

**FOLLOWING CRITERIA TO BE FOLLOWED BY
CONTRACTOR FOR TRACK WORK.**

1. The contract shall be governed by general condition of contract and standard specification laid down in relevant paras of Indian Railway P. Way Manual. In case of any ambiguity regarding interpretation of works, the meaning contained in manual and codes will prevail.
2. Bonded labour system (abolition), 75 would be observed strictly.
3. The contractor shall arrange for “Look out Man”, and megaphone / hooter in addition to Railway’s arrangements for protection to warn the contractor’s labour of any approaching train. No compensation will be paid by Railway in case of injury or death to contractor’s labour and contractor shall indemnify the Railways of any responsibility in regard to his supervisors & labours.
4. For executing the work the contractor has to arrange his own tools and equipments unless otherwise stated in the item. Railway may provide specialized equipments which are specifically mentioned in the description of items. The set of tools / equipment required for each gang for satisfactory execution of work, will be given to contractor immediately after issue of Acceptance letter. Contractor has to arrange the same for verification at least seven days before actual commencement of work.
5. In all cases the work shall be carried out under supervision of competent Railway officials. Protection of running lines and erection of speed restriction boards would be arranged by Railway. Under no circumstances, the contractor shall commence work on running lines without Railway’s official’s permission and his presence at site.
6. i. If any unsafe working is resorted by contractor, Railway Supervisor would be free to stop further work and contractor will have no claim for compensation due to on account of unsafe working.
ii. In case there is delay or any defect in carrying out any operation by contractor, Railway Supervisor would be free to deploy Railway labour / track machine as required and suitable recovery shall be made from contractor’s bills equivalent to department cost. The same condition will be applicable if the contractor’s labour leaves the job unfinished and it is considered necessary to attend the remaining job by Railway’s labour in the interest of safety.
7. The contractor should engage the required number of qualified and experienced staff who is well conversant with track relaying work. The contractor shall employ and post at site technical supervisors in sufficient numbers who should be adequately qualified and experienced in execution of P. Way works. The technical supervisor so engaged by the contractor shall have to pass required medical examination and also safety tests. Railway may also organize training for Contractor Supervisor and the cost of such training will have to be borne by the Contractor. After such training, a certificate shall be issued to contractor’s supervisor. Identity Card for such Supervisors will be issued by Engineer-in-charge of the works and the same will be valid for the completion period of Contract.

8. The name of particulars of technical qualification and record of experience of the supervisor employed should be advised to the Engineer-in-charge. If in the opinion of the Engineer-in-charge that supervisor is not fit to be in charge of the work, he should forthwith replaced and the identity card issued to Contractor's Supervisor will be cancelled / withdrawn by Engineer. In the matter, decision of the Engineer-in-charge will be final and will be binding on the contractor.
9. The contractor will arrange for safe custody of material supplied to him and arrange for posting of necessary watchman as required. In case of any loss of material the Railway is entitled to recover the cost at the rate of original purchase rate/market rate, whichever is higher plus codal charges.
10. No compensation shall be payable to the contractor if the work can not be done due to non-availability of traffic block, sudden rains or any other reason whatsoever. The contractor should take in to account that the probability of labour utilization depending on the traffic density of the section and quote his rates accordingly.
11. Site order books, progress report register and material issue register shall be maintained at site and entries will be recorded on day-to-day basis in the registers and signed jointly by Railway Supervisor and contractor or his authorized representative. All details of handing and taking over sections for different stages or packing, imposition and removal of speed restrictions, measurement of track parameters, accountal of released material etc. should be recorded.
12. In case loading/unloading from Railway wagons all commercial formalities shall be observed. All demurrage/wharfage charges accruing due to neglect of contractor will be recovered from outstanding bills of contractor.
13. In case trains are detained at the approach of work spot due to their passage being considered unsafe by Railway supervisor because of bad workman ship of contractor's labour or due to abandoning the site leaving the work unfinished. The Railway shall be entitled to recover detention charges from contractor's bill/SD at the following rates;
 In case of trains carrying passengers – ` 10000/- per hours.
 In case if trains carrying goods wages – ` 8000/- per hours.
 In case of light, power/departments trains – ` 5000/- per hour.
14. No deep screening work will be carried out during rainfall and no compensation will be paid for loss of time on this account.
15. 25mm sizes screen (size of the holes) will be used for screening the ballast. Muck will be defined as material passing through this screen.
16. No ballast will be wasted on the slopes of banks or in cuttings. All ballast from the slopes shall be picked up and put in the track as directed by Engineer.
17. Speed restriction for carrying out the work will be imposed only when the contractor has arranged sufficient labour for working. The assessment of adequacy of labour will be made on the basis of progress expected per week in

- relation to completion period and the decision of Engineer in this regard will be final.
18. Contractor should have group insurance of all labours engaged at site for a minimum of Rs.1 lakh each.
 19. Contractor will also indemnify for the loss due to train accident at site to an amount of loss incurred by the Railway, if the accident is due to the negligence of the contractor.
 20. At locations, where it is not possible to provide specified cushion due to rocky formation or any other reasons, pro-rata deduction will be made from the item of deep screening.
 21. Immediately after deep screening and insertion of new sleepers (as applicable) initial packing will have to be given which shall be deemed to have been included in the basic rates. Payments will be made only for first packing after 3 days and second packing after 10 days or as ordered by the Engineer at site to facilitate relaxation of speed 30 kmph & 50 kmph respectively.
 22. The work shall include sleeper squaring and spacing, if required by the Engineer in charge. No payment will be made for the same.
 23. Patches for deep screening to be taken up on a particular day shall be decided in advance and the same patch should be completed before the days work is completed.
 24. Unless otherwise provided for in the schedule of rates & quantities accompanying this document, all muck shall be disposed off in railway land adjoining the cess as per the direction of railway's Engineer in charge.
 25. Simultaneous clearance of released material and muck shall be ensured by the contractor. No backlog of disposal of released / surplus material / muck etc. beyond one week of progress of work will be permitted otherwise payment for main items will be restricted to 75% of the agreement rate for that items from which material / muck have been released.
 26. The Engineer-in-charge of work will issued a calendar of execution of various items along with its location clearly indicating priorities. Contractor will required to deploy his manpower and machinery as per priorities fixed by Engineer. In no case work indicated at lower priorities will be allowed to be executed ahead of higher priorities items / location.
 27. **P.Way material released will have to be collected and properly stacked as per directions of Engineer- in- charge. 10% of bill amount will be withheld till the released material is collected & stacked as directed by Engineer-in-charge.**
 28. **"In case creation of unsafe working due to infringement/entanglement of P.way materials (Rails. Sleeper, etc) or/and tool & plants, deployed at worksites with running trains, a penalty of Rs. 1,00,000/- shall be imposed per incident. In case of repeated such incidence, contract is liable for terminating as per contract conditions." (Ref:- L.No's. W.636.T.FBWP/Tender/2017 dated:- 12.10.2021)**

