

SPECIAL CONDITIONS OF CONTRACT FOR TRACK WORK

1. The contract shall be governed by general condition of contract and standard specification laid down in relevant paras of Indian Railway P. Way Manual. In case of any ambiguity regarding interpretation of works, the meaning contained in manual and codes will prevail.
2. Bonded labour system (abolition), 75 would be observed strictly.
3. The contractor shall arrange for “Look out Man”, and megaphone / hooter in addition to Railway’s arrangements for protection to warn the contractor’s labour of any approaching train. No compensation will be paid by Railway in case of injury or death to contractor’s labour and contractor shall indemnify the Railways of any responsibility in regard to his supervisors & labours.
4. For executing the work the contractor has to arrange his own tools and equipments unless otherwise stated in the item. Railway may provide specialized equipments which are specifically mentioned in the description of items. The set of tools / equipment required for each gang for satisfactory execution of work will be given to contractor immediately after issue of Acceptance letter. Contractor has to arrange the same for verification at least seven days before actual commencement of work.
5. In all cases the work shall be carried out under supervision of competent Railway officials. Protection of running lines and erection of speed restriction boards would be arranged by Railway. Under no circumstances, the contractor shall commence work on running lines without Railway’s official’s permission and his presence at site.
6.
 - i. If any unsafe working is resorted to by contractor, Railway Supervisor would be free to stop further work and contractor will have no claim for compensation due to on account of unsafe working.
 - ii. In case there is delay or any defect in carrying out any operation by contractor, Railway Supervisor would be free to deploy Railway labour / track machine as required and suitable recovery shall be made from contractor’s bills equivalent to department cost. The same condition will be applicable if the contractor’s labour leaves the job unfinished and it is considered necessary to attend the remaining job by Railway’s labour in the interest of safety.
7. The contractor should engage the required number of qualified and experienced staff who is well conversant with track relaying work. The contractor shall employ and post at site technical supervisors in sufficient numbers who should be adequately qualified and experienced in execution of P. way works. The technical supervisor so engaged by the contractor shall have to pass required medical examination and also safety tests. Railway may also organize training for Contractor Supervisor and the cost of such training will have to be borne by the Contractor. After such training, a certificate shall be issued to contractor’s supervisor. Identity Card for such Supervisors will be issued by Engineer-in-charge of the works and the same will be valid for the completion period of Contract.
8. The name of particulars of technical qualification and record of experience of the supervisor employed should be advised to the Engineer-in-charge. If in the opinion of the Engineer-in-charge that supervisor is not fit to be in charge of the work, he should forthwith replaced and the identity card issued to Contractor’s Supervisor will be cancelled / withdrawn by Engineer. In the matter, decision of the Engineer-in-charge will be final and will be binding on the contractor.
9. The contractor will arrange for safe custody of material supplied to him and arrange for posting of necessary watchman as required. In case of any loss of material the Railway is entitled to recover the cost at the rate of original purchase rate/market rate, whichever is higher plus codal charges.
10. No compensation shall be payable to the contractor if the work can not be done due to non-availability of traffic block, sudden rains or any other reason whatsoever. The contractor should take in to account that the probability of labour utilization depending on the traffic density of the section and quote his rates accordingly.

