced supervisor shall be placed by the contractor for day duty for planning of system maintenance as well as manning of contractor's staff including time to time co-ordination with Railways for which no extra payments shall be made.

3.2.12 In case of unforeseen absents from duty of the staff, the same will have to be filled in by making suitable alternative arrangements immediately.

3.2.13 The Engineer in charge reserves the rights to ask the contractor to remove any staff without assigning any reasons whatsoever, the decision of Engineer in charge will be final and binding on the contractor.

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- 3.2.14 The contractor should follow all rules & regulations of labour act/law with respect to different facilities to be provided to labours like ESI, EPF, etc. In course of any future dispute with reference to non-adherence of labour rules and regulations the contractor will pay the disputed amount to the claimant and Railways will not liable to pay any disputed amount on this account. The contractor has to take risk insurance for all the labourers employed by him and the liability rests with contractor to pay the compensation under E.S.I Act or labour Act, Workmen Compensation Act 1923 or Factories Act which ever applicable for the labourers engaged by the contractor with his cost.

3.3 QUALIFICATIONS OF CONTRACTOR STAFF

(i) DEFINATION OF SKILLED AND UNSKILLED STAFF

Skilled: The Electrical Maintenance staff should have passed minimum ITI Electrical or having experience of 5 years in similar job in which they have dealt with maintenance of electrical systems/equipments. The tenderer has to submit relevant documents in support of experience, which shall be scrutinized by competent authority who is in any case not below the rank of ADEE. (Authority: O/o CEE/ECOR/BBS letter No. ECoR/EL/TRS/439/05/2982 dt 22.11.2016).

Unkilled: No such qualification is required.

- (ii) Age not less than 18 years and not more than 60 years.
 (iii) Healthy, no handicap, Eye sight normal, BP/Diabetes etc., disabling/debilitating diseases controllable by drugs, no contagious/infectious diseases, generally good physique.
 (iv) Spoken/written knowledge of Oriya, Hindi and English.
 (v) Should not have any criminal background. In support of the same necessary police verification report should be submitted to the concerned SSEE.
 (vi) The contractor shall be fully responsible for conduct of the staff deputed by him.

- 3.4. After the work is awarded the contractor would be required to furnish the following documents pertaining to the staff proposed to be deputed by him before commencement of the contract to concerned SSEE.

- (i) Full names of the staff.
 (ii) Residential/permanent address with telephone No. if any.
 (iii) Copies of Educational qualifications duly attested.
 (iv) Copies of certificates of Age, Experience.
 (v) Fitness certificates issued by Government, Civil Hospital.
 (vi) Proficiency in languages Oriya, English and Hindi.

The staff shall be engaged after particulars are scrutinized and approved by authorized representative of Sr. DEE(G)/KUR. Similar procedure shall be followed if he proposes to change the staff thereafter.

Uniform: The contractor's staff duly uniformed and shall at all times duly sport a badge in Hindi and English as prescribed by Railway made up of a blend fabric and shoes with rubber soles at contractor's cost. Uniform consists of shirt and pant made of cotton materials.

3.5. RECOVERY CLAUSE:

The cost of the damage, if any, caused by the Negligence/fault of the contractor's staff to the Railway property shall be recovered from the contractor's on hand bill.

3.6. PENALTY CLAUSE:

- (i) In case contractor's staff do not turn up on duty or delay in reporting at the scheduled time of the shift, an amount of ₹ 500/- each shall be recovered for that particular shift for that much number of staff from the contractor's bill as a token of penalty for the default so committed and so also no payment is entitled for the number of shortfall staff for the particular shift.
 (ii) In case, the staff absconds from duty before conclusion of the shift, an amount of ₹ 2000/- each shall be recovered for that particular shift for that much number of staff from the contractor's bill as a token of penalty for the default so committed and so also no payment is entitled for that number of staff for the particular shift.
 (iii) If the contractor's staff is found without or partial uniform/identity card/badge/shoes, a penalty of ₹ 500/- for that much number of staff for that shift shall be recovered from contractor's bill in each case.
 (iv) If the contractor's staff is found without uniform/identity card/badge/shoes on the account of non supply by contractor, a penalty of ₹ 2,000/- for that much number of staff for that shift shall be recovered from contractor's bill in each case.
 (v) Organizing the General Maintenance of Electrical system in one side as enumerated at scope of work and attending/responding to break-down calls in other side as enumerated in the scope of work is the sole responsibility of contractor. Any deficiency in organizing the above two job areas

