

SPECIAL CONDITIONS OF CONTRACT

Name of work: Execution of various activities in connection with Production and Handling of sleepers at CSP/SFG/PRYJ.

Note-1 Production of sleeper under this contract may be executed 02 nos, eight hourly shifts as and when order by railway. Contractor has to arrange sufficient and competent number of required manpower, T&P, M&P etc. within 07 working days from the receipt of order from railway in this regard, failing which contract is liable to be terminated.

(A) Schedule - A (Production):

(1.0) Item Code A & B Ordinary & Turn Out Production):

- i. Leading and feeding of all materials i.e., aggregate, cement, admixture, dowels, HTS wire, inserts etc. from nominated stacks in CSP/Subedarganj premises to the casting point, mixer machine by contractor's labour, tools and machinery (JCB, End loader, Tractor, any other suitable system/labour etc. for which nothing extra shall be paid). Preparation of moulds & benches - The contractor shall be required to do all the associated activities i.e., cleaning of end plate holes, cleaning of mould ends and insert pockets, fixing of end plates to moulds, oiling of insert pockets & fixing inserts, etc.) for casting of sleepers including cutting of HTS wire from coils into desired length. Cleaning of mixer machine, distributor, moulds, bench, tools etc. to the complete satisfaction of the shift in-charge. Casting of sleepers, placing of benches in steam chamber and taking out benches from steam curing chambers to de-moulding bed and from de-moulding bed to casting bed. De-moulding of sleepers including releasing of stressed benches, cutting of HTS wires for de-moulding, cutting of wires at the sleepers' ends, marking on sleepers, cleaning of inserts/dowels holes of de-moulded sleepers, grinding of inserts wherever required to bring the tolerances within the permissible limit.
- ii. Operation and maintenance of all the plant and machines such as Pre-stressing jacks, Power Pack, Mixer, Batching Plant, Elba, Screw Conveyor, Distributors, Vibrators, Synchronized Bench Pulling System, De-moulding Hoist, EOT Cranes etc. shall be carried out by the contractor labour as directed by railway. Fixing of vibrator in benches shall be done by contractor labour.
- iii. The feeding of Hopper shall be in such a manner that by no means the minimum stock of raw materials shall be less than 6 to 8 dumper loads of material in each Hopper at all times.
- iv. Leading of cement bags from cement go-downs/ located in CSP/Subedarganj premises to the plant (for which track trolleys may be used by contractor). Opening of cement bags and pouring the cement in the hopper of screw conveyor in new plant. Feeding of cement in silo/hopper shall be carried out to match the requirement of production in all the shifts. Cement bags shall be opened from top and shall not be damaged. If bag is not opened properly, a penalty of Rs. 1/- per bag may be recovered from the contractor. In case of breakdown of cement conveyor, cement shall be directly fed into the skip bucket of the mixer manually for which nothing extra shall be paid. While feeding cement, it shall be ensured that tools, gunny bags, HDPE bags etc. do not enter the screw conveyor/hopper in any case. The contractor shall ensure stacking of empty cement bags tied up in the lots of 25 nos. of gunny bags and 50 bags of HDPE bags each after removal of residual cement from cement bags and stacking these as directed by Engineer in-charge.
- v. Similarly, mixer machine shall be kept cleaned so that during operation no delay is occurred for cleanliness of mixing drum. The de-moulding oil shall be applied on the inner side of mixing drum just after complete cleaning of dry mix etc. to prevent from sticking of green concrete in the body of mixing drum. The cleaning of mixer machine drum shall be done just after close of individual shifts and the contractor shall ensure cleaning then and there to prevent jamming of concrete on drying.

