

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. General**

- 1.1. These "Special Conditions and Specifications, instructions to tenderers and the stipulations made in the Schedule of quantities and rates" shall govern the works executed under this contract in addition to the "Railway's Specification for Materials and Works, General Conditions of Contract and IRUSSOR- 2021 (NCR) and DSR-2023", each, as amended by correction slips from time to time.
- 1.2. Where there is any conflict between these "Special Conditions and Specifications" and the "Schedule of quantities and rates" on one hand and the "Railway's Specifications for Materials and Works, General Conditions of Contract and the IRUSSOR-2021 (NCR) and DSR-2023" on the other, the former shall prevail.
- 1.3. Any foot note/s appearing below the item/s of the contract schedule will take precedence over these Special Conditions.
- 1.4. Any Specifications / Conditions stated by the tenderer in the covering letter submitted along with his tender shall be deemed to be a part of the contract only to such extent as have been explicitly accepted by the Railway.
- 1.5. The special conditions supplement the General Conditions of Tenders and Additional General Conditions of Tender, the General Conditions of Contract and the notes appearing under the relevant chapter and sub-chapters of the Standard Schedule of Rates-2021 (NCR) and DSR-2023 should be considered a part of the contract papers. Where the provisions of these conditions are at variance with the General Conditions of Contract, these special conditions shall prevail.
- 1.6. The General Conditions of Contract shall mean the General Conditions of Contract as amended and/or corrected from time to time and obtaining at the time of accepting of the tender and at the time of execution of the agreement. It should be the responsibility of the Contractor before submitting his tender and again before entering into said agreement to ascertain all amendments and/or corrections made to the said General Conditions of contract.

### **2. USE OF MATERIALS SECURED WITH GOVERNMENT ASSISTANCE**

- 2.1. The Railway shall not supply from its own quota to the contractors controlled or imported commodities. Assistance will, however, be given by recommending to appropriate authorities on contractor's application for issue of import licenses and release of controlled commodities if the Engineer is satisfied that this material is actually required by the contractors for carrying out the work and is not available in the country.
- 2.2. Where any raw materials for the execution of the contract are procured with the assistance of Government either by issue from Government, stocks or purchases under arrangements made or permit(s) or license(s) issued by the Government, the Contractor shall hold the materials as trustee for the Government and use such materials economically and solely for the purpose of the contract against which they are issued and not dispose off them without permission of the Government and return, if required by the Government, all surplus or unserviceable materials that may be left by him after completion of the contract or at its termination for any reason whatsoever on his being paid such price as Government may fix with due regard to the condition for any reason whatsoever on his being paid such price as Government may fix with due regard to the condition of the materials. The freight charges for the return of the materials according to the direction of the purchaser shall be borne by the contractor, in the event of contract being cancelled for any default on his part. The decision of Government shall be final and conclusive.

- 2.3. In the event of a breach of the aforesaid conditions, the contractor shall in addition to throwing himself open to action for contravention of terms of the license(s) or the permit(s) and/or for original breach of trust be liable to account to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

### **3. HIRE OF PLANT & MACHINERY AND OTHER FACILITIES**

The contractor shall make his own arrangements for all plants and machinery, other facilities, equipment's, tools including spare parts, fuel and consumable stores, and all labour required to ensure efficient methodical execution of the work. The rates quoted and accepted shall be deemed to be inclusive of all charges of such items.

On the contractor's request the Railway may, however, give on hire plant and machinery/other facilities, equipment and tools, if available spare with the Railway, without any commitment on the part of the Railway to do so, in such case, the hire charges for plant and machinery per annum will be calculated to cover interest, ordinary repairs and maintenance charges at 5%, special repairs and maintenance charges at 10%, depreciation charges as per extant rules of the Railway, and an additional 10% on the total of these four above, on the cost of the Plants & Machinery, which will be the present day market value plus freight and other incidental charges increased by 12.5% supervision charges.

Hire charges for items other than plant and machinery, which do not require any form of repair and maintenance, shall only take into account interest on capital, depreciation and an additional 10% on these two.

The hire charges per day shall be arrived at by dividing the annual hire charges by 250, which shall be assumed to be the number of working days in a year for this purpose only. These hire charges will be payable from the day the plant is handed over to the day it is returned to the Railway administration. If, however, during this period the plant remains out of order for reasons beyond the control of the contractor, or is withdrawn for periodic overhaul or any repairs, such periods shall not be counted for levy of hire charges. The contractor shall enter into a separate agreement in this respect and the terms and conditions as per the agreement will be final and binding on the contract.

