

SPECIAL CONDITION OF TRACK WORK

- 1 The work will be done under the supervision of the railway. Before commencing the work joint inventory of existing materials in track is to be taken by the railway's representative and contractor and jointly signed.
- 2 While unloading and carrying and laying materials in the block section or in stations yards, in tunnels, or outside the tunnels, contractor will ensure that no damage is caused to traction masts and their foundations, traction bonds, structure bonds etc. belonging to Railway Electrification/TRD Organisation. Care should also be exercised while handling released materials and stacking them to ensure that no damage is caused to the above structure. In case of damage, the loss is to be made good by contractor at his cost.
- 3 The materials moved by material train will be unloaded at the site by contractor's labour which shall be acknowledged by the PWI in charge at the sites to the effect that they have been correctly unloaded.
- 4 Contractor shall employ & post at site Technical supervisor who should be adequately qualified and well experienced in the execution of P.Way works, preferably a retired PWI/AEN. The name and particulars of technical qualification and record of experience of the supervisor employed should be advised to the Engineer-in-Charge. In the opinion of the Engineer-in-Charge, if the supervisor is not fit, he should be replaced forth with, and in this matter the opinion of Engineer-in-charge will be final and binding on contractor.
- 5 Old track lengths taken over and newly re-laid track should be maintained by contractor till all the works are over and handed over to the PWI.
- 6 The materials would be issued to contractor's authorised representative on vouchers. Contractor shall be exercising all reasonable care in handling the materials on track. The released rails, sleepers and fittings shall be stacked by the side of the track at convenient locations as directed by the Engineer-in-Charge. Contractor are responsible of breakage & loss in transit handling the Railway materials and cost there of will be recovered from contractor's dues.
- 7 Released materials and left over new materials will be handed over back duly stacked by contractor to the PWI after completion of the work at the PWI's Hd. Qrs station or at any other stations as directed.
- 8 For unloading of either new or released materials by the materials train, contractor's labour should be ready to undertake the job either at the depot or at the station yards or in the block section.
- 9 Each batch of labour engaged for these works should be headed by a Mistry employed by contractor who is conversant with the execution and maintenance of P.Way works.

- 10 Labour has to be arranged simultaneously for renewals of rails and sleepers with fittings as well as for track packing. Length of track for different operation or work as listed above will be as per the directions of the Engineer at site.
- 11 In case the rails are required to be cut during the traffic block period, the rails cutting has to be done by hacksaw blades at contractor's cost and to be kept ready at site in advance. The cutting frame necessary for use and the cutting blade should be procured by contractor and kept ready at site of work. Railway will however keep the Jim crow at the site of work for use free of cost. (In case the hacksaws do not give satisfactory performance, Jim crow can be used). Contractor should keep a ratchet with 31 drill bits and other accessories and a black smith with helper always at site of work for drilling fish bolt hole in the rails whenever required at contractor's cost.
- 12 Quality of packing will be inspected and certified after testing with a canon bowle by the PWI.
- 13 On completion of fourth packing, the track will be taken over by the PWI in the presence of contractor's representative duly conducting the joint inventory which will be signed by the PWI and contractor's representative.
- 14 On completion of work, released/left over materials and new surplus materials should be segregated and kept on the cess of track or cutting to facilitate easy loading on the material train. Contractor should keep his own chowkidars to guard the materials day and night till they are loaded irrespective of the length of the track taken over for maintenance purpose.
- 15 Watch and ward of new and released materials will be contractor responsibility till such time they are used in the work for returned to the PWI and correctly accounted for.
- 16 Shifting of labour camps from place to place as the work agencies will be done at contractor cost.
- 17 Contractor will co-operate with the PWI maintaining various register, charts and record etc. connected with the work and materials.
- 18 Contractor or his representative or his workmen will give to travel on the pushtrolley/motor trolley whenever necessary in the interest of the works and before doing so they will sign the indemnity bond in the prescribed form indemnifying the railway against all risks, damages. The Push Trolley will be given solely for contractor's use or his agent or his representative.
- 19 For movement of materials along the alignment from place to place beyond 100m of head lead, if it is necessary to use a dip lorry, the same will be given to the contractor free of cost. However, no dip lorry shall be allowed to be put on the track by him or his representative unless the PWI-in-Charge of the work is personally present, suitable block is obtained from the section controller and

adequate protection on both sides of track arranged. The PWI in charge of the work will be personally responsible for safe movement of the dip lorry. If on any day, block permissible is not available due to heavy train service, contractor cannot claim any compensation for idle labour and will engage the labour for other works. The loading & unloading of materials on to/from dip lorry and movement of the same will have to be done with contractor at his cost. Dip lorry is introduced only when it is absolutely necessary.