- will not be allowed and therefore Railway will recover from the contractor, damages, and not by the way of penalty, but a token sum of ₹ 2,000/- per occasion.
- (vi) If contractor fail to depute staff as per norm quantity per shift, an amount of ₹ 500/- each shall be recovered for that particular shift for that much number of staff from the contractor's bill as a token of penalty for the default so committed and so also no payment is entitled for the number of shortfall staff for the particular shift.
- (vii) Any complaint or notice received by Railway Administration that non-payment of minimum wages to his staff by the contractor or non-compliance of any other aspect related to contract, a penalty of ₹ 20,000/- will be imposed in each occasion if contractor is found in fault.
- (viii) Any strike done by the staff (engaged by the contractor) in Railway premises a penalty of ₹ 40,000/- will be imposed per occasion.
- (ix) Time is of the essence of the contract and if any time period is framed for executing items of Sch -B through a memorandum issued by the office of Sr. DEE(G)/KUR with due acknowledgement of contractor the work shall be executed within the time frame. A penalty amounting to ₹ 50,000/- will be imposed per occasion in case the contractor fails to execute the work within the specified time-frame.
- (x) If any deficiency noticed in maintenance work/ breakdown attention or attending maintenance work/ breakdown attention or delay to start the maintenance work/ breakdown attention or non completion of maintenance work/ breakdown attention within stipulated time period fixed by concerned Railway authority on account of non availability of Tools/Plants/Ladder/safety tools/ measuring/ testing Instruments of contractor or inadequate/without proper Tools/Plants/ Ladder/safety tools/ measuring/ testing Instruments of contractor, a penalty ₹ 5,000/- will be imposed in each occasion.
- (xi) If any staff found having any criminal background or involve in any criminal/theft activities during the currency of contract, the said staff should be debarred permanently, a penalty ₹ 5000/- will be imposed per staff in each occasion.
- (xii) If contractor's staff carries any unauthorized/dangerous/explosive articles in the Railway Complex/coaches, a penalty of ₹ 10,000/- will be deducted in each case from contractor Bill/Security Deposit. Also the staff will be dealt accordingly with Railway Laws in force from time to time if need arises.
- (xiii) Penalty for Schedule C:
- A. The wrong reading, if detected at subsequent date, shall be penalized @ ₹ 100 per case. The amount shall be deducted from the payments in the next month immediately after such detection. The procedure for detecting the wrong reading is explained as under. Generally, the difference of 10 units in actual reading and that taken by agency will be allowed. Any difference, more than 10 units (higher or lower side) will be penalized.

For Example:

(The cases motioned below are for illustrative purpose and not exhaustive binding for all instances. There are also other instances for wrong meter reading. The Railway official shall impose penalty as per the verification of situation and site condition on case to case basis.

Case 1

Date of reading taken by agency	15.03.16
Reading noted by agency	2001
Date of cross verification by Railway officials	17.03.16
Per day Avg. consumption of consumer	2 unit
The reading taken	2006
The actual projected reading of 15.03.16	=2006-(2x2)=2002
The difference of Units	=2002-2001=1 unit
This difference is within the limit of 10 units. Thus no penalty will be charged for such cases	

Case 2

Date of reading taken by agency	15.03.16
Reading noted by agency	2001
Date of cross verification by Railway officials	17.03.16
Per day Avg. consumption of consumer	2 unit
The reading taken	2025
The actual projected reading of 15.03.16	=2025-(2x2)=2021
The difference of Units	=2021-2001=20 unit
This difference is more than limit of 10 units. Thus penalty will be charged for such cases.	

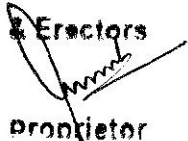
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- B. In the event of delay of submission of meter reading reports beyond the schedules dates, each day of delay will attract a deduction @ 0.5 % of the invoice value of the delayed quantity presented by the agency.
- C. If it is established that person of agency has deliberately accumulated, the units, then penalty will be levied @ 0.5 % of the invoice value of the delayed quantity presented by the agency and notice will be issued to agency. If such type of default is observed for more than 3 times, in the same sub division/section, during the contractual period, even after serving the notice, **the contract will be terminated without prejudice.**
- D. Any changes, addition, deletion in occupancy (new quarter allotments with initial meter reading, quarter vacation with closing meter reading) and meter status shall be collected from consignee failing to submit in time the energy bill a token of ₹ 500 per month will be recovered from the on account/final bill.
- (xiv) Railway complaints/complaints made by occupants: Any complaint of discourteous behavior with Railway personnel (or) outsiders visiting Railway Officers (or) occupants of quarters (or) labour engaged by contractor doing Railway works in complex premises, a penalty of ₹ 5000/- each time will be imposed and the contractor's staff shall be liable to be debarred. In case the complaint received aggregate to 3(Three) in number on three separate instances, the staff so complained against shall automatically stand debarred permanently. Besides this, the contractor shall be liable for any unbecoming behavior by the attendant on duty. The entire loss will be borne by the contractor only.
- 3.7 IDENTITY CARDS:
The contractor's staff should have identity card at contractor's cost and made up of durable market material laminated with pass port size photograph.
- 3.8 Consumption of Alcoholic drinks & Narcotic drugs:
Contractor's staff shall not consume or carry any Alcoholic drinks or narcotic drugs to their person or personal implements. If any staff is found drunk or carrying narcotic drugs or unauthorized/dangerous/explosive materials or alcoholic drinks a penalty of ₹15,000/- per staff shall be recovered from the contractor's bill & that particular staff will not be allowed to any duty in future in contract period. Also the staff will be dealt accordingly with Railway Laws in force from time to time.
- 3.9 SUBLETTING THE CONTRACT:
The contractor shall not assign sublet the contract in the interest therein or the part thereof to any other party or partner(s) without the consent of the Railway.
- 3.10 ADVERTISEMENT:
The contractor's staff shall not carry or display or exhibit any kind of advertisement on his person or in the Railway premises. If contractor's staff is found in involvement in the above activities a penalty of ₹15,000/- per occasion shall be recovered from the contractor's bill & that particular staff will not be allowed to any duty in future in contract period. Also the staff will be dealt accordingly with Railway Laws in force from time to time
- 3.11 Supply of approved materials:
- 3.11.1 The 'make' materials are acceptable to the purchaser is indicated in the Tender paper. The decision of accepting/approving authority for the 'make' of the materials shall solely rest, with the Purchaser. If the contractor decides to supply any other 'make' of material due to non-availability of the approved 'make' materials, he shall specifically apply for approval from Sr. Divisional Electrical Engineer(G), East Coast Railway, Khurda Road or authorized representative of Sr. Divisional Electrical Engineer (G) / Khurda Road.
- 3.11.2 The Railway has the right to supply any item, if available with the Railway even though it is covered under the scope of supply of the Contract. The quantities to that effect will be reduced from the scope of supply accordingly.
- 3.12 Ownership of the rejected/old components:
The contractor shall return all released/replaced/rejected/old assets/components/parts to the concerned Railway Authority.
- 3.13. Recovery of damages:
If the contractor or his staff causes damage to electrical assets due to poor workmanship, the cost of asset would be charged from the contractor's bill/SD.
- 3.14 Contractor should ensure that their staff attend to scheduled duty if need, contractor keep spare staff at his own cost to ensure 100% attendance of their staff as per shift duty.