Signature Not
Verified

Digitally signed by
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11. Site order books, progress report register and material issue register shall be maintained at site and entries will be recorded on day-to-day basis in the registers and signed jointly by Railway Supervisor and contractor or his authorized representative. All details of handing and taking over sections for different stages or packing, imposition and removal of speed restrictions, measurement of track parameters, account of released material etc. should be recorded.
12. In case loading/unloading from Railway wagons all commercial formalities shall be observed. All demurrage/wharf age charges accruing due to neglect of contractor will be recovered from outstanding bills of contractor.
13. In case trains are detained at the approach of work spot due to their passage being considered unsafe by Railway supervisor because of bad workman ship of contractor's labour or due to abandoning the site, leaving the work unfinished. The Railway shall be entitled to recover detention charges from contractor's bill/SD at the following rates;
In case of trains carrying passengers – Rs 10000/- per hour.
In case of trains carrying goods wages – Rs 8000/- per hour.
In case of light, power/department trains – Rs. 5000/- per hour.
14. No deep screening work will be carried out during rainfall and no compensation will be paid for loss of time on this account.
15. 25 mm sizes screen (size of the holes) will be used for screening the ballast. Muck will be defined as material passing through this screen.
16. No ballast will be wasted on the slopes of banks or in cuttings. All ballast from the slopes shall be picked up and put in the track as directed by Engineer.
17. Speed restriction for carrying out the work will be imposed only when the contractor has arranged sufficient labour for working. The assessment of adequacy of labour will be made on the basis of progress expected per week in relation to completion period and the decision of Engineer in this regard will be final.
18. Contractor should have group insurance of all labours engaged at site for a minimum of Rs.1 lakh each.
19. Contractor will also indemnify for the loss due to train accident at site to an amount of loss incurred by the Railway, if the accident is due to the negligence of the contractor.
20. At locations, where it is not possible to provide specified cushion due to rocky formation or any other reasons, pro-rata deduction will be made from the item of deep screening.
21. Immediately after deep screening and insertion of new sleepers (as applicable) initial packing will have to be given which shall be deemed to have been included in the basic rates. Payments will be made only for first packing after 3 days and second packing after 10 days or as ordered by the Engineer at site to facilitate relaxation of speed 30 kmph & 50 kmph respectively.
22. The work shall include sleeper squaring and spacing, if required by the Engineer in charge. No payment will be made for the same.
23. Patches for deep screening to be taken up on a particular day shall be decided in advance and the same patch should be completed before the days work is completed.
24. Unless otherwise provided for in the schedule of rates & quantities accompanying this document, all muck shall be disposed off in railway land adjoining the cess as per the direction of railway's Engineer in charge.
25. Simultaneous clearance of released material and muck shall be ensured by the contractor. No backlog of disposal of released / surplus material / muck etc. beyond one week of progress of work will be permitted otherwise payment for main items will be restricted to 75% of the agreement rate for that items from which material / muck have been released.
26. The Engineer-in-charge of work will issued a calendar of execution of various items along with its location clearly indicating priorities. Contractor will required to deploy his manpower and machinery as per priorities fixed by Engineer. In case work indicated at lower priorities will be allowed to be executed ahead of higher priorities items / location.
27. In case of deployment of machine, no payment will be made, for the operation of item N o. 21308. If machine is not deployed, necessary certification to be made in the Bills, MB etc.

