

### **SPECIAL CONDITIONS & SPECIFICATIONS**

**NAME OF WORK : Maintenance of 3rd line Between Antri - Sithouli section for 24 months under ADEN/LINE/JHS sub division.**

1. Grease (using graphite grease IS-408-1981 Gr. O specification), consumable item required in the works shall be deposited by the contractor in advance to PWI in charge depot and the same shall be issued to contractor for work as per requirement. The contractor shall transport the same at site at his own cost. The contractor should ensure lab tested quality of grease and test report duly signed by authority will be deposited to engineer-in-charge for approval. The expenditure of above lab test bear by contractor self.
2. Removing weeds & bushes (Item No. 136100) google photographs with location and date required before and after work. Without photograph no payment will be made.
3. Progress of all schedule items should be entered in daily progress register. The register should be signed by engineer-in-charge & contractor's representative on daily basis.
4. Contractor labour should required all the PPE items like safety shoe, etc. and wear luminous jacket while working on track.
5. Maintenance work shall be done as per Indian Railway P.way manual & Indian Railway Works manual.
6. Cutting of rails and drilling holes in rails, shall be done by mechanical means only preferably petrol driven machines for cutting of rail under traffic block. The contractor will be required to keep sufficient number of machines for such purpose in the section along with standby, as no delay on account of non-availability of these machines will be acceptable. Drilling hole chamfering unit must be used after drilling of holes.
7. Electricity; It may be necessary to use few electric driven machines in the section, for which Railway shall not supply any power connection in the section. The contractor shall make his own arrangement for power supply either for machinery or for labour camp as and when required.
8. The contract shall be governed by the Railway's General Conditions of contract, Indian Railways code for the Engineering department, Indian Railways permanent way manual, Indian Railways track manual, LWR Manual, schedule of dimensions and the standard specifications for track materials and works. In case of contradictions, the clause under these special conditions and specifications shall prevail.
9. The tenderer in their own interest should visit the site of work with the concerned PWI/AEN or with their authorized representatives after fixing an appointment with them in advance and ascertain the nature and quantum of work, site conditions, availability of approach roads, availability of labour, water, electricity, land for labour camps, etc.
10. The contractor shall not start any work on the track under traffic conditions without the presence of the Railway's supervisor at site. In case the contractor or his representative starts any work in absence of the supervisor, it shall be treated as unauthorized and illegal tampering with the track and shall be liable for action under the Indian Railways Act.
11. In case any train is detained at the approach of work site or at a station on account of its passage being considered unsafe by Railways supervisor due to bad workmanship of contractor or the track parameters being unsatisfactory for safe passage of trains or due to the contractor leaving the work unfinished or due to work being delayed by the contractor, the railway shall be entitled to recover detention charges from contractor's bills or security deposit or any other dues and other dues etc. at the rate of Rs.5,000/- per hour of detention or part thereof for each train so detained. Detention to trains as determined by the Railway shall be final and binding upon the contractor.
12. Notwithstanding the provisions of clause 62 general conditions of contract, the Railway reserves the right to terminate the contract with immediate effect if the contractor is found responsible for any breach of rule which effects the safe running of trains without giving any notice to the contractor.
13. In case an accident occurs at the work site the findings of the enquiry committee set up by the Railway to investigate the cause of the accident shall be final and binding on the contractor. If contractor is held responsible for the accident, the contract is liable to be terminated, forthwith notwithstanding the provisions of the general conditions of contract.