- vi. The necessary vibrator during casting of sleeper and cube shall be provided by contractor including three core copper cables in sufficient length for operation of vibrator. The oiling, greasing, repairing with replacement of all worn out parts and rewinding work shall be done again if burnt. At least 16 nos. of vibrator in working order shall be required at a time.
- vii. **De-moulding, end wire cutting & grinding of inserts includes:** - Benches after steam curing shall be taken out from curing chamber by contractor staff for which EOT crane shall be provided by Railway. The gradual de-tensioning of sleepers shall be done with long arm Wrench (to be arranged by the contractor) by loosening de-tensioning bolts before cutting HTS wire with electrode. Cutting of HTS wire within the benches shall be done by contractor in order to separate out all the sleepers for de-moulding. De-moulding of sleepers from mould shall normally be done with the help of Electric hoist without damage to moulds and sleepers. Contractor labour shall de-mould the sleeper and put on trolley. The loaded trolley shall be pushed outside the shed and pulled back empty trolley from outside to inside the shed by the contractor labour. The HTS wire projecting at both the ends of the sleeper shall be cut flush with the end of (within tolerance of 3mm) sleepers immediately after de-moulding. The contractor shall arrange labour in such manner that at least five benches are made available for pre-stressing and casting at the start of each shift and at least 5 benches shall be ready in same manner for 6 hrs. from beginning of each shift continuously (This includes providing and fixing 27 nos./18 nos./16 nos. of wire strands with proper grip by wedge and barrel at both ends etc.). The grinding of inserts (SGCI) face including cleaning of inserts, insert holes, dowel holes shall be done so that sleeper is made fit as per required dimension without damaging the SGCI. Grinder and grinding stone shall be arranged by the contractor on the same day of de-moulding. The sleeper shall be ready for inspection in all respects on the trolley itself where not more than 8 nos. of sleeper are put at a time after de-moulding. There shall not be any delay on the part of contractor due to lack of labour and grinder/grinding stone, drill bit/machine etc. The welding/cutting machine, electrodes, grinders and grinding stone etc. shall be arranged by the contractor for production work. The welding machine shall be of 3 phase power supply. However, electricity for the above activities shall be provided by Railway free of cost. For this purpose, electric connection at few selected points through Bus-Bar boxes shall be given by Railway. In no case, the contractor shall connect from Main Switch directly. In case of any such activity the entire responsibility of contractor. Consumables like putty, de-moulding oil, nut-bolts, wedges and barrels etc. shall be supplied by the Railway free of cost. However, other consumables required for this work like enamel paint (ISI mark) required for numbering / stamping of sleepers, cutting blades, electrodes for cutting of HTS wires, binding wires shall be arranged by the contractor. Rate shall be inclusive of these items and nothing extra shall be paid on this account. All the consumables to be supplied by Railway as specified above shall be issued from the stores after obtaining requisition from the shift supervisors to the contractor. Sufficient no. of welding machines, electrodes, Gas Cutting Equipment Set including Gas and grinders shall be arranged by contractor for uninterrupted work of production. The numbering and marking on sleepers shall be done by the contractor with his/her own labour, T & P and consumable like paint, stencils etc. The scrap cut pieces of HTS wire generated at the time of de-moulding and cutting of HTS wires shall be properly collected by the contractor and thereafter to be weighted & deposited with DMS/CSP/SFG as directed by Engineer in charge.
- viii. **Up keeping of moulds and benches includes:** -The contractor shall be required to remove defective moulds/benches out of the production line whenever it is noted and to complete the benches by adding repaired good moulds. All moulds and benches shall be provided by Railways to contractor in working condition at the start of the contract. However, for emergent minor repair of moulds/benches shall be done by contractor and nothing extra shall be paid for this. Due to different type of sleeper production, it is required to change the moulds into benches time to time and this shall be done by contractor and nothing shall be paid extra. Sleepers shall be manufactured as per RDSO drawing. However, in case of any change in design, the necessary modification in moulds shall be done by Railway.

- ix. The contractor shall have to make arrangement of cube moulds minimum 80 nos. (Size 150 mm x 150 mm x 150 mm) and beam moulds minimum 08 nos. (Size 100mm x 100mm x 400mm). The contractor shall cast steam cubes, water cubes & beams. Nothing extra shall be paid for this. Without Cube mould sleeper production work will not commence.
- x. **Preparation of stress benches etc. include:** For preparation of stress benches properly, the contractor shall be required to do all the associated activities i.e., cleaning of end plate holes, cleaning of mould ends and insert pockets, fixing of end plates to moulds, oiling of insert pockets, providing HTS wires, making and fixing 6 mm stirrups, inserts, dowels and dowel caps, wedges and barrels etc. The end of moulds and the mould insert rest shall be properly cleaned before use to house the SGCI insert to prevent insert sink/raise/tilt and crack at insert zone while de-moulding. Greasing of inserts and oiling of moulds shall be done by the contractor properly for which grease and de-moulding oil shall be supplied by Railway. The 3 x 3 mm HTS shall be led by contractor from stacking area to cutting point. Wires shall be cut into pieces of 11.90 m length by contractor. Cutting tools and plants shall be arranged by the contractor. In no case wire shall be cut more than (11.90m + 5 mm), cost of excess length beyond (11.90m + 5mm) cut by contractor shall be recovered from contractor. To prevent from excess length cutting of wire, the wire shall be stretched on the angle rest supported by intermediate bench/chair. One end of wire shall be flush with the cutter blade and other end shall be touching the pointer marked for this purpose. Cutting of HTS wire shall be done one day in advance so that there is no failure in preparation of stress benches on account of defective cutter and likewise lapses. The wire shall then be fixed in stress benches in a group of 27 nos. /18 nos./16 at proper locations for stressing. The end plates shall be properly tightened with the help of bolt and nut and the putty shall be applied around the end plate and inserts to prevent leakage of cement slurry. Contractor shall receive the required quantity and return the release material to DSKP/CSP/SFG. Maximum loss of the released material shall be up to 5%. If the loss is beyond the permissible limit, recovery for the same shall be made from contractor's bill. Any honeycombing due to non-application of putty and improper tightening of bolts and nuts shall be the responsibility of the contractor. Before stressing of benches, the contractor shall provide insert pins across the bench passing through the SGCI insert holes centralizing the moulds after de-moulding. The insert pins shall be straightened and repaired in case of failure at end due to repeated hammering by the contractor at his/her own cost for which nothing extra shall be paid. However, the insert pins shall be supplied by Railway. Any production loss due to non-insertion of insert pins and not releasing the same after casting shall be responsibility of the contractor. The contractor shall arrange for stressing of stress benches and tensioning wrenches, however, the operation of stressing machine i.e., power pack shall be done by Railway operator. The contractor shall deploy labour for providing hydraulic jacks in stress benches and after tensioning the tightening of tension bolts and finally after releasing pressure, the hydraulic jack shall be taken out from bench by contractor's labour.
- xi. **For handling & Stacking of Sleeper-** For handling, leading, laying and loading of sleepers, crane will be provided by the Railway. However contractor will have to make arrangement of man power for operation of cranes. Stacking in tanks/stacking yard and BFRs etc. will be done in layers by placing scantling between two layers. Scantling will be provided by Railways. End painting of sleepers is to be done in two coats. First coat is to be done just after de-moulding and second coat after water curing. The paint should be of suitable ISI mark anti corrosive paint approved by Inspecting Officer. All the sleepers shall be tested for electrical resistance. Contractor will have to depute at least two unskilled labours. However, testing equipment and its operator will be provided by Railways. Contractor is required to unload the trolley within half an hour of loading from production shed. The contractor will arrange the labour in the manner so that inspection for required sleeper could be done as per demand for dispatch. Minimum 06 sets of turnout sleepers must be offered for inspection in every fortnight. If during any fortnight period, less than 06 sets are offered for inspection then damage @Rs.500/- per set for the shortfall may be recovered from contractor's account. However, if the delay in inspection is on account of

