

S.No.	Description
6	SPECIALCONDITIONSOFCONTRACT-VI (TrackWork)
6.0	<b>PENALTYCLAUSES:</b>
6.1	Availability of sufficient number of labourers, with valid labour licence, shall have to be ensured by the contractor for carrying out the works as per the requirement of work and/or instructions from Engineer-in-Charge or his authorized Railway representative. Irrespective of the confirmation & availability of track machine and traffic blocks the availability of labourers is to be ensured. Once machine is made available, it cannot be kept idle for want of sufficient contractual labours.
6.2	Despite inconsistent demand of labour at different times of work, contractor has to ensure that sufficient labourers (Skilled/Unskilled) are made available on the required day for pre-block activities and on the block days during machine working, with all the required equipment, tools and plants etc. In case of presence of less number of labourers, contractor may be debarred to carry out the workandhemaybepunishedundercl.6.4mentionedbelow along with other Applicable terms &conditions of the work.
6.3	No compensation whatsoever will be paid for idling of labour, if any, due to non- availability of machine, block, materials and delay in signalling work etc.
6.4	Under no circumstances machine/block should be left unutilized due to non- availability of sufficient labour from contractor and/or due to unpreparedness of work and/or panel etc. by the contractor. If any such occurrence takes place, contractor may be penalized by Rs.10,000/-for each such occurrence.
6.5	Thecontractorisexpectedtoarrangealltherequiredresources,inadequatenumbers,to complete the specified work (as decided by Engineer-in-Charge or his authorised Railway representative) in the given traffic block and make the track fit for movement of the train traffic with a restricted speed of at least 20 kmph immediately after the block duration. In case the contractor fails to do the same, Engineer-in- Charge or his authorized Railway representative at site will have the liberty to deploy the Railway staff to complete the work and pass the train. The expenditure incurred by the Railway will be recovered from the contractor's running bill at the rate of Rs.700/- per staff. No formal notice to the contractor for deploying the railway's labour will be necessary. The spot decision of Railway's representative will be final and binding upon The contractor.
6.6	Labourers have to be made available on rainy day, holidays and on rest day also, if required, as pertheinstructionsfromEngineer-in-ChargeorhisauthorizedRailwayrepresentative.Failure, if any, may be penalized as per cl. 6.4 mentioned above along with other applicable terms & conditions of the work.
6.7	Upon issuance of instructions from Engineer-in-Charge or his authorized representative, the contractor must deploy the mandated number of labourers and/or number/type of machinery for the work instructed by the Engineer-in-Charge or his authorized representative at one or multiple locations.
6.8	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 leadtoimpositionofpenaltyorterminationofcontract.ThedecisionoftheRailwaysshallbe Final & binding upon the Contractor.

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