SO DFM/X/KUR

**East Coast Railway**

Office of the
Divl.Railway Manager (Elect-G)/KUR
PO:Jatni, Dist:Khordha, PIN-752050
Dt: 24 .08.2017

No. KUR/EL/W/488/05/Misc.Maint/BAM-PSA/2017/216

To
M/s.Jyotin Kumar Sahoo,
112/2526 A, Lane-3,
Khandagiri, Bhubaneswar-751030,
Dist:Khordha, Odisha

**(LETTER OF ACCEPTANCE)**

Dear Sir/s

Sub: Name of the work: "Miscellaneous Maintenance Contract for Electrical General Works of Bramhapur-Solari section under Sr.SEE/BAM and Palasa-Golanthara section under Sr.SEE/PSA in Khurda Road Division for two years".

Ref: i)Tender Notice No. e-Tender-Elect-G-04-17,
ii) Your offer opened on dt.11.05.2017

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In reference to tender notice cited above, your above referred offer has been accepted within the following rates, terms and conditions. This document contains schedule of work, Quantity & rate, 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** | ₹ **1,87,38,080/- (Rupees One crore eighty seven lakh thirty eight thousand eighty only)** which is 27.50% Above on Sch-A, 8.60% Above on Sch-B, 9.50% Above on Sch-C, 9.50% Above on Sch-D and AT PAR with Sch-E 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 **01.09.2017** 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 ₹ **9,36,904/-** (Rupees Nine lakh thirty six thousand nine hundred four 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 ₹ **9,36,904/-** (Rupees Nine lakh thirty six thousand nine hundred four only) out of which you have deposited ₹ 2,30,330/- (Rupees Two lakh thirty thousand three hundred thirty only) vide online transaction ID PE 239137/0040958139, dtd.10.05.2017 towards E.M.D. Balance amount of ₹ **7,06,574/-** (Rupees Seven lakh six thousand five hundred seventy four 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 expiry of warranty period and after passing of final bill based on "No claim & guarantee obligation certificate" in terms of clause No. 1.42(c) of Special Condition of Contract Part.I (Annexure-C) of LOA. |

Contractor



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| | | |
|---|---|---|
| 6. | **Schedule of work, Quantities & rates** | The schedule of work, Quantity & rate, 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/BAM & SSEE/PSA. They may be contacted for any instructions/advises regarding commencement/ executions/progress of work under his 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. 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.
6. 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: 38 pages.**

Divnl. Electrical Engineer(G)/KUR at BBS
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/BAM & SSEE/PSA for information and necessary action.

**ANNEXURE "A"**

EAST COAST RAILWAY

Name of the **Work:** Miscellaneous Maintenance Contract for Electrical General Works of Bramhapur-Solari section under Sr.SEE/BAM and Palasa-Golanthara section under Sr.SEE/PSA in Khurda Road Division for two years.

Accepted Value = ₹ **1,87,38,080/-**

**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 | 80,09,560.00 | 27.50% (Twenty seven point five percent) Above | 1,02,12,189.00 |
| 2 | | Sch-B | 47,94,028.40 | 8.60% (Eight point six zero percent) Above | 52,06,314.84 |
| 3 | | Sch-C | 3,52,500.00 | 9.50% (Nine point five zero percent) Above | 3,85,987.50 |
| 4 | | Sch-D | 2,57,190.00 | 9.50% (Nine point five zero percent) Above | 2,81,623.05 |
| 5 | | Sch-E | 26,51,965.32 | AT PAR | 26,51,965.32 |
| | | | 1,60,65,243.72 | | **1,87,38,080/-** |

**Schedule of Work, Quantity and Rate**

**Schedule-A** Attention of breakdowns and maintenance of Electrical systems between Brahmapur- Solari under Sr.SEE/BAM and Palasa-Golanthara section under Sr.SEE/PSA.

| Sl. No | Description | Qty | Unit | Rate/ unit in ₹ | Total Amt. in ₹ |
|---|---|---|---|---|---|
| 1 | Skilled manpower at 'C' Area. | 9490 | Man -Days | 494 | 4688060 |
| 2 | Unskilled manpower at 'C' Area. | 9490 | Man -Days | 350 | 3321500 |
| **Total Basic Value ( Sch A)** | | | | | 8009560 |

Requirement of manpower to be stationed at Brahmapur & Palasa

| Sl. No. | Shift | Time | | Brahmapur | | Palasa | |
|---|---|---|---|---|---|---|---|
| | | From | To | Skilled | Unskilled | Skilled | Unskilled |
| 1 | General | 07.00 hrs (with 2 hrs rest from 12 hrs to 14 hrs) | 17.00 hrs | 3 | 3 | 4 | 4 |
| 2 | 1st Shift | 6.00 hrs | 14.00 hrs | 1 | 1 | 1 | 1 |
| 3 | 2nd Shift | 14.00 hrs | 22.00 hrs | 1 | 1 | 1 | 1 |
| 4 | 3rd Shift | 22.00 hrs | 06.00 hrs | 1 | 1 | 1 | 1 |
| | Total man days | | | 6 | 6 | 7 | 7 |
| | Total man days in 2 years(2X365 days) | | | 4380 | 4380 | 5110 | 5110 |

Contractor



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Schedule-B : Miscellaneous electrical works.