cranes failures or non-availability of turnout sleepers due for inspection no penalty will be imposed.

- xii. If rejection of sleeper is less than 1% in case of turnout sleeper and 0.5% in case of line/ special sleeper then a recovery of Rs.1000 /- per rejected sleeper shall be made from contractor's bill. The contractor shall be required to recast the rejected sleeper.
- xiii. If rejection of sleeper is more than 1% in case of turnout sleeper and more than 0.5% in case of line/ special sleeper then in addition to above recovery the total cost of Sleepers at the rate prevalent at CSP/SFG/PRYJ shall also be made from contractor's bill/SD for the quantity in excess to 1% and 0.5% for turnout and line/special rejected sleepers respectively.
- xiv. Contractor must ensure to provide competent & efficient manpower for achieving more than minimum monthly sleeper production target during working hours & working days:-

If 01(one) shifts are operated then minimum monthly sleeper production target is 4400 running metre/month.

If 02 (two) shifts are operated then minimum monthly sleeper production target will be $[(4400/\text{No of working days}) * (\text{Number of operated days in 1}^{\text{st}} \text{ shift for sleeper production} + \text{Number of operated days in 2}^{\text{nd}} \text{ shift for sleeper production})]$.

Failure of contractor to fulfill monthly sleeper production target will attract penalty @Rs.280 per metre of deficient quantity (i.e Penalty = $280 * (\text{minimum monthly sleeper production target quantity in metre} - \text{Quantity produced during the month in metre})$).

However production in any month in excess of defined monthly sleeper production target will not carried forwarded to next month production nor any bonus given to contractor. For next month target production will be remain same as defined monthly production target.

Any production target failure on account of railway in any month will be exempted for above penalty. However, decision in this regard will be taken by engineer in charge on the recommendation of AXEN/CSP.

(2.0) Item code-C (MS Rod): MS Rod for use in the work shall be procured by the contractor from the main producer/their authorized dealer/authorized stock yard which should be conforming to IS-2062-2011 Specifications. Railway may also take sample during the course of work and get the sample tested to ascertain their conformity to specifications.

(3.0) Item code-D (CC Block): After castings of sleeper, remaining concrete from production shed shall be leaded continuously as and when generated, the C.C. block shall be casted in hexagonal shape or any other shape as required by Railway for which moulds shall be provided by the Railway and this work shall be done in all shifts. The casting of C.C. blocks shall be done by placing moulds on vibrating table provided by Railway. The casted block shall be water cured in water tank. After water curing the blocks shall be properly stacked outside the plant at nominated places as directed by Engineer in-charge or his/her representative. De-moulding oil, grease shall be provided by Railway free of cost. All other T & P such as Phawra, Shovel, Basket, etc. shall be arranged by the contractor.