In the event of a plant or equipment or facility given on hire to the contractor not being returned to the Railway administration in reasonably good working order/depreciation that it would have suffered for the period of hire, the Railway shall treat the plant/facility as on sale, as per extant orders of the Railway, from the date it was initially given on hire, withdrawing the hire terms and charges.

If, however, the plant and machinery/other facilities, equipment's, and tools requisitioned by the contractor are not available in Railway's stock or the Railway decides not to supply the same for reasons whatsoever, neither the Railway shall be bound to arrange for the supply thereof nor will the Railway's inability to supply them be accepted as an excuse for delay in the completion of the works/or for any claims thereof.

### **4. HANDING OVER OF SITE**

Contractor should start the work within 7 days from the date of issue of acceptance letter. The site will be handed over to the contractor/authorized representative after reporting from the contractor's side. It will not be binding on the Railway to hand over full site at a time in the starting to the contractor, but the site will be handed over to the contractor commensurate with the progress of the work. A note of handing over of site to the contractor in addition to entry in the site order book will be prepared duly signed by the Railway and Contractor's representative and submitted to the Engineer In charge

## 5. SETTING OUT OF WORKS:

- 5.1. In case of bridges the Railway will initially set out the center line of the bridge and the alignment and fix the position of the piers and abutments. The contractor shall thereafter set out the work and every part thereof fully. The contractor shall be responsible for maintaining the accuracy of the alignment, positions, levels and of the work in accordance with the drawings, directions or instructions given from time to time to him and every facility shall be given to the engineer for checking of the same. The contractor at his own cost shall rectify an error in the dimensions, alignments positions or levels of work set out or constructed by him to the satisfaction of the Engineer
- 5.2. In the case of building, or other structures the Engineer or his representative will set out the centre longitudinal or the face line and at least one main cross line. The work shall be set out by the contractor to the satisfaction of the engineer but his approval thereto shall not, nor shall his joining with the contractor in setting out the work relieve the contractor from his entire and sole responsibility for correctness thereof.
- 5.3. The contractor shall also provide, fix and be responsible for the maintenance of all stacks template profiles, level marks point etc. and must take all necessary precautions to prevent these from being removed, altered or disturbed and will be held responsible for the consequence of such removal, alterations or disturbances, should the same take place and for their efficient restatement.
- 5.4. Contractors shall submit detailed design calculations and drawings of centering, shuttering involving construction of any structures and other items of work to be executed for examination and approval.

## 6. SUPPLY OF WATER AND ELECTRICITY: -

- 6.1. The contractor shall make his own arrangements for water supply. Wherever it is convenient to the Railway Administration, the water from piped supply may be made available to the contractor, provided the contractor shall arrange at his own expense to effect the connections and lay additional pipe lines and accessories to the site of work and that the contractor shall not be entitled to any compensation for interruption or failure of the water supply. The contractor will have to pay for such water supply from Railway well or tube wells at a rate of one per cent on the amount of all items or work appearing in the bills payable to the contractor in respect of which work such water has been used by the contractor and such charges shall be deducted from sums due or payable by the Railway to the contractor from time to time. Water Connections to labour camps will not be permitted. Contractor has to make his own arrangement for water supply to the labour camps.
- 6.2. The contractor shall make his own arrangements for the operation of mechanical equipment's required for the execution of work and/or for the purpose of lighting for working during day/night time. Wherever, it is convenient to the Railway Administration, the electric supply may be made available to the contractor provided the contractor shall arrange at his own expense to effect the connections and lay additional wiring, provide meter and other accessories on the site. Such work of laying wiring etc. shall be done under supervision of a qualified staff and a certificate shall be required to be submitted to the effect that the work of wiring has been done as per rules or the work shall have to be got done through Railway Organization and the charges for the same shall have to be borne by the contractor as per extant rules.
- 6.3. The contractor shall not be entitled to any compensation for interruption or failure of the electric supply. The contractor will have to pay for such electric supply from Railway at a rate agreed to between contractor and Railway Administration and such charges shall be deducted from the sums due or payable by the Railway to the contractor from time to time.

- 6.4. Water available locally in wells, creeks or nallahs may be brackish water at some locations. It should be noted that no sea or brackish water shall be used in all classes of masonry, reinforced, mass concrete work and curing of work. In addition, water used for the above works shall be free from earthy, vegetable or organic matter, oils, acids and alkaline substance in solutions or in suspension and impurities and shall be fit for drinking.