| Sl. No | Description | Qty | Unit | Rate in ₹ | Total amount in ₹ |
|---|---|---|---|---|---|
| 1 | Supply of materials and surface wiring for Light/Fan/ Exhaust Fan/Call Bell Points through PVC Conduit Pipe. | 800 | Point | 355.2 | 284160 |
| 2 | Supply of materials and wiring for Light/Fan/ Exhaust Fan/Call Bell/6A socket Points in concealed condition. | 550 | Point | 360.6 | 198330 |
| 3 | Supply of Electronics Ceiling fan Regulators | 200 | No | 431.3 | 86260 |
| 4 | Supply of materials and surface wiring through PVC Conduit pipe for 16 Amps socket point. | 80 | Point | 693.1 | 55448 |
| 5 | Supply of 8 way 16 Amps Distribution Board (along with MCB) in a metallic enclosure. | 17 | No | 1958.8 | 33300 |
| 6 | Supply of 4 way 16 Amps Distribution Board (along with MCB) in a metallic enclosure. | 60 | No | 1159.7 | 69582 |
| 7 | Supply of 32A, DP, MCB along with metallic enclosure. | 130 | No | 758.3 | 98579 |
| 8 | Supply of 100 Amps, 415 Volt TPN Main Switch with HRC fuse. | 16 | No | 8078.8 | 129261 |
| 9 | Supply of 100 Amps, 4 Pole MCCB with 25K Amp breaking capacity. | 16 | No | 5394.3 | 86309 |
| 10 | Laying of Railway supplied LT/HT Cable of different size by engaging other staff : Along the Road | 6500 | Mtrs | 105.1 | 683150 |
| 11 | Laying of Railway supplied LT/HT Cable of different size by engaging other staff : Across the Road | 600 | Mtrs | 550.8 | 330480 |
| 12 | Laying of Railway supplied LT/HT Cable of different size by engaging other staff : In the Air | 1800 | Mtrs | 24.5 | 44100 |
| 13 | Supply of materials and concealed wiring of submain with 2(1x4 sqmm) + 1x(2.5 sqmm) copper wire BDB to individual switch board. | 1500 | Mtrs | 79.7 | 119550 |
| 14 | Supply of materials and concealed wiring of main with 2(1x6 sqmm) + 1x(2.5 sqmm) copper wire main switch to BDB. | 600 | Mtrs | 117.8 | 70680 |
| 15 | Supply of materials and surface wiring of submian with 2(1x4 sqmm) + 1x(2.5 sqmm) copper wire BDB to individual switch board in PVC pipe | 200 | Mtrs | 108.7 | 21740 |
| 16 | Supply of materials and surface wiring of main with 2(1x6 sqmm) + 1x(2.5 sqmm) copper wire main switch to BDB in PVC pipe | 100 | Mtrs | 154.9 | 15490 |
| 17 | Supply of ceiling rose/AB holder. | 400 | No | 17.2 | 6880 |
| 18 | Supply and erection of concealed MS Board with bakelite cover in replacement of damaged one. | 180 | No | 42.6 | 7668 |
| 19 | Redressing of surface wiring where ever in opened condition. | 1000 | Mtrs | 8.2 | 8200 |
| 20 | Concealing of existing wiring wherever damaged. | 700 | Mtrs | 36.2 | 25340 |
| 21 | Fixing, Testing & Commissioning of Straight through joint/end termination of HT XLPE UG cable | 6 | No | 4856.2 | 29137 |
| 22 | Welding and muffing of Rail/SST poles/RS Joist | 180 | No | 551.8 | 99324 |
| 23 | Dismantling of SST/Rail poles | 60 | No | 447.6 | 26856 |

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| Sl. No | Description | Qty | Unit | Rate in ₹ | Total amount in ₹ |
|---|---|---|---|---|---|
| 24 | Supply,erection,testing and commisioninig of 2.5 Mfd Capacitor for ceiling fan | 800 | No | 12.7 | 10160 |
| 25 | SETC of Earth Cone | 80 | No | 2734.9 | 218792 |
| 26 | Supply of 8 SWG GI wire | 120 | Kg | 43.9 | 5268 |
| 27 | Excavation of earth pit and casting of foundation | 40 | Cum | 1742.0 | 69680 |
| 28 | Erection of SST poles/Rail pole/RS Joist | 80 | No | 193.7 | 15496 |
| 29 | Supply & fabrication of R.S. joist of 200 X 100mm of 11 mtr long at the site | 4 | No | 12872.1 | 51488 |
| 30 | Supply and erection of 11KV Danger Board | 16 | No | 161.6 | 2586 |
| 31 | Supply of 11 KV AB switch 400Amp (vertical type) with base frame insulators, operating rods with locking arrangement | 2 | set | 6970.0 | 13940 |
| 32 | Supply of 11 KV, 50/60 Amps, expulsion type drop out fuse (1 set-3nos). | 4 | set | 1984.9 | 7940 |
| 33 | Supply of 11 KV, 10KA lightning arrestor (1 SET-3Nos) | 4 | set | 2408.6 | 9634 |
| 34 | Cable laying acroos the road/ track by using trenchless construction method. | 200 | Mtrs | 2841.2 | 568240 |
| 35 | Painting of SST/Rail pole/RS Joist | 700 | No | 235.3 | 164710 |
| 36 | Supply and Spreading of sand | 40 | Cum | 573.3 | 22932 |
| 37 | Supply & delivery in stacks of hard stone machine crushed ballast of size 50 mm on cess along with spreading of ballast over sub-station area at specified locations and dressing the ballast to a proper profile as instructed by the engineer- in charge. | 40 | Cum | 1060.0 | 42400 |
| 38 | Supply of HT 11KV Disc type Insulators complete with Hardware | 12 | No | 347.0 | 4164 |
| 39 | Supply of HT 11KV Pin Type Insulators complete with Hardware | 20 | No | 126.2 | 2524 |
| 40 | Painting of 4 pole structure | 6 | No | 3945.5 | 23673 |
| 41 | Supply,erection,testing and commisioninig of 40 Amps Miniature Circuit Breakers DP, 10kA | 80 | No | 793.8 | 63504 |
| 42 | Supply ,erection,testing and commisioninig of 6-25 Amps Miniature Circuit Breakers SP,10 kA | 140 | No | 173.3 | 24262 |
| 43 | Supply,erection,testing and commisioninig of 63 Amps Miniature Circuit Breakers DP, 10kA | 20 | No | 1526.0 | 30520 |
| 44 | Supply,erection,testing and commisioninig of L.T. Pin type insulators complete with complete hardwire | 80 | No | 32.4 | 2592 |
| 45 | Supply,erection,testing and commisioninig of L.T. shakle type insulators complete with complete hardwire | 80 | No | 32.4 | 2592 |
| 46 | Supply & Stringing of ACSR Conductor size 6/1/2.59 | 2 | Kms | 13839.7 | 27679 |
| 47 | Supply and fixing of RCC covers and sump over earth pits | 200 | No | 405.0 | 81000 |
| 48 | 11/0.415 kV Transformer overhauling,leakage arresting with replacement of gaskets, IR values improvement and transformer oil filterartion with ultra high vaccum filter machine charges. | 16 | No | 29565.0 | 473040 |