(4.0) Item code-E&F (Wedges & Barrel)

- i. The wedges and barrels shall be according to drawing. The drawing may be seen in Engineer in-charge office of CSP/SFG/PRYJ on any working day during working hours.
- ii. The material of the Barrel shall be of EN-8 and that of wedges shall be EN-32 B. Random Sample from material supplied in each lot shall be tested by Railway through Government/NABL approved Lab/Government Engineering College at the cost of contractor. The cost may be recovered from the contractor bill if not paid by him.
- iii. Contractor has to supply for 2000 sets wedges and 2000 barrels initially. The delivery shall not be deemed to be complete until and unless the materials are inspected and accepted by inspecting officer.
- iv. The wedges and barrels shall be capable of giving life of min 20 uses. The wedges shall be capable of holding 3X3 mm wire strands without permitting the slip when tensioned up to the breaking load of 38.25 KN.
- v. If the contractor fails to supply the material as per special condition no.4.0 (iii) of the above, a penalty of Rs 500/ per week shall be imposed.

(5.0) Item code-G: Whittee /Putty shall be supplied by contractor.

(6.0) Item code-H, I, J, K, L, M, N, N1 & O (Repair of Moulds, Benches & Portal Crane cable trolley):

- i. Reoccurrence of defects in repaired benches shall be treated as NIL repairs and nothing shall be paid for repair.
- ii. Benches/Moulds shall be repaired based on defective list prepared by SSE/P/CSP duly test checked by AXEN/CSP. All material required for repairing shall be deposited in store before use. The Bench & Mould shall be used only after inspection & certification by railway representatives "Fit for use".
- iii. Released material shall be deposited in store.
- iv. Non execution of full quantity of any items (Item Code H to O) will attract the penalty @ Rs. 500.00 per unit of non executed quantity.

(7.0) Item code-P (General mechanical maintenance of Production Machines):

- i. The welding/cutting machine, electrodes, grinders, grinding stone, gas cylinder, chain pulley etc. shall be arranged by the contractor. For this purpose, electric connection at few selected points through Bus-Bar boxes shall be given by Railway. In no case, the contractor shall connect from Main Switch directly. In case of any such activity the entire responsibility shall be of contractor.
- ii. Sufficient no. of welding machines, grinders, gas, shall be ensured by contractor for uninterrupted work repairing.
- iii. Consumables required for this work like cutting blades, electrodes for welding/cutting, gas shall be arranged by the contractor. Rate shall be inclusive of these items and nothing extra shall be paid on this account. If he fails to provide consumables like gas, electrode then a recovery of Rs. 1500/- per day shall be imposed. Nothing extra shall be paid to agency for this.

- iv. Contractor must ensure to deploy competent, efficient & sufficient no of manpower's as required for achieving the monthly production target and capable of working on machineries installed at heights as directed by Engineer in-charge. The workers will be treated as skilled having working experience of at least 02 years (certificate from contractor) in Mechanical Workshop/ Concrete Sleeper Plant and considered suitable for deployment by the Railway Representative.
- v. The general maintenance work of machines shall be done on all working days and on Sundays/holidays too in special case if required. The plants & machineries failed or in need of maintenance/repairs during the contract period should be got maintained / repaired before releasing of bill for this item. The certificate in this regard should be given by concerned SSE/JE/CSP & test checked by AXEN/CSP before submitting the bill. If the contractor fails to maintain/repairs then full repair cost of item on the basis of number of shift of non repair.
- vi. Mobil oil, grease and spare parts like bearings, nut bolt, washer, gears, shaft and wheel etc will be given by CSP/SFG/PRYJ. All T&P (Welding Machine, Gas Cutting Set, Grinder, Drill Machine, Sump Pump, All Size of Spanner & Allen Key Set etc.) machinery will be arranged by the contractor.
- vii. The contractor shall hand over the Production Machines/ Handling Equipments after completion of his/her work duly maintained and in working condition.
- viii. Shift Calculation:- Nos of Shift = Working Hours/8 (For example if sleeper production running 9 hours, Nos of Shift = $9/8 = 1.125$ Shift.

(8.0) Item code- Q (Boiler):

- i. Contractor shall depute certified Boiler attendant for operation and day to day upkeep of Boiler. Such staff deputed on work shall possess experience/competency certificate in operation and maintenance of steam coal boiler issued by competent authority. Contractor shall submit competency certificate of such staff before start of work. If Contractor fails to depute the certified Boiler attendant penalty of Rs. 2000/- per working shift shall be imposed. The contractor shall be required to depute at least one man per shift.
- ii. Coal (Gr. 'B' suitable for steam boiler) /Bio-Fuel (Agricultural Husk Briquettes) shall be supplied by the contractor. The contractor shall always maintain a minimum reserve stock of boiler fuel for 7 days at CSP/SFG/PRYJ.
- iii. Ash pit shall be cleaned regularly by the contractor and burnt ashes shall be dumped /stacked at specified locations inside factory premises as decided by the in-charge of work.
- iv. Coaling and firing of steam boiler shall be done in such a manner so as to maintain temperature in each steam chambers filled with casted benches as per steam curing cycle of 12 hours or as directed by Railway Administration for all working days. Steaming shall be done in such manner that required release cube strength is achieved and de-moulding of sleepers does not get affected on this account. If there is no requirement of steaming on any day due to any reason (planned maintenance, breakdown etc.) then proportionate amount for the day (monthly payment/no of working days in the month) shall be deducted from contractor's bill. Similarly, if there is additional requirement in 2nd shift or on any holiday/Sunday then additional payment as above per shift shall be paid to the contractor.
- v. The staff for maintenance shall be IBR certificate holder.