## **7. WORKS INVOLVING USE OF CEMENT AND STEEL**

Cement and steel for use in the works should be procured by the contractor from the authorized/approved manufacturers/their authorized dealers/ authorized stock yards which should conform to IS Specification.

Cement bags should be procured preferably in paper/polythene bag packing & should bear the following information in legible markings:

- i) Manufacturer's name.
- ii) Registered Trade Mark of manufacturer, if any.
- iii) Type of Cement.
- iv) Weight of each bag in kg. or No. of Bags/Tonne.
- v) Date of manufacture, generally marked as week of the year/year of manufacture, e.g. 30/93 which means 30<sup>th</sup> week of 1993.

To ensure quality control, test certificates from the manufacturers should be produced by the contractors which should conform to the relevant specifications (latest specifications may be incorporated).

Railways may also take samples during the course of work & get the cement and steel tested to ascertain their conformity to specifications.

When such sampling is done, it should be as per specifications laid down in relevant IS Codes. Tests on Cement will be as per IS 4031 and any other test as specified by the Engineer or his representative.

Tests on steel samples will be carried out as per specifications laid down in relevant IS Codes.

The contractor should make his own arrangement for proper stacking and storing of cement, reinforcing bars and structural steel etc. All material should be protected from any depletion. The reinforcing bars should be protected from corrosion.

Further details have been indicated in the Special Conditions (Part-II)

## **8. PRESERVATION OF WORK**

Contractor should take all care to preserve the work until taken over by the Railway in good condition. Contractor is responsible for handing over of work to the Railway as per scope of contract.

## **9. EMPLOYMENT OF STAFF**

The contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person of Gazetted rank of Engineering Department which includes Civil, Mechanical, Electrical, Signal & Telecommunication Departments of Railways whether personable or non-pensionable who after retirement has sought engagement as contractor for or in connection with the execution of public works whether on Railway, P.W.D. or Defence Forces or as an employee of such contractor within 2 years of his retirement without obtaining the permission of the President of India before taking up such engagement or employment.

## 10. INSPECTION REGISTERS AND RECORDS

The contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests. The following registers will be maintained at site, by the Railway's representative.

### i) Site Order Register

The contractor shall promptly acknowledge orders given therein by the Engineer or his representative or his superior officers and comply with them. The compliance shall be reported by the Contractor to the Engineer in good time so that it can be checked.

### ii) Cement Register

This register will be maintained to record daily receipt and consumption of the cement duly indicating the balance quantity. The quantum of the work done for the cement issued on a particular date will also be maintained

### iii) Steel Register

This register will record the receipts of steel items and details of reinforcements and members wherever steel is used.

### iv) Labour Register

This register will be maintained to show daily strength of labour in different categories employed by the contractor.

### v) Log Book of events

All events are required to be chronologically logged in this book date and shift-wise.

### vi) Material Passing & Testing Register-

Register will show material brought at site, passed, rejected etc. with quantity, specifications & test results etc.

All registers at item (i) to (vi) mentioned as above will be maintained by the representative of the Engineer and signed by the contractor. Any other registers considered necessary by the Engineer, shall be maintained at site in which the representative of the Engineer and the contractor will have to sign. The registers, proforma charts, etc. will be the property of the Railway.

Registers as mentioned above will have to be maintained depending on the scope of the work as prescribed by Engineer at site.

## 11. SAMPLING AND TESTING

Contractor shall establish a field laboratory at site of work at his cost providing necessary facilities for performing routine type tests such as physical properties of cement, bricks, aggregate, water, concrete including its crushing strength to the satisfaction of the Engineer-in-charge. He will also arrange for the testing of physical/chemical properties of reinforcement steel used by him from Govt. approved test houses/Engineering Colleges to establish the quality of steel bars used. He shall ensure that equipment's provided are of latest specification and are in good working order and got calibrated at the laboratory. The contractor shall get certain percentage of samples tested at other approved laboratories as may be directed by the Engineer-in-charge as confirmatory tests at his own cost.

**12. SITE LABORATORY**

The contractor shall be required to provide a site laboratory –cum-site office with adequate space for equipment for carrying out testing aggregates, water, cement, sand and testing of concrete for compressive strength and workability, sieve analysis arrangements for aggregates and supporting assessments.

For ensuring effective execution of work contractor shall deploy, Auto level of proper magnification and Digital theodolite with latest specification.

Important events of construction of Bridge will have to be recorded by the Contractor in still and digital video format and will be handed over to Railway for record.