| Sl. No | Description | Qty | Unit | Rate in ₹ | Total amount in ₹ |
|---|---|---|---|---|---|
| 49 | Transformer oil filteration charges | 4800 | litre | 9.7 | 46560 |
| 50 | Supply, fixing and commisioning of 250A 4 pole MCCB,50 kA | 2 | Nos | 31590.0 | 63180 |
| 51 | Supply, fixing and commisioning of 400A 4 pole MCCB,50 kA | 2 | Nos | 24794.1 | 49588 |
| 52 | Dismantling of HT/LT OH line including insulators & bracket etc & submitting to Railway authority, by contractor with his labour and tools | 2 | KM | 501.8 | 1004 |
| 53 | Dismantling of LT outdoor feeder pillar/floor mounted panel etc.& submitting to Railway authority, by contractor with his labour and tools | 8 | No | 178.6 | 1429 |
| 54 | Supply of materials and surface wiring for Light/Fan/signage points through PVC Conduit Pipe in PF shelter/FOB | 100 | Point | 303.5 | 30350 |
| 55 | Supply of materials and surface wiring through PVC Conduit pipe of 6 Amps Socket point | 60 | Point | 483.8 | 29028 |
| 56 | Supply of loop in loop out Box | 40 | No | 171.4 | 6856 |
| 57 | 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. | 40 | Hrs | 1878.15 | 75126 |
| 58 | Supply of St. through kit 1.1KV PVC/XLPE 3.5/4 core cable 4X16-35 sq.mm | 2 | No | 1379.0 | 2758 |
| 59 | Supply of St. through kit 1.1KV PVC/XLPE 3.5/4 core cable 4X50-95 sq.mm | 2 | No | 2155.0 | 4310 |
| 60 | Supply of St. through kit 1.1KV PVC/XLPE 3.5/4 core cable 4X120-185 sq.mm | 2 | No | 3055.0 | 6110 |
| 61 | Supply of St. through kit 1.1KV PVC/XLPE 3.5/4 core cable 4X225-300 sq.mm | 2 | No | 4545.0 | 9090 |
| | **Total (Sch B)** | | | | 4794029 |

**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. | 1410 | No | 10 | 14100 |
| 2 | Taking individual meter readings of all residential/ nonresidential/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. | 33840 | No | 10 | 338400 |
| | **Total ( Sch-C)** | | | | 352500 |

Contractor



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## Schedule-D

Comprehensive Annual Maintenance for Auto change over for CLS panels at Different locations capacity wise

| Sl. No | Description | Qty | Unit | Rate in ₹ | Total amount in ₹ |
|---|---|---|---|---|---|
| 1 | Servicing, replacement of spares, trouble shooting, overhauling, testing & Commissioning with required components of 5 KVA auto change over for CLS panel. | 37 | No | 1643 | 60791 |
| 2 | Servicing, replacement of spares, trouble shooting, overhauling, testing & Commissioning with required components of 10 KVA auto change over for CLS panel. | 16 | No | 2444 | 39104 |
| 3 | Servicing, replacement of spares, trouble shooting, overhauling, testing & Commissioning with required components of 25 KVA auto change over for CLS panel. | 1 | No | 9400 | 9400 |
| 4 | Servicing, replacement of spares, trouble shooting, overhauling, testing & Commissioning with required components of 50 KVA auto change over for CLS panel. | 1 | No | 19300 | 19300 |
| | | | | Total (for 1 year) | 128595 |
| | | | | **Total (Sch-D for 2 years)** | **257190** |

## Schedule-E

Statutory reimbursable taxes

| Sl. No | Description | Total amount in ₹ |
|---|---|---|
| 1 | EPF @ 13.36% on total basic value of Sch-A | 1070077.22 |
| 2 | ESI @ 4.75% on total basic value of Sch-A | 380454.10 |
| 3 | Service Tax @ 15% on the Basic value of Sch-A | 1201434.00 |
| | **Total (Sch-E)** | **2651965.32** |

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**ANNEXURE "B"**

## EXPLANATORY NOTES OF SCHEDULE

**Schedule-A**

The price includes attending the breakdown and preventive maintenance of the Electrical Power Supply Systems/Electrical Assets of Electrical (G) Department which were installed/to be installed during the currency of contract in various locations in Miscellaneous Maintenance Contract for Electrical General Works between Brahmapur- Solari under Sr.SEE/BAM and Palasa-Golanthara section under Sr.SEE/PSA in Khurda Road Division with following manpower of Contractor.

Contractor's staff are meant for attending the breakdown and schedule maintenance of Electrical Power Supply Systems/Electrical Assets under the contract:

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

Requirement of manpower to be stationed at Brahmapur & Palasa

| Sl. No. | Shift | Time | | Brahmapur | | Palasa | |
|---|---|---|---|---|---|---|---|
| | | From | To | Skilled | Unskilled | Skilled | Unskilled |
| 1 | General | 07.00 hrs (with 2 hrs rest from 12 hrs to 14 hrs) | 17.00 hrs | 3 | 3 | 4 | 4 |
| 2 | 1st Shift | 6.00 hrs | 14.00 hrs | 1 | 1 | 1 | 1 |
| 3 | 2nd Shift | 14.00 hrs | 22.00 hrs | 1 | 1 | 1 | 1 |
| 4 | 3rd Shift | 22.00 hrs | 06.00 hrs | 1 | 1 | 1 | 1 |
| | Total man days | | | 6 | 6 | 7 | 7 |
| | Total man days in 2 years(2X365 days) | | | 4380 | 4380 | 5110 | 5110 |

1. **Scope of Work:**

1.1 The Scope of Work shall cover a breakdown failures and comprehensive maintenance activities for reliable function of Electrical systems including wiring, lighting systems, 11/0.4 KV Sub-station, street lighting, High mast, LC gate lighting, goomty lighting with power supply extended from AT's secondary to CLS Panel/Panel, Solar lighting system, Solar water heater, refrigerator, electric operated chimney, Electrical switch gear system, Panels, Feeder Pillars, Meter Boards, CLS panel of manual type(at stations, IBS,LC, gate & cabins, RRI etc.), UPS (pertaining to electrical Dept), fans, desert coolers, fountain lightings, geysers, battery charger, calling bells, Over Head distribution Lines (HT&LT), UG Cable(HT/LT), earth pits and power supply of Air conditioning systems etc. which were installed/to be installed in various locations between Brahmapur- Solari under Sr.SEE/BAM and Palasa-Golanthara section under Sr.SEE/PSA in Khurda Road Division and operation of DG Set.

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.