- vi. Any loss to production/any casualty due to poor maintenance or due to delay in availability of staff for attending the break down shall be the entire responsibility of contractor. Any delay in steaming due to non-availability of coal or due to poor maintenance of boiler, shall be the entire responsibility of contractor. Any loss/damage of sleepers may be recovered from the contractor.
- vii. De- scaling of boiler shall be done by the contractor in every four month (06 times in DOC period). For non compliance attract the penalty @ Rs 40000.0 each occasion.
- viii. Maintenance of Boiler, steam pipe line shall be arranged by contractor and nothing extra shall be paid.
- ix. Necessary tools and plants and any consumable materials (like lead ring etc.) for washout, de-scaling and for maintenance of boiler shall be arranged by the contractor.
- x. The contractor shall be required to maintain the boiler as per schedules. The contractor shall hand over the Boiler after completion of his/her work duly maintained and in working condition. For all these schedules the contractor shall maintain a periodical maintenance register as directed by Engineer In-charge. In addition to this, contractor shall maintain a site order book duly top initialed by AXEN and shall present to all the inspection officials, whenever they carry out inspections of boiler. The schedule for maintenance may be got from Railway Representative.
- xi. De-watering of steam chamber shall be done preferably in first week of every month. De-watering of steam chamber regularly shall be the responsibility of the contractor for which nothing extra shall be paid. All arrangements like water lifting pump etc. shall be arranged by the contractor. For non compliance attract the penalty @ Rs 10000.00 per month.
- xii. At first, the contractor shall have to do minor repairs of steam chambers for making them in good condition. Further during execution of contract, contractor has to maintain the steam chambers in good condition for which nothing extra shall be paid.
- xiii. Shift Calculation:- Nos of Shift = Working Hours/8 (For example if sleeper production running 9 hours, Nos of Shift = $9/8 = 1.125$ Shift).

(9.0) Item code-R (General electrical maintenance of Production Machines):

- i. Contractor must ensure to deploy competent, efficient & sufficient no of manpower's as required for achieving the monthly production target and capable of working on machineries installed at heights as directed by Engineer in-charge. The workers will be treated as skilled having working experience of at least 02 years (certificate from contractor) in Mechanical Workshop/ Concrete Sleeper Plant and considered suitable for deployment by the Railway Representative.
- ii. In case of any ambiguities are found in any condition/s, then the decision of Engineer in-charge /higher authority in this regard shall be final and binding on the contractor and no claim whatsoever shall be made by the contractor in future.
- iii. Mobil oil, grease and spare parts like bearings, nut bolt, washer, gears, shaft and wheel etc will be given by CSP/SFG/PRYJ. All T&P (Welding Machine, Gas Cutting Set, Grinder, Drill Machine, Sump Pump, All Size of Spanner & Allen Key Set etc.) machinery will be arranged by the contractor.
- iv. In case of any breakdown or lock down of plant due to administrative reasons, the contractor shall have no claim whatsoever for the lock down period.

- v. The contractor shall hand over the Production Machines/ Handling Equipments after completion of his/her work duly maintained and in working condition.
- vi. The general maintenance work of machines shall be done on all working days and on Sundays/holidays too in special case if required. The plants & machineries failed or in need of maintenance/repairs during the contract period should be got maintained / repaired before releasing of bill for this item. The certificate in this regard should be given by concerned SSE/JE/CSP & test checked by AXEN/CSP before submitting the bill. If the contractor fails to maintain/repairs then full repair cost of item on the basis of number of shift of non repair.
- vii. Shift Calculation:- Nos of Shift = Working Hours/8 (For example if sleeper production running 9 hours, Nos of Shift = $9/8 = 1.125$ Shift).

(10.0) Item code-S (Admixture): The supply of Buildplast super-2000 (M) Concrete super plasticizer will be made normally proportionately to sleeper production as per instruction from Railway. Supply of this item will not be accepted without instruction due to limited life span of the item. The supplier will ensure that a Manufacturer Test Certificate is issued along with each consignment. Packaging Materials shall be property of Railway. Material Should be supplied as per Railway needs basis & after written permission of consignee.