Suitable inspection facility will have to be provided by contractor to Railway officials / site supervisors for smooth execution of work at site of work.

**13. SALES TAX/COMMERCIAL TAX/TURNOVER TAX IN WORKS CONTRACT**

The element of sales tax/commercial tax/turnover tax in works contract, if any, shall be considered to be included in the rates quoted by the tenderer/s in the tender schedule. Sales tax /commercial tax/turnover tax on works contract will be recovered from the contractor's bill at the rate as applicable as per rules framed by State Govt. from time to time and remitted to the State Govt. by the Railways.

**14. SERVICE ROADS AND APPROACHES**

The rates for all items of the schedule shall be inclusive of the cost of all arrangements for crossing all obstructions to be crossed in the course of the work over land or across water and the cost of providing and maintenance of approach and/or service roads as may be necessary for bringing and removing the plants, machinery and material to and from the site of work including rent for use and/or compensation for damage if any to intervening private land traversed by such approach/service roads, and including cost of acquisition of land, if required for the purpose.

The contractor will be permitted to make use of available service roads of the Railways free of cost. Railway reserves the right to make use of the contractor's service road without paying any charges to him.

**15. SAFE WORKING METHODS**

The contractors shall at all times, adopt such safe methods of working as will ensure safety of structures, equipment and labour, Safety Rules that should be adhered to are given as guidelines in Appendix "A". If at any time, the Railway finds the safety arrangements inadequate or unsafe, the contractor shall take immediate corrective action as directed by the Rly's representative at site. Any directions in the matter shall in no way absolve the contractor of his sole responsibility to adopt safe working methods. The contractor is responsible for providing skilled personnel and adequate expert supervision so as to ensure complete safety.

**16. WORKING HOURS**

- 16.1. The contractor's attention is drawn to clause 23 of the General Conditions of Contract which stipulates that he shall not carry out any work between sunset and sunrise without the previous permission of the Engineer. However, on receipt of request in writing by the contractor, the Engineer may grant permission for doing works after sunset if he is satisfied that the contractor arrangements for so doing the work will ensure quality and workmanship and will also ensure safety of workmen and structures. The contractor will be primarily responsible to fulfil these conditions during the execution of works. It will be his responsibility to provide adequate lighting at all working places as well as to ensure safety during working. He will also appoint, if necessary, men to keep watch of the temporary structures during the progress of the work at night.
- 16.2. If the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may suo-moto order the contractor to carry out the works even at night without conferring any rights on contractor for claiming any extra payments for the same. The contractor will be responsible to comply with all the directions and instructions given by the Engineer in this regard.

**17. NOTICE TO PUBLIC BODIES**

The contractor shall give to the Municipality, Police and other authorities all notices that may be required by the law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges which may be liable on account of his own operation in executing the contract. He should make good any damage to adjoining premises whether public or private and provide and maintained any light etc. required in night.

**18. FIGURES AND DIMENSIONS**

Figures and dimensions on Drawings shall supersede measurements by scale and drawings to large scale shall take precedence over those to a smaller.

**19. PLEA OF CUSTOM**

The plea: Custom prevailing will not on any accounts be permitted as and excuse for infringement or any of the conditions of contract or specifications.

**20. LEGAL CHARGES**

A fee of Rs.200/- per legal document like partnership deed or power of attorney executed before or after the execution of the contract, will be recovered from the contractor for obtaining legal advice of the Law Officer.

**21. CARE OF STAFF**

No quarters will be provided by the Railway for accommodation of the contractor or any of his staff employed on the work. The contractor may be allowed to erect any labour camps for housing the labour at or near the site work on available Railway land. The contractor shall at his own cost make all necessary and adequate arrangements for the importation, feeding and preservation of the hygiene of his staff. The contractor shall permit inspection at all times of all sanitary arrangements made by him, by the Engineer or his assistant or the medical staff of the Railway. If the contractor fails to make adequate medical and sanitary arrangements these will be provided by the Railway and the cost thereof, will be recovered from the contractor.

**22. FIRST-AID**

The contractor shall maintain in a readily accessible place first-aid appliance including adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.

- 23.** Code Nos. description and rates given in the schedule are based on the Standard Schedule of Rates- 2010. Any discrepancies noticed at any time during the execution, currency of the work in wording, rates, quantity of cement etc. should be rectified by reference to the printed schedule which shall be treated as authoritative and binding on the contractor. The notes appearing at the beginning of each of the relevant chapters of the North Central Railway's Standard Schedule of Rates-2010 except as modified by these special conditions will be applicable to this contract, both for standard schedule and non-schedule items.