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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) Community hall & Institutes (3) Recreation Clubs & Gardens (4) Street lighting (5) Sub-station (6) Quarters (7) Station Buildings (8) Yards (9) Coaching complex/Sick line (10) ORH/Holiday Home/SRH (11) LC gates, (12) Hospital and (13) Running rooms 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 will be supplied by Railways **(as per Annexure-A1)** at concerned Sr. Section Engineer's Depot. It is the responsibility of contractor for transportation of Railway materials & his manpower to site for maintenance and day to day breakdown attention at his cost and installing with great care and perfection as per Railway standards. The released equipment 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 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 property 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 In case of unforeseen absence from duty of the shift staff, the same will have to be managed by making suitable alternate arrangements immediately.

1.3.8 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.DEE(G)/KUR 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.

Contractor



DEE/G/KUR at BBS

**Annexure-A1**

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/ Bells 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 ballast | 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 | MCCB/MCB / ELCB/ Main Switches/ Fuses/ Distribution Board /Panel | Removal of failed units and re-fixing/ connecting of repaired/new units, including replacement of Main Switch fuses /switch board/ Distribution Board/Panel arrangements, installation of new points along with equipments as & when required, using Rly. supply material. | Repairing of MCCB/MCB/ ELCB Main switch | -do- |
| 3 | Street 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 station during evening hours and early morning hours. | Repairs to chokes/ ignitor | -do- |
| 4 | 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- |

Contractor



DEE/G/KUR at BBS

| Sl. No | Items | Under the purview of contract | Out of purview of Contract | Remarks |
|---|---|---|---|---|
| 5 | Sub-station equipment | Time to time cleaning of 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. Painting of structures, transformer & panels. Cleaning of Substations. Filtration of Transformer oil. Routine Maintenance and overhauling of CB, CT & PT at 33KV Sub stations. | Repairs of transformers, Circuit Breakers& cable joints. Supply of paints. | -do- |
| 6 | Earth pits | Time to time watering of earth pits, tightening of connections, checking earth continuity, measuring of earth resistance. Earth values & the date of inspection should be painted in earth pits and recorded in a separate register. | Replacement of earth electrodes | 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 | 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, Re-stringing of broken Conductors/new conductor to be done as & when required, using Rly. supply material. | Conductor, Insulator | -do- |
| 8 | 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- |

Contractor



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| Sl. No | Items | Under the purview of contract | Out of purview of Contract | Remarks |
|---|---|---|---|---|
| 9 | CLS Panel (Manually operated) | Replacement or repairing of failed parts of CLS panel including time to time cleaning with contractor materials. | MCB/Rotary switch | -do- |
| 10 | Power point of Split Air Conditioner/ Window Air Conditioner/package AC/Centralised AC/Tower AC/Cassette AC/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/MCB / Main switch | -do- |
| 11 | Refrigerator/ Geyser/ Chimney/ Flycatcher | Replacement or repairing of failed parts of Refrigerator/Geyser/Chimney/Flycatcher including time to time cleaning with contractor materials. | -- | -do- |
| 12 | Solar lighting system & solar water heater | Replacement or repairing of failed parts of Solar lighting system & solar water heater including time to time cleaning with contractor materials. | -- | -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 full proof safety to men/materials.

(ii) The contractor should collect Railway supply materials at his cost 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**

**Item No.1:**

The rate includes surface wiring of light/fan/exhaust fan/call bell point complete with supply of materials by two wires with single core FRPVC insulated multistrand bare copper conductor of size 2.5 Sq.mm, 1100 volts grade conforming to IS - 694, make Finolex/L&T/Poly-cab/BCH drawn inside 20/25 mm size of heavy PVC conduit pipe of make Bajaj (P'n'P)/Plaza/Poly-cab/AKG conforming to IS - 9537 of 1980. Connection is to be tapped off from the nearest junction box/DB. The connection is to be terminated in a PVC ceiling rose 6 amps of make Anchor/SSK/CONA/ HPL/FINOLEX conforming to IS - 371 or Angle lamp holder of Anchor/Cona/SSK make fixed on PVC circular box. The bell push shall be of Anchor/Cona/SSK make. FRPVC insulated multistrand bare copper conductor of size 1.5 Sq.mm, 1100 volts grade conforming to IS - 694-1990, make Finolex/L&T/Poly-cab/BCH is to be taken along with the PVC pipe up to ceiling rose as earth continuity conductor. The flush type switch shall be of 6 amps capacity Anchor/Cona/SSK make conforming to IS - 3854 fitted on suitable size PVC Box.

Contractor



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The PVC conduit pipe should be of Grey colour to differentiate it from telecom wiring. If the PVC conduit pipe 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.

**Item No.2:**

The rate includes concealed wiring of light/fan/exhaust fan/call bell/6A socket point complete with supply of materials by two wires with single core FRPVC insulated multistrand bare copper conductor of size 2.5 Sq.mm, 1100 volts grade conforming to IS - 694, make Finolex/L&T/Poly-cab/BCH drawn inside 20/25 mm size of heavy PVC conduit pipe of make Bajaj (P'n'P)/Plaza/Poly-cab/AKG conforming to IS - 9537. Connection is to be tapped off from the nearest junction box/DB. The connection is to be terminated in a PVC ceiling rose 6 amps of make Anchor/SSK/CONA/ HPL/FINOLEX conforming to IS - 371 or Angle lamp holder of Anchor/Cona/SSK make fixed on circular box with bakelite cover. FRPVC insulated multistrand bare copper conductor of size 1 Sq.mm, 1100 volts grade conforming to IS - 694-1990, make Finolex/L&T/Poly-cab/BCH is to be taken along with the PVC pipe up to ceiling rose as earth continuity conductor. The flush type switch shall be of 6 amps capacity Anchor/ Cona/SSK make conforming to IS - 3854 of 1997 fitted on sheet steel metal box not less than 2mm thick with 3 mm. thick bakelite sheet cover. The bakelite sheet cover should protrude 5 mm. in each side, so that it will not be damaged during fixing of screw with the sheet metal box. The bell push shall be of Anchor/ Cona/SSK make. Flush type socket 6 amps Anchor/ Cona/SSK make with flush type switch 6 amps Anchor/ Cona/SSK/ make conforming to IS - 3854 is to be fixed on suitable size of 2mm thick sheet steel box with 3 mm. thick bakelite sheet cover. The earth pin of the socket is to be earthed properly. The contractor will have to make the surface as good as before after laying of pipe.