(11.0) Item code-S1 (Mix Design –M-60): Contractor has to carryout mix design at his own from the recognized Engineering College as approved by the North Central Railway or any NABL approved laboratory. Mix Design shall be carried out as per guidelines of relevant IS specifications or any other standard approved method. All cost of materials for mix design i.e. aggregate, cement, water, admixture etc to be used in concrete will be bear by the Railway. However, cost of sample collection from CSP/SFG to LAB, Testing charge of material to lab , Trial cube casting at CSP premises etc. or any other expenses bear by contractor. Payment of item will paid after final approval of Mix design from RDSO. If trial of mix design/final approval of mix design from RDSO failed again redesign the mix. Nothing extra to be paid for this to the contractor. If contractor failed for mix design within DOC period will attract penalty @ 2 times of accepted cost in final bill including non-payment of this items. This aspect has to be kept in mind, while quoting the rate for items in the schedule.

(12.0) The rate quoted shall be inclusive of all taxes, duties, freight, GST etc. The Contractor is liable for proper repair & maintenance of machineries and upkeep free from breakdown by doing preventive maintenance. The contractor shall assemble units and keep ready to facilitate unit exchange during breakdown/repair/maintenance to minimize idle time of machineries. The contractor shall not have any claim whatsoever for the loss on account of breakdown of machinery on the part of Railway. The contractor shall be responsible to maintain the worksite (production shed etc.) in neat & clean condition by removing & disposing all the garbage/rubbish etc. produced in connection of production activities on daily basis to the satisfaction of Engineer or his/her representative. The contractor is required to comply with all the conditions of the contract in letter & spirit. For Non-compliance of conditions by the contractor for which no any specific penalty is mentioned, a penalty of Rs. 1000/- per day may be imposed besides non-payment for the item & recovery of loss if any to the Railway. Electric shall be supplied by railway free of cost.

(B) Schedule - B (Handling)

(13.0) Item code- T & U (Loading of sleepers):

- i. For handling, leading, laying and loading of sleepers, crane will be provided by the Railway. However contractor will have to make arrangement of man power for operation of cranes.
- ii. Stacking in tanks/stacking yard and BFRs etc. will be done in layers by placing scantling between two layers. Scantling will be provided by Railways. The contractor may be required to work on any Sunday/Holiday for inspection and loading of sleepers.
- iii. The contractor has to arrange required number of labours within 2 hours of placement of rake/truck otherwise damage of Rs. 400/- per hour will be imposed for the period for which contractor has not provided the labour.
- iv. Sleepers when loaded in BFRs, sleeper should be tied with suitable size wires /Metal strips so that it would not fall from BFRs during transportation. Contractor will arrange for material and tying machine for tying sleepers on BFRs. Nothing shall be paid extra for this work. Damage @ Rs. 5000/- will be imposed if sleepers are not tied by the contractor.

(14.0) Item code- W (Inspection and Testing of Sleeper):

Scope of work includes providing assistance in inspection and testing of various types of sleepers and other testing activities related with raw materials, ballast testing etc in laboratory. Contractor must ensure to deployment of competent and efficient manpower's as required for routine lab testing, cube casting etc. If he fails to provide sufficient workman for all lab activities then damage of Rs. 1000/- per day will be recovered from the bill of contractor. Shift Calculation:- Nos of Shift = Working Hours/8 (For example if sleeper production running 9 hours, Nos of Shift = $9/8 = 1.125$ Shift).

(15.0) Item code- X (General Mechanical Maintenance of Sleeper Handling Equipments):

- i. The welding/cutting machine, electrodes, grinders, grinding stone, gas cylinder, chain pulley etc. shall be arranged by the contractor. However, electricity for the above activities shall be provided by Railway free of cost. For this purpose, electric connection at few selected points through Bus-Bar boxes will be given by Railway. In no case, the contractor should connect from Main Switch directly. In case of any such activity the entire responsibility will be of contractor.
- ii. Consumables required for this work like cutting blades, electrodes for welding/ cutting, gas shall be arranged by the contractor. Rate shall be inclusive of these items and nothing extra shall be paid on this account. If he fails to provide consumables like gas, electrode then damage of Rs. 1000/- per day will be imposed. Nothing extra will be paid to agency for this.
- iii. Contractor must ensure to deploy competent, efficient & sufficient no of manpower's as required for achieving the monthly production target and capable of working on machineries installed at heights as directed by Engineer in-charge. The workers will be treated as skilled having working experience of at least 02 years (certificate from contractor) in Mechanical Workshop/ Concrete Sleeper Plant and considered suitable for deployment by the Railway Representative.
- iv. The general maintenance work of machines shall be done on all working days and on Sundays/holidays too in special case if required. The plants & machineries failed or in need of maintenance/repairs during the contract period should be got maintained / repaired before releasing of bill for this item. The certificate in this regard should be given by concerned SSE/JE/CSP & test checked by AXEN/CSP before submitting the bill. If the contractor fails to maintain/repairs then full repair cost of item on the basis of number of shift of non repair.