PENALTY CLAUSE FOR DEEP SCREEING WORK BY BCM

- 1) It is expected that on an average 2.30' to 3.00' of traffic block will be given in the nominated shift of 8 hours. Accordingly the contractor has to deploy adequate labour, equipments and tools and plants, etc. commensurate with tackling about 150-200 m of average daily progress of screening, per BCM.
- 2.1) The work of deep screening by BCM will be executed as per pre set deployment programme. The contract is, however, finalized in advance for a long patch so that agency is able to mobilize resources at reasonable notice. Normally the broad calendar of deployment programme will be made available to agency along with the acceptance letter. ADEN will issue specific advice for starting the work in a particular block section and the contractor has to arrange the labour, material, tools and plants, etc. required as per CA condition within 10 days of issuance of this information. In case of failure, para (4) will be applicable.
- 2.2) If BCM machine for the required number of days is not made available within the completion period of the contract, then suitable extension of completion period will be granted for which contractor will not have any claim. No claim of contractor regarding idle labour or idle machinery will be entertained, since broad calendar schedule is already indicated.
- 3) Adequate number of labours have to be deployed at different activity locations as per the joint programme signed by ADEN and contractors representative. If labour as agreed are not deployed for more than two consecutive days penalty of Rs. 3000/- per day will be imposed. Further if the shortfall is quite substantial & likely to create unsafe conditions, Railway reserves the right to not operate the block for which consequences specified in para (4) will be applicable.
- 4) If sanctioned block is not operated due to non-availability of contractors labours or delay in advance preparations for BCM working, a penalty of Rs. 15,000/- per block cancellation will be imposed. (For those days when Railway is otherwise geared up). This penalty is nonrefundable, but the number of days attracting penalty can be set off to the extent of 50% of such days, when block was refused after full mobilization and contractor's manpower for operation of BCM could not be utilized.
- 5) Adequate trained labour and competent supervisors have to be made available within 10 days from the day ADEN has informed about commencement of the work. If blocks are not being commenced on accounts of contractors default para (4) will be applicable. However, if labours strength is inadequate & part of the activities fall in arrears then the Railway reserves the right to get the deficiencies attended by deputing other resources including departmental labour as per special condition of contract of track work. The recovery in such cases will be done at double the cost of resources deployed.
- 6) The deep screening work by BCM is consisting of many sub-activities as given in the tender schedule. These have to be executed in precise sequences for achieving specified track parameters and speed potential as well as meeting safety norms. The railway reserves right to withhold up to 15% of the payment due for already executed work, if ancillary activities like packing, dressing, boxing, profiling, re-spacing of sleepers, distressing/temporary distressing etc. are delayed or fail in arrears. Persistent defaults on this account may lead to action under Clause 62, even within pendency of contract.
- 7) Muck disposal and dressing of cess should be done immediately after deep screening. In any case, not more than one Km. of arrears shall be allowed to build up. In case of failure in executing above items in time bound manner, a penalty of Rs. 5000/- per

Km. will be imposed for that portion of track, which has been delayed for clearance & dressing.

- 8) Lighting arrangement :-
 - 8.1) Three days before commencement of first block, equipments proposed to be deployed should be shown to Railway supervisor along with their fitness certificate.
 - 8.2) All generator sets should be in good condition & not more than two years old. Any generator found inefficient or giving persistent trouble should be replaced, on receipt of written advice from engineer representative.
 - 8.3) Lighting arrangement should be sufficient to light about 400 meters of track length per screening machine or a proportionately longer stretch if block duration is expected to be more.
 - 8.4) Lighting has to cover entire distance in which labour or screening machines will work. The whole arrangement should be so designed as to provide illumination having LUX level which is adequate for safe & satisfactory work. Minimum 40 LUX level for illumination at any of the locations to be ensured.
 - 8.5) In case defective generator not replaced or adequate lighting not provided as discussed in Para 8.3 and 8.4 above, penalty of Rs. 3000/- per day of working will be imposed. If on account of poor lighting arrangement block could not take place, higher penalty as per para 4 above, will be applicable.
- 9) The preferred mode of working would be simultaneous operations of two BCMs and supporting tamper plus dynamic track stabilizer. The contractor has to arrange adequate labour and machineries and lighting arrangement as mentioned above at both BCM working site so that the specified progress of the work can be achieved, as per stipulated progress of the individual BCM. However, Railway reserves the option to operate only one machine either for prolonged period or in case of scheduled repairs of one of the machine. Necessary advice shall be given about the deployment programme in advance, but no compensation will be payable for working with one machine.

Special Condition for BCM work.

1. The work is mainly Deep screening of track work and to be carried out by deployment of BCM machine. However, 9.3 kms track is to be deep screened manually as per tender schedule. All Deep screening works are to be carried out under speed restriction of 20 kmph.
2. Whenever BCM will be deployed for deep screening work, the payment for attention to track in rear of BCM will be paid to contractor against items No. 21303 of tender schedule.
3. After completion of deep screening/lifting of rails and relaxation of speed to normal, distressing work will have to be carried out within reasonable time not more than 15 days.
4. The distressing work will be carried out under speed restriction of 30 kmph and includes adjustment of SEJ gap at distressing temperature.
5. Track levels should be taken by contractor for the BCM work starts at a location. These levels shall be plotted by ADEN and final levels should be fixed.
6. Level pegs shall be erected by contractor along the track on the cess. Initial and final levels should marked on the pegs. Tie bar shall be provided by Railways for making levels pegs. They should be transported to site, cut to size, and returned back to depot by contractor.