**Item No.3:**

The rate includes supply of electronics ceiling fan regulator of make Cona/Anchor/SSK.

**Item No.4:**

The rate includes surface wiring of 16 amps socket point complete with supply of materials by two wires with single core FR PVC insulated multi strand bare copper conductor of size 4 Sq.mm, 1100 volts grade conforming to IS 694 make Finolex/L&T/Poly-cab/BCH drawn inside 20/25 mm size of heavy PVC conduit pipe of make Bajaj (P'n'P)/Plaza/Poly-cab/AKG conforming to IS - 9537. Connection is to be tapped off from the nearest junction box/DB. Flush type socket 16 amps Anchor/Cona/SSK make conforming to IS-1293 is to be fixed on suitable size PVC Box. FR PVC insulated multi strand bare copper conductor of size 2.5 Sq.mm, 1100 volts grade conforming to IS 694 make Finolex/L&T/Poly-cab/BCH is to be taken along with the PVC pipe up to earth pit of socket as earth continuity conductor. The earth pin of the socket is to be earthed properly. Flush type switch 16 amps Anchor/ Cona/SSK make conforming to IS - 3854 is to be provided on the PVC switchboard. The PVC conduit pipe should be of Grey colour to differentiate it from telecom wiring. If the PVC conduit pipe 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.

**Item No.5:**

The price shall cover supply of a 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 of make HPL/Indo Asian/Legrand/L&T/ABB/C&S conforming to IEC-60898-2002/IS-8828-1996.

**Item No.6:**

The rate includes supply of a 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 of make HPL/Indo Asian/Legrand/L&T/ ABB/C&S conforming to IEC-60898-2002/IS-8828-1996.

Contractor



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Item No. 7:
The rate includes supply of 32 Amps Miniature Circuit Breaker (MCB), DP, 10kA breaking capacity, C-curve of make HPL or Indo Asian/Legrand/ L&T/ABB/C&S/GE with DP Sheet Steel enclosure of make HPL/Indo Asian/Legrand/L&T/ABB/ C&S/GE make.

Item No.8:
The rate includes supply of 100 Amps, 415 Volt TPN Main Switch with HRC fuse in Sheet enclosure, Powder Coated, Weather proof conforming to IS : 13947 - (Part 3) 1993 of make HPL/ Indo Asian/C&S/Havells make.

Item No.9:
The rate includes supply of 4 Pole 100A, MCCB with 25K Amp breaking capacity of make HPL/ Indo Asian/Legrand/L&T/ABB/C&S/GE make conforming to IS/IEC-60947-2.

Item No.10:
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-11:
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 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 -12:
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-13:
The price shall cover supply of all materials for concealed sub wiring between BDB to individual switch board by two wires with single core FR PVC insulated multi strand bare copper conductor of size 4 Sq.mm, 1100 volts grade conforming to IS: 694, make Finolex/L&T/Poly-cab/BCH drawn inside 20/25mm size of heavy PVC conduit pipe of make Bajaj (P'n'P)/Plaza/Poly-cab/AKG conforming to IS - 9537. FR PVC Insulated 2.5 sqmm. copper wire 1100 volts grade conforming to IS: 694, make Finolex/L&T/Poly-cab/BCH is to be run along the wiring as earth continuity wire. The contractor will have to make the surface as good as before after laying of PVC pipes.

Item No.14 :
The price shall cover supply of all materials for concealed main wiring between main switch to BDB by two wires with single core FR PVC insulated multi strand bare copper conductor of size 6 Sq.mm, 1100 volts grade conforming to IS: 694, make Finolex/L&T/Poly-cab/BCH drawn inside 20/25 mm size of heavy PVC conduit pipe of make Bajaj (P'n'P)/Plaza/Poly-cab/AKG conforming to IS - 9537. FR PVC Insulated 2.5 sqmm. copper wire 1100 volts grade conforming to IS: 694, make Finolex/L&T/Poly-cab/BCH is to be run along the wiring as earth continuity wire. The contractor will have to make the surface as good as before after laying of PVC pipes.

Item No-15:
The price shall cover supply of all materials for surface sub main wiring between BDB to individual switch board by two wires with single core FR PVC insulated multi strand bare copper conductor of size 4 Sq.mm, 1100 volts grade conforming to IS: 694, make Finolex/L&T/Poly-cab/BCH drawn inside 20/25mm size of heavy PVC conduit pipe of make Bajaj (P'n'P)/Plaza/Poly-cab/AKG conforming to IS - 9537. FR PVC insulated 2.5 sqmm. copper wire 1100 volts grade conforming to IS: 694, make Finolex/L&T/Poly-cab/BCH is to be run along the wiring as earth continuity wire. The PVC conduit pipe should be of Grey colour to differentiate it from telecom wiring. If the PVC conduit pipe 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.

Item No.16:
The price shall cover supply of all materials for surface main wiring between main switch to BDB by two wires with single core FR PVC insulated multi strand bare copper conductor of size 6 Sq.mm, 1100 volts grade conforming to IS: 694, make Finolex/L&T/Poly-cab/BCH drawn inside 20/25 mm size of heavy PVC conduit pipe of make Bajaj (P'n'P)/Plaza/Poly-cab/AKG conforming to IS - 9537. FR PVC insulated 2.5 sqmm. copper wire 1100 volts grade conforming to IS: 694, make Finolex/L&T/Poly-cab/BCH is to be run along the wiring as earth continuity wire. The PVC conduit pipe should be of Grey colour to differentiate it from telecom wiring. If the PVC conduit pipe 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.

Item No.17:
The price shall also cover supply of 5 Amps, 230V ceiling rose of make Anchor/SSK/CONA conforming IS - 371 or AB holder of Anchor/Cona/SSK make.

Item No. 18:
The price shall cover dismantling of old damaged MS sheet concealed board; supply and fixing of a new MS sheet board with sunmica top duly painted/finished properly. The price shall also cover grouting of Bolts, earthing connections, incoming/outgoing cable connection etc., if any. The price shall also cover opening of walls, (and making good thereafter). The work shall be carried out as per standard engineering practice.

Item No.19:
The price shall cover neatly arranging of shabby surface wiring/hanging wires etc. through casing-capping/PVC pipe or through flexible conduit pipe, as the site demand. The dressing up of wiring shall be as per standard engineering practice. The price shall also cover supply of PVC casing-caping/PVC pipe, flexible PVC conduit pipe, screw, PVC sleeves, ditto fix/fevicol etc.