- 20 P.Way materials either new or second hand or released while stacking along side the alignment, care should be exercised to ensure that these stacks will not infringe the railway moving dimensions. The P.way Inspector will issue suitable directions to contractor in this regard.
- 21 The work of through rail renewal at level crossing will be taken up when specifically authorised by the Railway's representative after giving due notice to road users. The road surface will be made good after completion of the work at contractor's cost.
- 22 The work will normally be done for 6 days a week.
- 23 No compensation towards any accident either to contractor or his representative or labour will be paid by the Railway and contractors have to meet all the statutory obligations and liabilities in this regards.
- 24 The Railway Administration may extend the period of contract with or without penalty for any period what so ever by giving notice and contractor shall be bound to complete the work within the period so extended and also the terms and conditions of the original contract will also be operative during the extended period.
- 25 The rates accepted by the Railway Administration must hold good till the completion of the work and shall not subject to escalation due to increase in the local market rates for materials and labour. No claim on this account what so ever shall be entertained at any stage including the extended period if any.
- 26 Sleepers spacing marks are to be painted on the rails by contractor with his white paints as per directions.
- 27 Adjusting the alignment longitudinal & cross levels of track to bring these track parameters within specified tolerance on curved track, the curve should be sleeved to proper alignment as per the directions of the Engineer-in-Charge.
- 28 Spreading and boxing of ballast will include the following items of works.
 - (a) Pulling all the ballast on the formation of the track by ballast rakes and boxing it to approved profiles proper template and long lines should be used. The width at the shoulder should be as directed by the Engineer-in-Charge which will normally be not

- less than 3.35 mtrs. (11-0') and not more than 3.66 mtr. (12-0").
- (b) If ballast is required to make up deficiency, the same will be unloaded at site by ballast train arranged by the Railway Administration.
 - (c) No ballast should be warded on the slopes of banks or on toe of cuttings.
- 29 Rails shall be unloaded on cess on either side i.e. UP or MID or DN line as per availability of block. Observing all safety norms and avoiding damage to OHE mast, rails and sleeper unloaded on opposite side have to be transported to work site by contractor without payment of any extra charges. Unloaded rails shall be sighted over wooden guthkha, as per the direction of Engineer-in-Charge, immediately after the unloading for which no extra payment shall be mark.
- 30 The contractor has to remove and refix the structural bond wires and other connections to the track provided in electrified territories, for which no extra payment will be made to the contractor.
- 31 All the released fittings have to be stacked separately in countable manner at PWI depot. Released rails will have to be stacked separately as second hand and unserviceable as decided by Engineer-in-Charge or his authorised representative duly paint marked with contractor's labour and materials i.e. paints, brushes etc.
- 32 Alignment pegs and level pegs are to be erected at specified interval (10 Mtrs.) for maintaining level and alignment during renewal work. For this purpose contractor will be given released tie bar which will be fabricated and erected as pegs by the contractor at his own cost.
- 33 After Rail renewal the station number, S.S.E. and versine are to be written on the web of the rail at curves with contractor's material and labour for which no extra payment will be made.
- 34 Contractor has to apply his own grease of IS:408 Grade-O to all pendrol clips free of cost at the time of distressing of track.
- 35 All gang tools required should be arranged by the contractor at his own cost. No P.Way tools will be supplied by the railways.
- 36 Works under speed restriction are required to be completed within the stipulated time for which the contractor should make available adequate labours at site, failing which the work will be got executed by engaging additional labour, the cost of which will be recovered from the contractor's bills in addition to the penalty as may be fixed by railway.
- 37 For transportation of PSC sleepers Rs.49/- per MT will be deducted, if loading of PSC sleepers into lorry/trailers is done by various sleeper factories/sleeper plants.