**24. CLAIMS**

- 24.1. The contractor shall put up his claim as per clause 43 of the General Conditions of Contract during the progress of work and not after completion of the work. All such claims shall be settled promptly during the progress of the work.
- 24.2. The contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the contractor after he have signed a 'No Claim Certificate' in favour of the Railway, in such form as shall be required by the Railway after the works are finally measured. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim Certificate" or demanding a reference to arbitration in respect thereof.

**25. SETTLEMENT OF DISPUTE- AS PER CLAUSE 63 & 64 of General Condition of Contract.****26. SHIFTING OF ELECTRICAL/TELEGRAPH WIRES/CABLES ETC.**

In some stretches, high tension grid towers/electric /telegraph/telephone wires or posts etc. may require shifting. It is expected that the electric lines/towers will be shifted in good time, but in case, there is any delay on this account suitable extension in period of completion will be considered and given to the contractor for only the affected portion and no compensation whatsoever in this respect or due to the delay thus caused will be payable and contractor has to adopt such methods of execution so as not to cause any damage to existing structures, lines etc.

## **27. TESTING AND FIELD LABORATORY**

- 27.1. Contractor shall provide a field laboratory for day-to-day testing at site during the progress of work. All the expenditure on this account shall be borne by the contractor and no extra payment shall be made by Railway.
- 27.2. The contractor shall get a percentage of samples tested from other approved laboratories as directed by Engineer-in-charge for confirmatory test without any extra payment to the contractor unless otherwise specified in the contract.
- 27.3. Materials supplied by the contractor will be required to be tested as required by the various codes and specifications at contractor's cost. If additional testing other than required by specification is ordered by Engineer, the testing charges shall be borne by the Department, if the results are satisfactory and will be borne by the contractor, if the same are found to be unsatisfactory.

## **28. FOREIGN EXCHANGE**

Any demand for foreign exchange for importing of equipment's & materials will not be accepted.

## **29. EMERGENCY WORK**

In the event of any accident or failure occurring in on or about the work or arising out of or in connection with the construction, completion or maintenance of the works, which 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 carryout repairs if the Engineer considers that the contractor is not in a position to do so in time and charge the cost thereof to the contractor.

## **30. CLEARANCE OF SITE**

The contractor after completion of the work shall clear the site of the work and tidy up the area and remove left over materials, debris etc. In case the contractor fails to do so, the same will be removed by the Railways and the cost thereof will be charged to the contractor. Rates of work(s) shall be inclusive of clearing the site, tidying etc. after completion of the work.

## **31. Implementation of – The building and other construction workers (RECS) Act, 1996 and The Building and other construction workers welfare cess Act, 1996 in Railway contracts.**

The tenderer for carrying out any construction work in any state as applicable must get themselves registered from the Registering officer under Section –7 of the Building and Other Construction Workers Act, 1996 and rules made there to by the concerned state Govt and submit certificate of Registration issued from the Registering Officer of the concerned state Govt. (Labour Deptt.) For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.

- 32. The vehicles of contractors can be drafted by the Railway Administrations in case of accidents/natural calamities involving human lives.

**33. SPECIAL CONDITIONS FOR ISSUE OF IDENTITY CARDES BY CONTRACTOR**

The contractor is bound to issue identity card to each and every person employed by him and deployed for execution of the contract work as per the prescribed format provided in the tender document, at his cost. Failure on the part of the contractor to issue identity cards to their employees will be treated as breach of contract conditions and therefore will be dealt as per clause No.62 (VII) of G.C.C.

It is mandatory on the part of every employee, deployed by the contractors to keep in his possession, the identity card, issued by the contractor throughout the execution of the work. Failure to possess such identity will be treated as unauthorized presence in the Railway premises. Such persons shall be liable for prosecution as per law.

It is mandatory for the contractors to submit the list of the employees issued with the identity cards and deployed for execution of the particular contract, to the railway's Engineer at site before commencement of the work and also for any subsequent changes made during the execution of the work.

No claims whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.