Item No.20:
The price shall cover concealing of existing wiring through suitable size of flexible polythene and thickness of polythene pipe should not be less than 2 mm. The wiring shall be as per standard engineering practice. The wiring shall be embedded in the wall and to be connected to the switches etc.

Item No.21:
The rate includes fixing, testing & commissioning of straight through joints/end termination of HT XLPE UG cables at site as per the requirement and desired by the site in-charge. Only the jointing kit will be supplied by Railway. Rate includes all other items required for the work to be supplied and executed by the contractor. The jointing kits are to be collected from the store of the concerned SSEE with the help of contractor's labour.

Item No.22:
The rate includes welding of Rail poles/SST pole at the base with Rly supplied Brackets and provision of muffing at the base of the pole as per the direction of the site Incharge.

Item No.23:
The rate includes dismantling of Rail Pole/SST pole/RS Joist pole, etc. as per the direction of site Engineer Incharge & submitting to Railway authority, by the contractor with his labour, tools & transportation.

Contractor



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Item No.24:
The rate includes supply, erectin, testing & commissioning of 2.5 mfd capacitor for ceiling fan of make Spark or any other reputed make.

Item No.25:
The rate includes earthing in any type of soil/rock as per CEE/ECoR's drawing No.CEE/GS/Earthing/02(mod-1),dt.28.11.07 with sump including supply of all materials, earth cone pipe (make-Zindal/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.26:
The rate includes supply of 8 SWG GI wire.

Item No.27:
The rate includes excavation of earth pit in any type of soil/rock with casting of cement concrete foundation in the ratio 1:3:6(stone ballast of size 20mm) for erection of RS Joist/Rail pole/SST pole or any other pole. 12 mm thick cement plastering in the ratio 1:6. The size of the muffing shall be 500mmX500mmX500mm with proper slope.

Item No-28:
The rate include erection of SST pole/Rail Pole/RS Joist by the contractor with his labour & tools

Item No-29:
The rates includes supply & fabrication of R.S. joist of 200 X 100mm (ISMB-200) of 11 mtr long.

Item No-30:
The rate includes supply of 11KV danger board with the inscription "Danger" 11000V. In regional language, Hindi & English including, Skull & Bones as per IS: 2551 means for pole symbol.

Item No-31:
The rate includes supply of AB switch 11 KV, 400 Amps capacity (vertical type) complete with base frame, insulators, operating rod with locking arrangement conforming to CEE's specification No.CEE/DEV/DO/150/6.66 or latest including 3 sets of horizontal/vertical bracing.

Item No-32:
The rate includes supply of 11KV 50/60A capacity expulsion type drop out fuse (1set-3nos) as per Specification No.CEE/4/10-64 or latest.

Item No.33:
The rate includes supply of 11 KV lightening arrester, 10 KA as per Specification No.CEE/D/LA/2.66 or (3 Nos. – 1 set) (make-OBLUM/ ALSTOM/ Lamco/JSI/ABB.) complete with mounting arrangements

Item No -34:
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 -35:**
The rate includes painting of SST pole/RS Joist pole/ Rail pole with two coats of Alu. Paint over single coat of anti-corrosive Red oxide primer. Paint class "A' (Nerolac/ASIAN PAINT/ SHALIMAR/ BERGER) to be provided and executed by the contractor with his labour & tools.

**Item No-36:**
The rate includes supply & spreading of sand in Sub-Station.

**Item No-37:**
The rate includes supply & delivery in stacks of hard stone machine crushed ballast of size 50 mm on cess along with spreading of ballast over sub-station area at specified locations and dressing the ballast to a proper profile as instructed by the engineer- in charge.

**Item No.38:**
The price shall cover supply of 11KV Disc type Insulators (make-BHEL/JSI/WI industries/Allied ceramic) complete with holding arrangement.

**Item No.39:**
The price shall cover supply of 11KV Pin type Insulators (make-BHEL/JSI/WI industries/ Allied ceramic) complete with holding arrangement.

**Item No.40:**
The rate includes painting of 4 pole structure including all members, name board, earth pit etc with two Alu, paint over a single coat of anticorrosive Red oxide primer. Paint "A' class (Nerolac/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.41:**
The rate includes supply of 40 Amps Miniature Circuit Breaker (MCB), DP, 10kA breaking capacity, C-curve conforming to IEC-60898-2002/IS-8828-1996 or latest of make Indo Asian/Legrand/ L&T/ABB/ C&S/HPL/GE.

**Item No.42:**
The rate includes supply of 6-25 Amps Miniature Circuit Breaker (MCB), SP, 10kA breaking capacity, C-curve conforming to IEC-60898-2002/IS-8828-1996 or latest of make Indo Asian/Legrand/L&T/ ABB/C&S/HPL/GE.

**Item No.43:**
The rate includes supply of 63 Amps Miniature Circuit Breaker (MCB), DP, 10kA breaking capacity, C-curve conforming to IEC-60898-2002/IS-8828-1996 or latest of make Indo Asian/ Legrand/L&T/ABB/C&S/HPL/GE.

**Item No.44:**
The price shall cover supply of L.T. Pin type Insulators (make-BHEL/JSI/WI industries/Allied ceramic) complete with hardwire.

**Item No.45:**
The price shall cover supply of L.T. Shackle type (make-BHEL/JSI/WI industries/Allied ceramic) Insulators complete with hardwire.

**Item No.46:**
The price shall cover supply and stringing of ACSR Conductor of size 6/1/2.59 on the Rail Pole/SST poles/RS Joist pole or any other pole & complete in all respect as directed by the Engineer in charge of work at site.

**Item No.47:**
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.48:**
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:

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

e. Providing new gaskets and new oil seals for the whole transformers to arrest the leakages.
f. Cleaning the transformer tank inside and outside.
g. After replacing gaskets and oil seals, sealing the transformer completely.
h. Silica gel will be replaced in the Breather.
i. After thorough cleaning, transformer Painting will be done with one coat of red oxide and two coats of Enamel AD Grey Paint.
j. All new 70C Grade Gaskets, Oil seals and painting Material supply is in the scope of the agency.
k. Thorough overhauling and reconditioning of the transformer with associated gauges, meters, horn-gap with replacement of explosion vent diaphragm.
l. The total maintenance activities for transformer overhauling shall be completed within 7 days.
m. The work shall be guaranteed for a period of 6 months.