PENALTY CLAUSE

- (a) Requirement of labour, entirely depends on the availability of machine and traffic blocks in case work is to be done by machine. However, once machine is made available it cannot be kept idle for want of sufficient contractual labours.
- (b) In spite of inconsistent demand of labour, contractor has to ensure that sufficient labours (Skilled+Unskilled) have to be made available on the previous day of blocks for preblock works and on the block days for machine renewal and manual renewal along with all the required tools and plants. In case of less labours, contractor may be debarred to do the work and he may be punished under (d) mentioned below:
- (c) No compensation what so ever will be paid for idling of labour, if any, due to non-availability of machine, other equipment, block, materials and delay in signaling work etc.
- (d) Under no circumstances machine/block should be left unutilized due to non-availability of sufficient labour from contractor and/or due to un-readiness of pannels by contractor, if any such occurrence takes place contractor may be penalized by Rs.3,000/- for each such occurrence. Decision of Engineer-in-Charge regarding penalty will be final and binding on contractor without any further claim.
- (e) The contractor is expected to arrange the adequate resources to complete the specified work (as decided by Engineer-in-Charge or his authorised representative) in the given traffic block and make the track fit for movement of the train traffic with a restricted speed of 20 KMPH immediately after the block period. In case the contractor fails to do the same, Engineer-in-Charge or his authorized representative at site will be at liberty to deploy the Railway labours to complete the work and pass the train. The expenditure incurred by the Railway will be recovered from the contractor's running bill at the rate of Rs.300/- per labour. No formal notice to the contractor for deploying the railway's labour will be necessary. The spot decision of Railway's representative will be final and binding on the contractor.
- (f) Labour has to be made available on rainy day, holidays and on rest day also, if required by the Engineer-in-Charge. Failure if any may be penalized at the same rate as in (d).

ADDITIONAL SPECIAL CONDITION OF TRACK WORK

1. Work will have to be carried out as per Railway's specification as laid down in various manual and codes as directed by ADEN or his authorized representative at site.
2. All track protection will be provided by the Railways.
3. The contractor should be responsible for all released materials and materials handed over to him for laying or fixing in position until and unless handed over to the Railway or put to the track. No extra amount will be paid on this account.
4. In cash the contractor fails to return the unused of excess materials, the cost of such materials will be deducted from the contractor's dues as per extant Railway rules laid down in the General Condition of contract and standard specification – 2001. Vol (Revised Edition).
5. The works may have to be done under traffic block to be arranged by the PWI concerned as per predetermined program and will be done according to the traffic movement condition.
6. The contractor will hand over the track in a safe condition to the entire satisfaction of the Engineer-in-charge or PWI, on the end of block period. If on completion of block period the track is not considered safe by the Engineer-in-charge of the PWI, the track will be attended by the PWI with Railway's labour for making it safe for traffic. The expenditure to be incurred by the railway for this purpose will be recovered from the contractor's dues. No formal Notice to the contractor will be necessary for deputing Railway's labour in such occasions.
7. The Railway will not be responsible for compensation towards contractor's idle labour in case traffic block can not be arranged to the contractor as per programmed due to unforeseen reasons.
8. All works will be done as per the program fixed by the Engineer-in-charge or the PWI concerned and as per their direction only. No work will be executed by the contractor without the presence of PWI.
9. All items of works are required to be carried out with contractor's labour, tools & plants.
10. Before offering the rates in the tender, the tenderers are required to inspect the site thoroughly and satisfy themselves as to the nature of work involved and all possible difficulties likely to be encountered for executing the work.
11. Railway will exercise absolute discretion for operating all or some items of the schedule. The quantities indicated for different items are indicative approximate and may vary from nil to actual requirements at the time of execution.
12. It is the sole responsibility of the contractor for safety of his labour, tools and plants, materials while executing the work.
13. Railways trackman will be provided for protection of worksite as per IRPWM, in lieu of which, contractor will have to provide equal number of male labour to the in-charge PWI for various P.way work.

If contractor fails to supply equal number of manpower/labour (in mandays) against the departmental gang engaged by the Railway in different works as mentioned in various

conditions in this document, Railway will recover the cost at the rate of Rs.500/- per manday of departmental labour deployed.

14. Labour License :- Contractor may be advised by Engineer-in-charge or Engineer's representative to deploy resources at more than one site at a time for different or same works like TFR, TRR, TBR etc . The works are labour intensive & hence at suitable time deployment of large numbers of labours may be needed. Hence contractors are required to have arrangement for sufficient labours for this contract and accordingly have valid labour license for the same against this contract . In case of additional labour deployment as per site requirement, it is contractor's responsibility to modify it with suitable valid labour license. No work in contract shall proceed without a valid labour license.

15. The items for various section of USSOR-2010 & USSOR-2021 mentioned are tentative and for guidance of tenderers. Any item of any section of USSOR-2010 & USSOR-2021 can be executed as per site conditions and the contractor has to execute it at the same rate as applicable for that particular section in which the item exist. The contractor will not have any claim over it.