SPECIAL CONDITIONS OF CONTRACT (PART-IV)

- 4.1. The work shall be carried out as per the direction of the Concerned Sr. Section Engineer (Elect) or any authorized representative of Sr. Divisional Electrical Engineer (G) / Khurda Road .
- 4.2. The entire work shall be completed in all respect within 02(two) years from the date of issue of acceptance letter.
- 4.3. The sample of materials to be used shall be accepted by the Sr. Divisional Electrical Engineer (G)/Khurda Road or his authorized representative before commencing of the work.
- 4.4. The rates quoted and accepted shall be inclusive of all taxes (Except Service Tax, EPF & ESI for Schedule-A) as leviable by Union of India/ State Government including Sales tax, Entry tax etc.
- 4.5. The tender document as signed by the contractor shall be taken to mean as part and parcel of the agreement.
- 4.6. The work order will be issued pending execution of the agreement.
- 4.7. After completion of works, the entire installations are to be tested in accordance with the requirement & the test reports shall be furnished for all units jointly signed by contractor & Railway's Section in charge.
- 4.8. Successful Tenderer should have to obtain License under Labour Contract Act 1970, if 20 or more staff to be utilized for this work daily and produce the same before processing for payment
- 4.9. Indian Railways Standard General Conditions of Contract 2014 and up to date corrections slips are applicable and binding on the contract.
- 4.10. Deduction of Income tax @ 2% and surcharge @ 10% on income tax and 3% ED CESS on IT & surcharge, 4% OST and CC as applicable will be made from the bills
- 4.11. All materials used shall comply with the latest IS/IEC Specification.
- 4.12. Immediate after issue of LOA the contractor has to submit details of manpower (as per clause 3.3 and 3.4 of Special Conditions of contract part III), planning for availability of the materials and planning for execution of the complete works in bar chart.
- 4.13. The contractor has to deploy qualified, competent and experienced skilled and unskilled workers and supervisors. The staff deployed should have mobile phone(s) so as to have the communication among the staff as well as the Railways.
- 4.14. The staff deployed at work site should have proper and adequate tools & tackles & M&Ps to execute the work.
- 4.15. The contractor has to adopt all required safety measures & IE rule during the execution of the work.
- 4.16. The Railway is not responsible for providing any site/Offices/stores for the contractor to execute the work. The contractor is fully responsible to build there a office/store at the vicinity of the work and no land/accommodation required for the work will be arranged by Railway.
- 4.17. The contractor shall carry his own labour, tools, machinery and instruments to execute the work.
- 4.18. Recommendations of JPO of the SAG level committee of E.Co.Rly circulated vide no. ECoR/GA/minimum wage guidelines/925, dtd.04.03.13 is applicable and binding on the contract.
- 4.19. The contractor has to deploy qualified, competent and experienced staff for execution of the work contained in Schedule B and Schedule-C and in no case the staff deputed against Schedule-"A" shall be utilized against the work contained in Schedule B and Schedule-C.
- 4.20. Execution of work of Schedule-B can only be done after obtaining the approval from Sr.DEE/G/KUR through proper channel.
- 4.21. Re-engagement of contractor staff (who is debarred) can only be done with the approval of Sr. DEE/G/KUR.

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