Item No.49:
The rate includes toping up transformer oil through ultra high vaccum filter machine and filtration until to get satisfactory BDV and IR values.

Item No.50:
The rate includes supply, fixing and commissioning of 250A, 4P, MCCB, 50 kA breaking capacity of make HPL/ Indo Asian/Legrand/L&T/ABB/C&S/GE make conforming to IS/IEC-60947-2 or latest.

Item No.51:
The rate includes supply, fixing and commissioning of 400A, 4P, MCCB, 50 kA breaking capacity of make HPL/ Indo Asian/Legrand/L&T/ABB/C&S/GE make conforming to IS/IEC-60947-2 or latest.

Item No.52:
The rate includes dismantling of HT/LT OH line including insulators & bracket etc & submitting to Railway authority by contractor with his labour, tools and transportation.

Item No.53:
The rate includes dismantling of LT outdoor feeder pillar/floor mounted panel etc.& submitting to Railway authority, by contractor with his labour, tools and transportation

Item No -54:
The rate includes surface wiring of light/fan/glow signage board point complete with supply of materials by three wires with single core FR PVC insulated multi strand copper conductor of size 2.5 Sq.mm, 1100 volts grade conforming to IS - 694, make Finolex/L&T/Poly-cab/BCH. Three control wires are to be drawn inside 20/25 mm size of heavy PVC conduit pipe conforming to IS - 9537 of 1980 of make Bajaj (P'n'P)/Plaza/Poly-cab/AKG for 30 %, 70 % light/fan control and neutral, fixed firmly under PF cover with suitable clamps of MS sheet 3mm thick at a regular interval of not more than 50 cms. The PVC pipe should be of Grey colour to differentiate it from telecom wiring. If the PVC conduit 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. The connection is to be tapped off from the DB. The connection is to be terminated in a PVC ceiling rose 5 amps of make Anchor/SSK/CONA conforming to IS - 371 fixed on suitable size PVC circular box. FRPVC insulated multistrand bare copper conductor of size 1 Sq.mm, 1100 volts grade conforming to IS - 694, make Finolex/L&T/Poly-cab/BCH is to be taken along with the PVC pipe up to ceiling rose as earth wire.

Item No.55:
The rate includes surface wiring of 6 amps socket point complete with supply of materials by two wires with single core FR PVC insulated multi strand bare copper conductor of size 2.5 Sq.mm, 1100 volts grade conforming to IS 694 make Finolex/L&T/Poly-cab/BCH drawn inside 20/25mm

size of heavy PVC conduit pipe of make Bajaj (P'n'P)/Plaza/Poly-cab/AKG conforming to IS - 9537. Connection is to be tapped off from the nearest junction box/DB. Flush type socket 6 amps Anchor/ Cona/SSK make is to be fixed on suitable size PVC Box. . FRPVC insulated multistrand bare copper conductor of size 1.5 Sq.mm, 1100 volts grade conforming to IS - 694, make Finolex/L&T/Poly-cab/BCH is to be taken along with the PVC pipe up to earth pin of socket as earth continuity conductor. The earth pin of the socket is to be earthed properly. Flush type switch 6 amps Anchor/ Cona/SSK make is to be provided on the PVC switchboard. The PVC conduit pipe should be of Grey colour to differentiate it from telecom wiring. If the PVC conduit pipe 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.

**Item No-56:**

The rate includes supply of loop-in-loop out box of MS sheet 2 mm thickness of size 200mmX 150mm X 100mm, 3 way 15 Amps. 250V. loop-in-loop out box shall be painted with two coats of grey colour paint over single coat of anti-corrosive Red oxide primer. Paint class "A' (Nerolac/ASIAN PAINT/SHALIMAR/ BERGER).

**Item No.57:**

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.58:**

The rate includes supply of 1.1KV PVC/XLPE, 4 core 16-35 sq.mm straight through jointing kits of make-Denson/Raychem.

**Item No.59:**

The rate includes supply of 1.1KV PVC/XLPE, 4 core 50-95 sq.mm straight through jointing kits of make-Denson/Raychem.

**Item No.60:**

The rate includes supply of 1.1KV PVC/XLPE, 4 core 120-185 sq.mm, straight through jointing kits of make-Denson/Raychem.

**Item No.61:**

The rate includes supply of 1.1KV PVC/XLPE, 4 core 225-300 sq.mm, straight through jointing kits of make-Denson/Raychem.

**SCHEDULE C**

**Item no.1:**

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

a. Monthly statement:

| SN | 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 Consu-med | Bill Amount | CODE for observation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

Contractor



DEE/G/KUR at BBS

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

| SN | Consumer Code | Name | PFNo | Station/ Area / Locality | Qtr No./ Shop No | January | | February | | ..... | Total Units Consumed in the year | Tital 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.

Contractor



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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**

**Item No.1**

The cost covers Comprehensive AMC of Auto change over CLS panel of 5 KVA capacity. This includes checking of the Auto change over CLS panel once in every two months for it's working, checking input/output voltage, cleaning & tightening of all contactors and connections shall be ensured once in every two months.

**Item No.2**

The cost covers Comprehensive AMC of Auto change over CLS panel of 10 KVA capacity. This includes checking of the Auto change over CLS panel once in every two months for it's working, checking input/output voltage, cleaning & tightening of all contactors and connections shall be ensured once in every two months.

**Item No.3**

The cost covers Comprehensive AMC of Auto change over CLS panel of 25 KVA capacity. This includes checking of the Auto change over CLS panel once in every two months for it's working, checking input/output voltage, cleaning & tightening of all contactors and connections shall be ensured once in every two months.

**Item No.4**

The cost covers Comprehensive AMC of Auto change over CLS panel of 50 KVA capacity. This includes checking of the Auto change over CLS panel once in every two months for it's working, checking input/output voltage, cleaning & tightening of all contactors and connections shall be ensured once in every two months.

**Special conditions for Maintenance.**

1 The work is involved the preventive maintenance as per the explanatory notes mentioned above for listed CLS auto changeover panels in Annexure B(i). The quantity of CLS auto changeover panels may be decrease or increase in number. All the equipments should be attended in every two months as well as breakdown for corrective maintenance within 24Hrs. from the call recipient.