2 SPECIAL CONDITIONS OF CONTRACT – II

2.1 The employee of contractor is required to work as patrolling companion of Railway trackman during patrolling of track. Timings, duration and payment condition for Patrolling:

1) In Winter season: Timing will be from 22.00 hrs to 6.00 hrs and duration of duty will be 8 hours. Payment will be made as per the awarded rate in man days and includes extra time as decided by Engineer-in-charge in case of emergency.

2) In Monsoon season: there will be No specific timings and No specific durations. The Agency will be paid according to man days provided under consideration of 8 hours as per the awarded rate and includes extra time as decided by Engineer-in-Charge in case of emergency. However, for requirement beyond 8 hours, the payment will be made on Pro-rata basis and the calculation on pro-rata basis will be based on the concept of 1 man for 8 hours will be considered as 1 man day. The above Patrolling timings may change as per discretion of Railway Administration and accordingly with the changed timings, the Agency will have to provide Companion for Patrolmen at the same rates, terms and conditions. As per existing patrol chart, one patrolmen companion deputed by contractor shall be required for every 02 to 04 km in section as per approved patrol chart of SSE/P-way section.

2.2 Reporting time of Patrolmen companion at designated location shall be 30 minutes prior to patrolling start time. In case of any emergency, patrolling companion may have to stay for extra time as per direction of Railways' patrolmen for which no extra will be paid. A delay of 1 hour in reporting time for individual patrolmen companion maximum for 02 days in a month shall be considered by railway. If number of days of delay exceeds 02 per month the patrolling companion shall be treated as absent and necessary charges for absentees shall be recovered from the contractor's bill.

2.3 Penalty for non-reporting of patrolmen's shall be Rs.1000/day.

2.4 Railway at its own cost shall arrange for minimum two days safety training at Bilaspur or designated SSE/P.Way location for imparting basic personal & track safety training to Patrolmen companion deputed by contractors. Contractor shall make its employee available at 48 hours notice at designated location at his own cost for training. Contractors shall also engage one dedicated supervisor during this training, who will refresh/check the knowledge of contractors' patrolling team time to time. Training certificate will be issued by SSE/P.Way-incharge. Untrained patrolman companion will not allowed for patrolling.

2.5 Contractor shall arrange for 01 pair shoe, 01 tricolor torch & 01 plain white light torch with battery, water bottle, retro-reflecting jackets, and other necessary safety gadgets consumables for its employees.

2.6 At times, Patrolmen Companion deployed may be required to remain stationery at any location as directed by the Engineer-in-charge for Monsoon precautions etc. apart from the normal duty of working in pair with Railway's Patrolmen for which no extra amount shall be paid.

2.7 Contractor shall provide valid identity card of patrolman companion like AADHAR/ driving license etc. to SSE/P.Way concerned.

2.8 Contractor shall ensure submission of medical fitness certificate of patrolmen companion deployed by him with regard to physical fitness, eyesight & no colour blindness.

2.9 System of attendance of patrolmen companion shall be decided jointly by the contractor and SSE/P.Way concerned. However, in case of any dispute decision of concerned ADEN shall be final and binding on both the parties.

2.10 The Agency will have to give a declaration regarding having understood the work of patrolmen outsourcing in all respect.

2.11 The patrolmen trained in Railway & deputed for Railway's work will not be permitted to change frequently. For every change of patrolmen, permission of Railway Authority will have to be taken.

2.12 Railway may monitor movement of Patrolmen and Companion through GPS tracking.

2.13 All the Patrolmen Companions are to be provided with mobile phone which will be in working condition during the entire period of deployment for Railway's work.

2.14 The Agency should deploy the Companion of Patrolmen at short notice of 6 hrs as communicated by the Engineer-in-charge failing which a Penalty of Rs. 1000/- per man day shall be recovered.

2.15 The quoted rate will be inclusive of GST.

2.16 All works are to be done as per programme fixed by the Engineer-in-charge or his Authorized representative and as per their direction only.

2.17 It shall be contractors sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify SECR against any claims for damages for injury to the person or property resulting from any such accidents and losses shall, where the provisions of the workmens compensation Act or other acts as applicable and steps to properly insure their employees and concerned staff against any claims there under.

2.18 The contractor has to pay minimum wages to their employees for carrying out the work of patrolman companion hence the quoted rate should justify minimum wages including EPF, ESI, GST & Welfare cess (Latest updated rate, as per latest Central Government guideline). If quoted rates are found not in line with minimum wages including EPF, ESI, GST & Welfare cess (Latest updated rate, as per latest Central Government guideline) to be paid, the rate quoted shall be considered unworkable and offer shall be for rejected.