- v. Mobil oil, grease and spare parts like bearings, nut bolt, washer, gears, shaft and wheel etc will be given by CSP/SFG/PRYJ. All T&P (Welding Machine, Gas Cutting Set, Grinder, Drill Machine, Sump Pump, All Size of Spanner & Allen Key Set etc.) machinery will be arranged by the contractor.
- vi. The contractor shall hand over the Production Machines/ Handling Equipments after completion of his/her work duly maintained and in working condition.
- vii. Shift Calculation:- Nos of Shift = Working Hours/8 (For example if sleeper production running 9 hours, Nos of Shift = $9/8 = 1.125$ Shift).

(16.0) Item code- Y (General Electrical Maintenance of Sleeper Handling Equipments):

- i. Contractor must ensure to deploy competent, efficient & sufficient no of manpower's as required for achieving the monthly production target and capable of working on machineries installed at heights as directed by Engineer in-charge. The workers will be treated as skilled having working experience of at least 02 years (certificate from contractor) in Mechanical Workshop/ Concrete Sleeper Plant and considered suitable for deployment by the Railway Representative.
- ii. Mobil oil, grease and spare parts like bearings, nut bolt, washer, gears, shaft and wheel etc will be given by CSP/SFG/PRYJ. All T&P (Welding Machine, Gas Cutting Set, Grinder, Drill Machine, Sump Pump, All Size of Spanner & Allen Key Set etc.) machinery will be arranged by the contractor.
- iii. The contractor shall hand over the Production Machines/ Handling Equipments after completion of his/her work duly maintained and in working condition.
- iv. The general maintenance work of machines shall be done on all working days and on Sundays/holidays too in special case if required. The plants & machineries failed or in need of maintenance/repairs during the contract period should be got maintained / repaired before releasing of bill for this item. The certificate in this regard should be given by concerned SSE/JE/CSP & test checked by AXEN/CSP before submitting the bill. If the contractor fails to maintain/repairs then full repair cost of item on the basis of number of shift of non repair.
- v. Shift Calculation:- Nos of Shift = Working Hours/8 (For example if sleeper production running 9 hours, Nos of Shift = $9/8 = 1.125$ Shift).

(17.0) Item code- Z (Supply of Wooden Scantling): Sectional tolerance ± 5 mm. Payment shall be on actual size. Length of scantling should not be less than 01 meter. Dead or alive knot in the scantling will not be allowed. Wrapping or bend in the scantling will not be allowed. Scantlings will be supplied in bundles properly tied with string (Sutli). Each bundle should be of 09 nos. scantling. End of the scantling should be properly sawn. In case of delay in supply of item more than 03 days after receiving of order supply, penalty of Rs 5000.00 per day will be recovered from contractor bill.

(C) Schedule -C (NS Items):

(18.0) Item code- NS-1 to NS-6:-

- i. Damage of any items by applying iron hooks etc. during unloading is not permitted. In case of damage the cost of material will be recovered from the contractor's bill.
- ii. In case of loading/ unloading of steel, inserts etc. the contractor will have to start the work within short notice of 3 hours by site in-charge of work.
- iii. In case of unloading cement, HTS wire coils etc., the contractor after unloading should stack the materials in covered area as per instruction of site in-charge and nothing extra will be paid for this to the contractor.
- iv. The rate quoted by contractor per MT includes all local taxes, toll taxes, levies, entry fees, weighing bill, all any other incidental transportation charges, no extra payment will be made other than rates agreed by railway for per MT.
- v. All the materials including Cement is required to be transported fully covered and protected to avoid any damage in the material. In case of damage the cost of material will be recovered from the contractor's bill/SD and in this case, AXEN, Dy. CE/CSP decision will be final and binding to the contractor.
- vi. Contractor may please verify the quantity properly at receiving end so that there should not be any mismatch the quantity while dispatch of the material at user end. Any short fall will be charged at the market rate inclusive all freight charges as applicable. The decision of AXEN, Dy. CE/CSP in this regard will be final and binding to contractor.
- vii. Regarding transportation through trucks, after receiving information from Railway Representative to the contractor, the contractor has to arrange transportation by providing trucks at nominated place within 48 hours of receiving confirmation and confirm the trucks details to Railway Representative failing which Railway will recover a damage of Rs.1500/- per day from contractor's bill.
- viii. In case of any ambiguities found in any condition/s, the decision of AXEN, Dy. CE/ CSP in this regard will be final and binding on the contractor and no claim whatsoever will be made by the contractor in future.