**PROFORMA FOR IDENTITY CARD**

**IDENTITY CARD SR.NO.** \_\_\_\_\_

DATE OF ISSUE: \_\_\_\_\_

CONTRACT AGREEMENT NO. \_\_\_\_\_

PARTICULARS OF EMPLOYEE:

**NAME OF THE EMPLOYEE:** \_\_\_\_\_

I) DATE OF BIRTH/AGE : \_\_\_\_\_

II) PERSONAL IDENTIFICATION MARK: \_\_\_\_\_

III) PERMANENT ADDRESS : \_\_\_\_\_

SIGNATURE OF CONTRACTOR) \_\_\_\_\_ (SIGNATURE/THUMB IMPRESSION OF EMPLOYEE)

(The person who signed the original tender document or the contract agreement)

## Appendix 'A'

**SAFETY RULES**

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as will, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than one horizontal to four verticals.
2. Scaffolding or staging more than 3.5 meters above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and where the height of the platform or the gangway or the stairway is more than 3.5 meters above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in the Para above.
4. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 meters in length while the width between side rails in swung ladder shall in no case be less than 300 mm for ladder up to and including 3.5 meters in length. For longer ladders this width should be increased by at least 20 mm for each additional meter of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public.  
  
The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.
5. Before any demolition work is commenced and also during the process of the work: -
  - (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
  - (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
6. All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.
  - (a) Workers employed on mixing asphalt materials, cement and live mortar shall be provided with protective goggles.

- (b) These engaged in white washing and mixing or attacking of cement bags or any materials, which is injurious to the eyes shall be provided with protective goggles.
  - (c) Those engaged in welding works shall be provided with welder's protective eye sight lids.
  - (d) Stone breakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.
- 6A. In case the contractors have to ply vehicles for the purpose connected with the contract adjacent to Railway track the Railway Administration will be at liberty to post an experienced staff as flag man for guidance of the movements such vehicles so as to prevent accidents and the contractor will bear wages including all etc. of the staff posted as flag man for the period of Contract for such periods during which such staff is posted for the purposes. The Rly. Administration will be sole judge in the absolute discretion, of the fact that it is necessary to post any staff, that which of the staff will be suitable for the purpose, that what should be the wages and other allowance payable by the contractor for staff posted for the purpose. The Rly. Administration will have a right without prejudice to other remedies to deduct the wages etc. of such staff from the bills of the contractor in respect of this contract of from any moneys or the contractor whatsoever available with the Railway Administration. The contractor will be liable for any over payments under Workman Compensation Act on account of any injury sustained to Railway servant during that period.
7. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
8. Use of hoisting machines and tackle including their attachment anchorage and supports shall confirm the following standards or conditions:
- (a)
    - (i) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
    - (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
  - (b) Every Crane Driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding.
  - (c) In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked within the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - (d) In case of departmental machine, the safe working load shall be notified by the Electrical Engineer-in- charge. As regards contractor's machines, the contractor shall notify safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work, get it verified by the Electrical Engineer concerned.

9. Motors, gearing transmission, electric wiring and the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means will as reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized insulating mats, wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
10. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is use. Adequate washing facilities should be provided at or near places of work.
- 10 (a). The work above Railway track and in the vicinity of track should be carried out under safety precautions issued by PCE safety circular issued on the subject.

#### **11. Use of explosives**

Explosive shall not be used on the work or brought to the site by the contractor without the written permission of the Engineer. After such permission is given, the explosives will be stored and used as per extant explosive rules of the Government of India/State Government.

12. These safety provisions should be brought to the notice of all concerned, display on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named herein by the contractor.

13. To ensure effective endorsement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be opened to inspection by Labour Officer/Engineer-in- charge of the Department or their representative.

#### **14. Precautions while working in the vicinity of track**

(a) When the work is required to be done along or near existing Railway track, the contractors shall take steps as are necessary including sturdy safety fencing for the safety of the track, labour working at site. He/They will also be required to programme his/their working so as not to interfere with movement of trains. No extra payment shall be allowed for these precautions. It should be ensured that the ballast of the track is not spoiled or mixed with earth. No extra payment will be made for such protection work.

(b) In addition to the precautions taken by the contractors for the safety of the track and labour, it may be necessary to post flagmen in some locations as additional safety measure. The contractor(s) shall be fully responsible for any damage to or trespass caused by his/their men to surrounding structure, Rly. bears no liability whatsoever on this account. Notwithstanding the above clause from (1) to (14) there is nothing in these to exempt the contract or the operation of any other act or Rule in force in the Republic of India.

(c) In case of less labours and if work not completed at site, then same may be completed by railway trackmen and their salary amount may be deducted from bills of contractors.

(d) In case of accident, an amount of 10% of contract value may be deducted from bills.

(e) Contract can be terminated with immediate effect in case of accident without giving 7 days and 48 hrs notice.