2.18.1 The contractor shall ensure abidance by all the labour laws especially including Contract Labour (R & A) Act, Payment of Wages Act, Workmen Compensation Act, Minimum Wages Act, ESI Act and Provident Fund Act as amended from time to time, and contributes @ 3.25% of wages in favour of Labours.

2.18.2 The contractor shall comply with Provident Fund Act either through PF code allotted to him or by the code provided by PF Department where 20 or more labours are engaged and contributes @ 13.00% of wages in favour of Labours.

2.18.3 Without showing the documentry evidance that contractor had paid minimum wages, EPF & ESI to their labour, No payment would be made to contractor by Railway & decision of ADEN in this regard is final.

2.19 The contractor has ensured the payment of labour through Bank and payment details to be submitted with bill preparation, without payment details contractor bill will not be processed.

SAFETY PRECAUTIONS

PRECAUTIONS WHILE WORKING IN THE VICINITY OF TRACK.

1. When the work is required to be done along or near existing Railway track, the contractor shall take steps as are necessary 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.
2. In addition to the precautions taken by the contractors for the safety of the track and labour, it may be necessary to post flagman 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, Railway bears no liability whatsoever on this account.
3. Before taking a block on running line CPM/Bar chart will be required duly signed indicating daily activities and progress with out which block will not be arranged. However, Railways do not guarantee the availability of block on a particular day.
4. All modern equipment's, tools and plants including machinery's may please be arranged to save time for completing the work at the earliest to avoid bursting of block.
5. Necessary barricades will have to be provided as per CE's Circular No16, to restrict the movement of passengers for safety of users, along with table, name boards as per site conditions. No extra payment shall be allowed for these arrangements.
6. Similarly during execution including erection, the tenderer may have to encounter inconveniences/ obstacles due to O.H.E. Electrical wires & other structures. The tenderer shall note this while quoting his rates. The rates shall include extra expenditure due to inconveniences/ difficulties due to all these obstacles/ encumbrances (OHE electrical wires, other structures etc.). Nothing extra shall be paid on these accounts.
7. The speed restriction & other required boards and protection of site as required for safety of track would be arranged by the railways. No work under track should be commenced unless the Permanent Way Inspector has imposed traffic block. Work will be undertaken only in presence of railway representative.

DEPLOYMENT OF MAN-POWER FOR TRACK PROTECTION

- I. Railway's track man will be provided for protection of work site as per IRPWM, in lieu of which, contractor will have to provide equal number of male labour to the incharge PWI for various P Way maintenance works. For the man-power supplied by Railway daily log book will be maintained which will be signed by the authorized representative of railway and the contractor.
- II. In case the contractor fails to provide equal number of labours within a reasonable time a penalty of Rs.700/- per man-day shall be imposed. For supply of this man-power the contractor shall be given a notice 7 days in advance.
- III. Contractor has to arrange safety jacket and helmet of approved quality for labours while execution of work.
- IV. Contractor will have to use his own hooter for safety at work site.
- V. In case of any breach in track safety a penalty of Rs.50,000/- and cost of liquidated damages will be imposed.

VI. Contractor shall make all arrangements and depute workmen within 7 days of issue of LOA, as per requirement of railway. In case of any companion does not turn up, railway may deploy its own patrolman/companion without any prior notice to the contractor and a penalty of Rs. 1500/- per patrolman per shift will be levied. However, decision of DEN/Sr. DEN shall be final, in case of any dispute.

VII. Railway will not be liable for any injury, casualty, disability, death of accident leading to death to the staff provided by the contractor. All labour should be insured as per latest Govt. rules for such cases. No compensation/damages whatsoever will be paid by Railways.

VIII. All conditions enshrined in the contract Labour (Regulation & abolition) Act 1970, Contract Labour (Regulation & Abolition) Central Rules 1971 & Minimum wages Act, as modified from time to time, have to be complied with by the contractor. Contractor shall be responsible for any violation of labour laws.

IX. Patrolling books and intervening gate diaries are to be signed by Railway's and Contractor's patrolman on real time basis. Further contractor shall keep a daily attendance register (SSE/P. Way wise) and get the previous day's attendance verified from SSE/P.Way. The register duly verified from patrol books signatures shall be mandatorily submitted otherwise bill will not be entertained.