2 The Agency is completely responsible to keep the CLS auto changeover panels in sound and working conditions. All precautionary measure should be taken as per I.E. Rules while attending the breakdowns and so preventive maintenance. Railway will not be responsible for any mis-happening to agencies employees while carrying out the maintenance job.

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3 The agency shall depute well qualified and experienced Service Engineer at BAM and PSA for maintenance of CLS auto changeover panels under SSEE / BAM and PSA.

4 One failure register will be opened by SSEE/ BAM and PSA. Agency should register his and his representative mobile No. for quick information.

5 No passes will be issued to agency for their travelling/ attention for maintenance.

6 Contractor will be required to make his own arrangements for the accommodation of his staff, materials and tools etc.

7 On Failure/ breakdown, agency should be informed by Electrical control through telephonic message or concern SSEE. Agency should be attend within 24Hrs. after information & CLS auto changeover panels must be rectified within 48Hrs. of breakdown.

8 Before execution the work same may be joint inspection of the equipment done by Agency with concern SSEE as per listed items. On joint inspection the Details particulars of equipments, condition of equipments shall be checked and same be handed over to department at the time of finalization with satisfactory condition.

9 Every attention should be recorded location cum equipment wise. Where date, failure particulars, replacement of spares should be mentioned and same should be signed by concern SSEE & DEE (G) or ADEE (G) .The record should be submitted at the time of billing. If any alteration / modification is required for the said equipment to better its performance, same should be noticed to concern SSEE & ADEE (G) with recorded in maintenance register.

10 All equipment should be maintained at their location but on major failure same may be taken by agency in his service station for rectification. Before collection of the equipment for major repair by Agency, it should be recorded at concern store after issue of necessary documents.

11 The works shall include all necessary parts, contactors, accessories, small parts etc. whether specially mentioned or not, to complete the work for efficient functioning of the equipments and also testing & commissioning to bring the equipment in service to the full satisfaction of the Railway.

12 The maintenance work should be done with good workmanship and to the full satisfaction of Railway administration. The failure will be count from the date of information by the department as per the penalty clause.

13 The make of replaced item should be original or approved make.

**Annexure B(i)**

| Sl No. | Location | Capacity | | | |
|---|---|---|---|---|---|
| | | 5 kVA | 10 kVA | 25 kVA | 50 kVA |
| **BAM section** | | | | | |
| 1 | Brtahmapur | | | 1 | |
| 2 | Jagannathpur | | 1 | | |
| 3 | Chatrapur | | 1 | | |
| 4 | Ganjam | | 1 | | |
| 5 | Humma | | 1 | | |
| 6 | Rambha | | 1 | | |
| 7 | Khallikot | | 1 | | |
| 8 | Chilika | | 1 | | |
| 9 | Balugaon | | 1 | | |
| 10 | Solari | 1 | | | |
| 11 | LC gates (320,317,313,309,306,304, 302,294,289,286,284,278,276,275,274, 273,271,270,260,258,250,247) | 22 | | | |
| 12 | IBS (NRSP Stn) | 1 | | | |

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| | | | | | |
|---|---|---|---|---|---|
| PSASection | | | | | |
| 1 | Palasa | | | | 1 |
| 2 | Summadevi | | 1 | | |
| 3 | Mandasa | | 1 | | |
| 4 | Baruva | | 1 | | |
| 5 | Sompeta | | 1 | | |
| 6 | Jhadpudi | | 1 | | |
| 7 | Icchapuram | | 1 | | |
| 8 | Surla Road | | 1 | | |
| 9 | Golanthra | | 1 | | |
| 10 | LC gates (359,358,354,353,339, 334,330,326,IPM,JPI,SPT,BAV) | 13 | | | |
| | | | | | |
| TOTAL | | 37 | 16 | 1 | 1 |

**Schedule E: Statutory reimbursable taxes**

The contractor has to submit

(a) 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.

(b) Return of contribution towards ESI { Form 5 Regulation 26}

(c) 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.

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.

**********

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 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<br>Diploma holder Engineer – 1No | ₹ 25,000/- for each month or part thereof for the default period to be recovered from the contractor. |
| ₹ 200 Lakh and above. | Engineers<br>Graduate Engineer – 1No | ₹ 40,000/- for each month or part thereof for the default period to be recovered from the contractor. |

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.

Contractor



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...e of **Railway's Plant & Machinery:**
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/retrenched 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.

Contractor



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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.

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 mode 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.

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 ₹ **9,36,904/-** (Rupees Nine lakh thirty six thousand nine hundred four only) out of which you have deposited ₹ **2,30,330/-** (Rupees Two lakh thirty thousand three hundred thirty only) vide online transaction ID PE 239137/0040958139, dtd.10.05.2017 towards E.M.D. Balance amount of ₹ **7,06,574/-** (Rupees Seven lakh six thousand five hundred seventy four 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 of 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) Security Deposit shall be returned to the contractor after the expiry of warranty period and after passing the final bill based on No Claim & Guarantee Obligation certificate. 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 ₹ **9,36,904/-** (Rupees Nine lakh thirty six thousand nine hundred four 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.

d. 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.

e. 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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**ANNEXUR "D"**

## 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:

Not-withstanding 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:

2.5.1 100% 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 erection portion of work and 80% against supply portion against Schedule-B, Schedule-C & Schedule D as per the progress of work. 100 % payment will be made after completion of

all work duly tested and 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) 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.

(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 **Sr.Section Engineer (Elect)/BAM & PSA.**

2.8 Disposal of released parts:.
The released materials if any shall be deposited to the Railway.

2.9 Warrantee 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.

Contractor



DEE/G/KUR at BBS

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 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 fulfillment 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 there of 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 acquittance 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 | From 01.09.2017 | Withdrawal of advance acceptance of the contract, and forfeiture of security unless Railways agree to extend the period. |

Contractor



24/08/17
DEE/G/KUR at BBS

## 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), Chandrasekharpur, 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.

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 detected 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.

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 Rs 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 there,of to any other party or partner(s) without the consent of the Railway.

3.10 ADVERTISEMENT:
The contractor's staff shall not carry of 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.

Contractor



DEE/G/KUR at BBS

**ANNEXURE "F"**

## 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 commencement of work i.e, from 01.09.2017 to 31.08.2019.

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, Schedule-C and Schedule–D and in no case the staff deputed against Schedule-"A" shall be utilized against the work contained in Schedule B, Schedule-C and Schedule–D.

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.

Contractor



DEE/G/KUR at BBS