

S.No.	Description
5	SPECIALCONDITIONSOFCONTRACT-V(Track Work)
5.0	ORGANISATIONANDIMPORTANTMATTERS
5.1	The work will be carried under the supervision of the Railway. Before commencement of the work of CTR, joint inventory of existing materials in track shall to be taken jointly by the Railway's authorized representative and contractor and should be signed jointly.
5.2	While unloading and/or loading, carrying and laying materials in the block section or in stations yards, inside and/or outside tunnels etc. the contractor shall have to ensure that no damage is caused to the traction masts and their foundations, traction bonds, structure bonds etc. belonging to Railway's TRD/ Electrification Organization. Care should also be exercised during handling/stacking of released materials and it must be ensured that no damage is caused to any of the Railway structure and/or material. In case of any damage to Railway structure/material/property, the loss shall have to be made good by contractor at his own cost.
5.3	ThematerialsmovedbyRailway'smaterialtrainwillbeunloadedand/orloadedatthesiteby contractor's labourers, which shall be acknowledged by the SSE/JE/P.Way at the site(s) to the effect that the material has been unloaded and/or loaded correctly.
5.4	Contractorshallemploy&subsequentlypostatsitecompetentTechnicalSupervisorwho should be adequately qualified and well experienced for the execution of P.Way works, preferably Railway's retired SSE/JE/P.Way. The name, particulars of technical qualification and record of experience of the Technical Supervisor employed should be communicated to the authorized Railway representative of Engineer-in-Charge. If, in the opinion of the Engineer-in- Charge or his authorized Railway representative, if the supervisor is not fit, he should be Replaced at the earliest by the Contractor.
5.5	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 SSE/JE/P.WAY.
5.6	The materials would be issued to contractor's authorized 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. Contractors are responsible of breakage & loss in transit handling the Railway materials and cost thereof will be recovered from contractor's dues.
5.7	Released materials and left over new materials will be handed over back duly stacked by contractor to the SSE/JE/P.WAY after completion of the work at the SSE/JE/P.WAY's station or at any other stations as directed.
5.8	For unloading/loading of new or released materials by the Railway's material train, contractor's labour should be ready to under take the job either at the identified depot or at the station yards or in the block section.
5.9	Each batch of labour engaged for these works should be headed by a competent supervisor employed by contractor who is conversant with the execution and maintenance of P.Way works.
5.10	Labour has to be arranged simultaneously for all associated activity pertaining to P.Way work eg. renewals of rails and sleepers with fittings as well as for through packing, destressing, welding, oiling & greasing, ballast filling etc. Length of track for different activities associated with identified P.Way work shall be as per instructions of the Engineer-in-Charge or his authorized Railway representative.
5.11	In case the rails are required to be cut during the traffic block period, the rail cutting has to be Done by Abrasive Rail Disc Cutters at contractor's cost and the same have to be kept ready at site in advance. The Abrasive Rail Disc Cutters, cutting frame necessary for use and the cutting

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	disc/blade should be procured by contractor and kept ready at site of work .Railway will however keep the Jimcrow at the site of work for use free of cost. (In case the Abrasive Rail Disc Cutters do not give satisfactory performance, Jim crow may be used), however, the contractor shall be penalized for non-performance of the Abrasive Rail Disc Cutters. Contractor should keep a ratchet with necessary drill bits and other accessories and a Blacksmith with helper always at site of work for drilling bolt holes etc. in the rails whenever required at contractor's cost.
5.12	Quality of packing will be inspected and certified after testing with a canne-a-boule by the SSE/JE/P.Way. The Contractor shall have to ensure packing of ballast as per instructions of the Engineer-in-Charge or his authorized Railway representative.
5.13	On completion of required number of rounds of through packing, the track will be taken over by theSSE/JE/P.Wayinthepresenceofcontractor'srepresentativeafterconductingthejoint survey & taking inventory of material which will be signed jointly by the SSE/JE/P.Way and contractor's representative.
5.14	On completion of work, released/left over materials and new surplus materials should be segregated and kept at identified location as communicated by Railway's authorized representative to facilitate easy loading on the material train, transportation etc. Contractor should keep his own chow kidars to guard the materials day and night till they are loaded irrespective of the length of the track taken over for maintenance purpose. Till material is taken over by Railway's authorized representative the responsibility of safe guarding the material shall Rest with the Contractor. In case of any loss of material, theft etc. complete recovery
5.15	Watch and safe guarding of new and released materials will be responsibility of the contractor till the time the yare returned to the custody of SSE/JE/P.Way and correctly accounted for.
5.16	Shifting of labour camps from place to place as the work progresses will be at contractor cost. No additional amount shall be paid in this regard.
5.17	Contract or will be responsible for maintaining various register, charts and records etc. connected With the labour, work and materials etc.
5.18	Contractor or his authorized representative or his workmen may be permitted to travel on the push trolley/motor trolley whenever necessary in the interest of the work after signing the indemnity bond in the prescribed form indemnifying the Railway against all risks, damages, claims etc.
5.19	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 SSE/JE/P.Way of the work is personally present & suitable block is obtained from the section controller along with ensuring adequate protection on both sides of track by the contractor. The SSE/JE/P.Way of the work will ensure 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 idling of 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 ensured by contractor at his own cost. Dip lorry shall be introduced only when it shall be absolutely necessary.
5.20	Ample safety & care should be exercised while stacking P.Way materials either new or second hand or released. It must be ensured that these stacks will not infringe the Railway's Maximum Moving Dimensions. The SSE/JE/P.Way will issue suitable directions to contractor in this regard.

5.21	The work of through rail renewal at level crossing will be taken up when specifically authorized 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.
5.22	The work will normally be carried out for 6 days a week.
5.23	No compensation towards any accident and/or injury either to contractor or his representatives or labours will be paid by the Railway. At all times, the Contractor shall be responsible to ensure safety as per applicable norms & the Contractor shall have to meet all the statutory obligations and liabilities in this regard.
5.24	The Railway Administration may extend the period of contract with or without penalty for any period whatsoever 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.
5.25	The rates accepted by the Railway Administration shall hold good till the completion of the work and shall not be subjected to escalation due to increase in the local market rates for materials and labour, unless otherwise specified. No claim on this account whatsoever shall be Entertained at any stage including the extended period, if any.
5.26	Contractor has to register in Shramik Kalyan Portal and intimate office of Engineer in-Charge or his authorized Railway's representative with documentary proof within 15 days after issue of LOA. No bill will be paid to contractor without registration in Shramik Kalyan Portal & suitable penalty as deemed fit by Railway Administration may also be imposed.
5.27	In all cases, the decision of the Railways shall be final & binding upon the Contractor. Non-adherence to the instructions of the Engineer-in-Charge or his authorized representative may lead to imposition of penalty or termination of contract. The decision of the Railways shall be final & binding upon the Contractor.

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