NS Items Schedule -4 (Leading, Loading and Unloading of Sleepers)

1. The freight charges will be reimbursable after receipt of stores at the consignee end. The freight rate indicated is capped at maximum for each slab of freight. Regarding transportation through trucks, after receiving information from Railway Representative to the contractor, the contractor has to arrange transportation by providing trucks at nominated place within 48 hours of receiving confirmation and confirm the trucks details to Railway Representative failing which Railway will recover a damage of Rs.1500/- per day from contractor's bill.
2. In case of road dispatches, the Engineer-In-Charge or consignee will certify the distance between CSP/SFG location and purchaser/consignee location by using Google map and/or other means. In case of more than one route, minimum distance will be applicable on the bill of the leading of sleepers.

3. Freight charges will be reimbursable as per actual against documentary evidence subject to maximum freight charges capped as given in this contract for relevant freight slab in case, the transportation is done by contractor by road.
4. The contractor shall arrange loading, transportation, and unloading of 52 kg / 60 kg PSC sleepers (including ordinary and special turnout sleepers) using trucks/trailers with gantry cranes. If gantry cranes are in breakdown and not repairable due to lack of any components/parts or any other issue of mechanical or electrical, contractor must ensure to arrange any other approved mechanical means for loading, at their own cost. The contractor shall ensure safe handling of sleepers during all operations to avoid any damage. Failing which attract the penalty @ Rs. 5000 per day from contractor's bill.
5. In case of any damage to sleepers during loading, a penalty of 50% of the total cost of Sleepers at the rate prevalent at CSP/SFG/PRYJ shall also be made from contractor's bill/SD. The damaged sleepers shall remain the property of the Railway.
6. Contractor must ensure to arrange mechanical means for unloading of sleepers at purchaser's end.
7. In case of any damage to sleepers during unloading, a penalty of 100% of total cost of Sleepers at the rate prevalent at CSP/SFG/PRYJ shall also be made from contractor's bill/SD. The damaged sleepers shall remain the property of the contractor.
8. The contractor shall be responsible for proper stacking and placement of sleepers at the designated location as directed by the Engineer-in-Charge or purchaser.
9. The rates quoted shall be inclusive of all labour, machinery, fuel, loading/unloading equipment, taxes, duties, and incidental charges required to complete the work.
10. The lead (distance) shall be measured from the loading point to the unloading point by the shortest motorable route as approved by the Engineer-in-Charge.
11. Railway reserve the right to take delivery by own transports i.e. Rail/Road. In such case, freight charges shall not be paid to the contractor
12. Freight Charges up to consignee/purchaser destination covering for transportation of finished sleepers from their loading point to consignee destination. However, freight reimbursement to firm will be made at actual or as indicated in the contract, whichever is less.

(19.0) Provisions of Contract Labour (Regulations and Abolition) Act-1970:

- i. The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- ii. The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- iii. The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor

shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

- iv. In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- v. In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his subcontractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.
- vi. The contractor shall, indemnify the Railway Administration against any claim for compensation arising out of section 12 (1) Work men's Compensation Act, 1923 and subsequent amendments thereof due to any reasons whatsoever.

(20.0) Contractor shall arrange all the safety arrangement like First aid box, PPE's (safety shoes, safety helmets, safety belt, safety Jacket etc.) and other necessary arrangement as required for ensuring safety in all respect for staff employed by him. Police verification of staff shall be submitted to railway before deployment of staff to work. A record of all the above activities shall be maintained on shift basis as per pro-forma approved by Engineer In-charge, which is required to be signed by the contractor or his/her authorized representative. The contractor shall ensure that contractor or his/her authorized representative is present in each shift. For proper quality assurance and documentation contractor shall have to provide one no. HP/HCL/Lenovo/DELL make computer system set (11th Gen) and one color duplex ink tank printer (with copier & scanner) and 01 KVA UPS along with warranty card & bill at the time of starting the work. If contractor fails to supply, Rs. 75,000/- shall be deducted from contractor's bill/SD. This shall be property of Railway after completion of work. In case of any ambiguities found in any condition/s, then the decision of Engineer In-charge/ Higher Authority in this regard shall be final and binding on the contractor and no claim whatsoever shall be admissible.

(21.0) 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.

All staff deployed by the contractor should have photo identity card in their neck. If any staff is found without photo identity card penalty of Rs. 500 per staff per day will be deducted from the due payment.

PROFORMA FOR IDENTITY CARD IDENTITY CARD (Performa-O as in Standard tender document)

IDENTITY CARD SR.NO:

DATE OF ISSUE:

CONTRACT AGREEMENT NO:

PARTICULARS OF EMPLOYEE:

(I) NAME OF THE EMPLOYEE :

(II) DATE OF BIRTH/AGE :

(III) PERSONAL IDENTIFICATION MARK:

(IV) PERMANENT ADDRESS :

Photo of employee

(SIGNATURE OF CONTRACTOR):(The person who signed the original tender document or the contract agreement)

(SIGNATURE/THUMB IMPRESSION OF EMPLOYEE)