

SPECIAL CONDITIONS OF CONTRACT FOR ALL CONTRACTS

1. S.E Railway Standard General conditions of contract as valid on date of opening of tender with correction slips as on date of opening of tender will be applicable in this contract.
2. Further, Indian Railways Unified standard specifications (Works & Materials) Volume - I & II, 2010 with correction slips as on date of opening of tender will be applicable in this contract.
3. The entire work will be executed under the supervision of Rly.'s Engineer-in-charge or his authorized representative at site.
4. All contractor's materials including fittings should conform to IS specifications and of reputed manufacturers as approved by the Engineer-in-charge or his authorized representative at site before use in the work.
5. **Engagement of Engineer by Contractor** (vide Railway Board's IR No.2012/CE-I/CT/O/20 dtd 12/07/2013.)

Sl.No	Cost of work	Employ Nos. of Qualified Engineers.
1.	Rs.200 Lakhs and above.	One Graduate Engineer.
2.	More than Rs.25 Lakhs but less than Rs.200 Lakhs.	One Diploma Holder Engineer Note:- Track related contractual works of values as specified in para-(b), individuals having Diploma in Railway Engineering awarded by IPWE (India) shall also be considered as qualified Diploma Holder Engineers and contractors for track contract works can employ such individuals at their worksite on Indian Railway (Rly. Bd's Ir. No. 2012/CE-I/CT/O/20, Dt. 12.07.2013).
In case the contractor fails to employ the Qualified Engineer, as aforesaid in para above, in terms of provisions of clause 26A.2 to the General Conditions of Contract, he shall be liable to pay an amount of Rs.40,000/- and Rs.25,000/- for each month or part thereof for the default period for the provisions as mentioned in para-(a) and (b) above respectively.		

6. Removal of debris from nominated locations to dumping ground:

The contractor shall arrange the frequent and regular (once in a week at least) cleaning of the nominated locations, where he has dumped the debris in case of failure of the same, contractor shall be liable for a penalty of Rs.1500/- per day, after 48 hours of the issue of notice.

7. The vehicles and equipment of contractors can be drafted by Railway Administration in case of accidents/natural calamities involving human lives. And payment in respect of that would be made by operating the item as a non-scheduled item.
8. For supply of wooden planks, etc the contractor must submit vouchers of purchase along with Timber Transit permit issued by forest Deptt. The timber should have passing hammer mark of the forest Deptt.
9. Unless specified otherwise, the rate accepted are inclusive of all lead, lift, loading, unloading, handling, sales tax and all other charges and taxes liveable by the Govt. from time to time except service tax.

10. In case of any accident, the contractor shall be liable to pay for the damages to the extent; he is responsible on the basis of the report of enquiry committee.
11. Supply of materials should be well in advance from the date of execution of all works as per requirement given by AEN/IOW in-charge (Railway in –charge of work) at site.
12. No payment will be made for wastage/surplus materials.
13. Schedule of dimension as specified in the drawing must be followed strictly; any change should not be made without written permission of competent authority.
14. Contractor should take all precaution for safety of his/ their labour. The Railway will not entertain any claim towards accident whatsoever of the labour engaged by the contractor.
15. **Note for reinforcement steel and structural steel (Authority: Railway Boards letter No. 2007/CE-I/CT/8; dtd. 01/05/2012):-**
 - i. All reinforcement steel (TMT bars) and structural steel shall be procured as per specifications mentioned in BIS's documents - IS:1786 and IS:2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conform to the specifications.
 - ii. These steel shall be procured only from those firms, which are established, reliable, indigenous & primary producers of steel ,having integrated steel plants (ISP), using iron ore as the basic raw material and having in- house iron rolling facilities, followed by production of liquid steel and crude steel, as per Ministry of steel's guidelines.
 - iii. However, only certain isolated sections of structural steel, not being rolled by ISPs can be procured from the authorised re-rollers of IPSs or authorised licensee of BIS having traceability system and who use billets produced by ISPs .Traceability shall be ensured by an officer specially authorised by the concerned SAG officer of the Zonal Railway on case to case basis for this purpose.
16. **Note for pipes/Water supply pipes:-**

Wherever used, the GI pipes shall be from leading manufacturers like Tata, Jindal, Bansal or equivalent.
17. **Use of Personal Protective Equipments (PPE), safety signage and safety demarcation at work site:-**

Contractors' personnel should wear PPEs like safety shoes, helmet, high visibility vests, air filter masks, hand gloves etc as required for personal protection at site. Wherever required, the worksite should be demarcated by suitable means and suitable prominent signage should be provided as approved by Engineer-in-charge.
18. In case of emergent repair/maintenance work required then zonal contractor shall start the work on written instruction issued by the concerned ADEN without waiting for approved work order which may be prepared and approved post facto.