- 7 Gauge face greasing of rails before BCM working shall be done by contractor with Railway's grease.
8. All the above works mentioned at Sr. No. 5, 6 & 7 are identical to BCM work and shall be executed free of cost & hence no extra payment shall be made on this account.

PENALTY CLAUSE FOR DEEP SCREEING WORK

- 1) Adequate number of labours have to be deployed at different activity locations as per the joint programme signed by ADEN and contractors representative. If labour as agreed are not deployed for more than two consecutive days penalty of Rs. 3000/- per day will be imposed.
- 2) Adequate trained labour and competent supervisors have to be made available within 10 days from the day ADEN has informed about commencement of the work. If labours strength is inadequate & part of the activities fall in arrears then the Railway reserves the right to get the deficiencies attended by deputing other resources including departmental labour as per special condition of contract of track work. The recovery in such cases will be done at double the cost of resources deployed.
- 3) The deep screening work is consisting of many sub-activities as given in the tender schedule. These have to be executed in precise sequences for achieving specified track parameters and speed potential as well as meeting safety norms. The railway reserves right to withhold up to 15% of the payment due for already executed work, if ancillary activities like packing, dressing, boxing, profiling, re-spacing of sleepers, distressing/temporary distressing etc. are delayed or fail in arrears. Persistent defaults on this account may lead to action under Clause 62, even within pendency of contract.
- 4) Muck disposal and dressing of cess should be done immediately after deep screening. In any case, not more than one Km. of arrears shall be allowed to build up. In case of failure in executing above items in time bound manner, a penalty of Rs. 5000/- per Km. will be imposed for that portion of track, which has been delayed for clearance & dressing.

PENALTY CLAUSE OF TRR WORK

- 1 It is expected that progress of 520 track metre or more will be achieved on those days when traffic block is granted for carrying out renewal. Accordingly contractor has to mobilised the labours and machineries, so that block is utilized to desired extent.
- 1.1 Rail pannels are normally coming from Bhilai or Sabarnmati in installment of about 6.5 Kms. Hence, adequate completion period has been kept in the contract to take care of gap between various installments as well as execution of other related activities. Immediately after receipt of confirmed programm about movement of rail pannels from plants, ADEN will give written advice as well as send SMS to contractor's representative. The Contractor will have to sign a joint programme for unloading of rail pannels, execution of actual renewal work and subsiquent clearance of released materials. The complete activities (including ancillary works) of relating to one rack of rail pannels are expected to the executed in a cycle 60days after the rack is completely unloaded. If the actual renewal of one lot of one EUR is not completed within 40 days of last unloading block, penalty at Rs. 20,000/- per day will be imposed.
- 1.2 In case rail renewal is to be done with 26mm or 13mm rails the execution programme will be made in similar cycles and contractor has to abide by agreed programme.
2. Further, if labours strength is inadequate & part of the activities fall in arrears then railway reserves the right to get the deficiencies attended by deputing other resources including departmental labours as per relevant clause of special conditions of contract for track work. The recoveries in such cases will be done at double the cost of resources deployed.
3. The entire work of TRR is consisting of many sub-activities as given in the tender schedule. These have to be executed in precise sequence for achieving standard track parameters and speed potential as well as meeting safety norms. The railway reserves right to withhold upto 15 % of the payment due for already executed. TRR work, if ancillary activities like de-stressing, carrying and stacking of released rail, painting of rails etc. are delayed or fall in the arrears.
4. The unloading of rails panels/rail form EUR/BFR shall be done during the pre decided traffic block, as per the instructions of Engineers representative giving due regard to specified safety precautions.
5. Bench marks already exist for executing prompt unloading of EUR adequate number of labour and competent supervisors have to be made available for ensuring requisite productivity during the unloading operation. If the labour strength, as agreed, are not deployed for efficient unloading of EUR/BFR (which results in additional requirement of block) penalty of Rs. 40,000/- per day for unnecessary detention to railway wagon will be imposed.

Special Conditions for TSR by TRT work

1. The contractor shall not start any work without the presence of railway supervisor or his representative and contractors supervisor at site. The Engineer in-charge shall approve the methodology proposed to be adopted by the contractor, with a view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted/followed while executing the work. There shall be an assurance register kept at site, which will have to be signed by both, i.e. Railway supervisor or his representative as well as the contractor's supervisor as a token of their having understood the safety precautions to be observed at site.
2. A daily progress register shall be maintained at site furnishing details of work/location, starting and closing time and all other requisite information regarding worksite. Railway's as well as contractor's supervisor will sign the daily progress register
3. Flagmen at either side of the worksite shall be provided by contractor to give the warning of the arrival of the train to the staff working at site.
4. Work affecting safety will be operated under block made available.
5. Work will be carried out under speed restrictions required and imposed by Engineer-in-charge at site.
6. The tenderers are required to study the type of works involved, inspect the site & go through the sanctioned drawing, if any, before quoting the rates.
7. The work of lifting and through packing shall be so carried out, that the longitudinal level at completion of the final round of through packing conform to the peg marking which will be provided by the SSE/SE (P.Way) to the contractor at the commencement of the work.
8. The work should be executed in a "work man - like manner" to the satisfaction of the Engineer in charge at site.
9. No compensation will be paid by the railway in case of injury or death to contractors labours/staff.
10. During lifting of track, contractor shall ensure that when train is approaching, the proper ramp is given between lifted and un-lifted track for passing the traffic safely, proper ramp should also be provided at obligatory points at the end of the day's work.
11. Screened muck to be spreaded/leveled over cess ensuring standard height from rail level. Existing trolley refuges should be made by screened muck at a interval of 100m for which no extra will be made.
12. Screened muck in cutting shall be thrown away from slope of cutting and not dumped in drain otherwise cleaning will be done by contractor and no extra payment will be paid.
13. Contractor shall arrange "train approaching warning device" (Hooter) at site.
14. At the time of unloading, sleepers to be stacked in 5 layers. Wooden batten to be kept in between layers for maintaining gap, for which no extra payment will be made.
15. While loading in TRT rake, sleepers to be loaded in 4 tier. Wooden batten will be kept in between each layer properly to maintain gaps between sleepers.
16. Edge of sleepers in TRT rake should be in one alignment.
17. Care to be taken during loading/unloading to avoid any damage to PSC sleepers, otherwise cost of the sleeper (first class) will be recovered.

18. Loading of sleepers in TRT rakes shall be done within a period of 6 hours from the time of placement of rakes (Placement of rake may be day/night time), failing which a penalty @ Rs. 1000 per hour will be levied.
19. Contractor has to make his own arrangement for lighting at his own cost for loading/unloading of sleepers during night hours.
20. Once the material is handed over to the contractor for transport till it handed over to the distribution depot in-charge, its safety and security will be exclusive responsibility of contractor.
21. The Contractor will be advised through a memo by representative of Engineer concerned about the need for arranging transportation.
22. The contractor is required to safeguard the material given for transportation and carry it safely. Any wastage /Loss/damages to railway material in any manner should be totally avoided and in case any shortage/demurrage is found, the recovery will be made from the contractor in accordance with Railway Rule as prescribed Para 16 of General notes given in SSR 2002.
23. All materials shall be kept clear of infringement during loading/unloading and handling.
24. Contractor has to deploy sufficient labour to carry out the work as directed by the site incharge.
25. Work will be carried out as per Rly's & IS specification.
26. The contractor will be required to take all necessary precautions and steps for safe working and movement of trains and in case if it is noticed that due precaution and care is not being taken by the contractor, then railway may take steps or action as considered necessary, depending on the field conditions, the cost for the same will be recovered from the contractors due.
27. Sales tax, royalties, octroi, excise and other duties if any that may be payable under central/state government of local bodies act or rule or any of the material that may be supplied or used by the contractor on the work will be payable by the contractor. The railway will neither pay the taxes of duties nor be bound to compensate the contractor for any amount paid by way of these taxes or duties.
28. All the documents/registers shall be prepared in two sets, one is kept at site all the time and the other with the railway engineer. Site order book will be filled daily and next days work will be programmed by engineer.
29. The vehicle shall ply 6 M clear of track, any movement /work at less than 6 M and up to 3.5 M (minimum) clear of track center, shall be done only in the presence of Rly. employee authorized by the Engineer-in-charge. No part of the Road Vehicle will be allowed less than 3.5 M from Track Center.
30. Tenderers should note that their vehicles and equipments can be drafted by the Railway administration in case of accidents/natural calamities involving human lives.

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Special Conditions

1. Payment to the agency will be made as per unit mentioned.
2. In the tender schedule, quantity, unit and minimum mandays required has been mentioned. The agency has to ensure that minimum mandays mentioned against required items are actually available at site. In case against any P.way activity manpower deployed is less, the deficiency of mandays will be recovered at minimum wage rate. However if more labour is deployed by contractor to carry out all mentioned activities, no additional payment shall be made to contractor.
3. The tenderers shall be responsible for compliance of Minimum Wages Act, 1948, Contract Labour (R&A) Act, 1970 and Rule 1971, Employee Provident Fund Act, 1952, Employees' State Insurance Act, 1948 etc., in respect of labour deployed by him. The minimum wages for **unskilled/skilled labours of Class "A,B & C" city area**, as notified by Chief Labour commissioner, prevailing on the date of opening of tender including postponement of tender-opening date, if any, shall be taken as base rate for calculating minimum wages criteria.
- 4 In case of more than one L-1 bidders, tender will be awarded to tenderer having done more value of similar completed work in last three previous financial years and the current financial year upto the date of opening of the tender, may be selected for the award.
5. A system of biometric attendance shall to be adopted by the Contractor within 15 days of the commencement of work. The Biometric attendance sheet should be verified and countersigned by concerned SSE In-charge where the workers are deployed. 100% test check to be done by ADEN for biometric attendance. Incurring of cost towards installation of biometric attendance system along with its regular maintenance shall be ensured by the Contractor. No reimbursement of biometric charges shall be paid by the Railways.

Attendance: Contractor should arrange to provide Biometric attendance arrangement within 15 days of acceptance issued. Contractor should be responsible for maintenance of Biometric Machine and in case of any defect the machine should be replaced within three working days.

Penalty for Biometric machine remaining out of order in a month:-

- a) For 3 days, there shall be no penalty.

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- b) After 3days up to 7days, penalty shall be Rs.150/- per day per labour
 - c) After 7days, there shall be zero attendance for the person deputed.
 - d) In case machine is out of order for more than 7days in a quarter, it shall be replaced with a new machine at contractor's cost.
- 6. Efforts will be made for granting sufficient no of required blocks of adequate duration. However no claim/extra payment will be entertained on account of labour wastage for insufficient duration/ no of blocks.
 - 7. Details of labour deployed to be entered into SHARMIK portal by contractor.
 - 8. Contractor will be required to camp their labours at location proposed by agency and agreed by railways. Biometric attendance and payment will not be made if labours are not camped as per approved camping site.
 - 9. "In case creation of unsafe working due to infringement / entanglement of P.way materials (Rails, sleeper, etc) or/and tool & plants, deployed at worksites with running trains, a penalty of Rs.1,00,000/- shall be imposed per incident. In case of repeated such incidence, contract is liable for terminating as per contract conditions."

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