14. The contractor shall arrange for the safe custody of the Railway materials hired to him. In case of loss of Railway materials the Railway will recover the cost as per extant rules.
15. Site order books, Progress register, Daily labour attendance 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 by contractor or his authorised representative. All details of stretches under various stages of work for different stages of packing, imposition and removal of speed restrictions, measurement of track parameters, account of released material, etc. shall be recorded there-in. All the above records will be submitted to ADEN,s office during processing of on account/Final Bill of the work.
16. For executing the works the contractor has to arrange his own tools, plant and equipment, unless otherwise stated in the schedule. Railway shall provide equipment which are specifically mentioned in the description/specification of items in the schedule. In all other cases, hire charges as per extant rules for the tools, plant and equipment supplied by the railway to the contractor will be recovered from his bills/security deposit/or any other dues.
17. Tenderers are advised to visit the site before quoting, so as to acquaint themselves with site condition.
18. No ballast shall be wasted on the slopes of banks or in cuttings.
19. Provision of temporary speed restriction boards and their lighting etc. shall be arranged by the Railway.
20. Railway will not be responsible for accident to any labour engaged by the tenderer during execution of this contract. The safety of the track and labours purely lies on the Contractor.
21. Rates cover all lead and lift for material if specifically not mentioned in the schedule items.
22. The contractor should make his arrangements for protection of his man and material. Railway Administration does not take any liabilities for damages to contractor's property and manpower.
23. The safety of track purely lies on the Contractor and sleeper / P.Way materials shall be stacked at a safely distance from track.
24. The Contractor should have the mechanized machines for cutting and drilling and packing.
25. The rate includes transport of all machinery and tools required for safety of the track and execution of the work.
26. Contractor will have to finish track work without wasting of time, in sequence as directed by Site Engineer.
27. The contractor shall be bound to correctly take over and hand over new as well as released materials to the Engineer-in-charge with proper acknowledgement.
28. If contractors resort to any unsafe working, Railway Supervisor would be free to stop further work and contractor will have no claim for compensation due to stoppage of unsafe working.
29. Contractor has to do the track work like track linking, through packing etc. as per procedure and standard laid down in concerned paras of IRPWM Manual updated.
30. Contractor shall be responsible for maintaining perfect gauge, cross level alignment and tightening of fittings. If gauge demand grinding of special chairs, cutting and re-welding etc. it shall be done by contractor free of cost.
31. Contractor will depute technically qualified person to represent him at site of work which will be authorized to sign the acknowledgement of instructions and orders given during course of work and inspection. The instructions acknowledged by the representative will be binding on contractor and no separate instructions will be given to contractor and in absence of such supervisor, no work will be allowed to progress. The technical supervisor so engaged by the contractor shall have to pass required medical examination and also safety tests. If in the opinion of Engineer representative contractor's supervisor is not fit to be in-charge of work, he should be forthwith replaced. In this matter decision of Engineer in charge will be final and binding on the contractor.

As per clause 26A of GCC April 2022, each contractor shall employ qualified Graduate Engineers/Diploma Engineers at work sites as prescribed in the tender documents. Deployment of qualified Engineers at work sites by the Contractor: The contractor shall also employ qualified Graduate Engineer or qualified Diploma holder Engineer based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time. (As per RB Letter No.2012/CE-I/CT/O/20 dt.10.05.2013). One qualified Graduate Engineer (Civil) when the cost of the work is Rs.200 lakhs and above. One qualified Diploma holder Engineer (Civil) when the cost of the work to be executed is more than Rs.25 Lakhs but less than Rs.200 Lakhs.

In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay an amount of Rs.40,000 (Rupees Forty thousand) for each month or part thereof for the default in case of Graduate Engineer and Rs.25,000 (Rupees Twenty five thousand) for each month or part



thereof for the default in case of Diploma holder (Engineer). It must be ensured that qualification possessed by the site engineers matches with the type of work to be executed. This aspect shall be checked by the field officials/officers before recommending the contractor's request to the Engineer-in-charge for approval. Site Engineer shall be permitted to work only after taking the approval of the Engineer-in-charge.

It is mandatory for the field officials/officers to ensure physical availability of the nominated site engineers throughout the course of the work to prevent engaging same site Engineer for multiple works by the contractor. Before passing each bill, it shall be ensured at the time of technical check that the field officer's certification is available in the M Book as per GCC and the bill passing authority shall cross verify this aspect while signing the bill.

32. In case there is delay or any defects in carrying out any operation by contractor, Railway Supervisor/Engineer would be free to deploy Railway labour as required and suitable recovery shall be made from contractor's bill.
33. The safe custody of all types of P.Way materials and surplus will be responsibility of the contractor till the same are returned and handed over to Railways depot as directed by Engineer-in-charge.
34. The contractor will be held responsible for any loss or damage or injury caused during the course of work to the labourer or to the Railway/Public/Private person or to Railway/Public/ Private property due to his negligence. The contractor shall bear all the consequence losses and expenditure thus involved on that account.
35. All safety precautions for running of trains in section are to be followed by the contractor, contractor will provide lookout men with flags/HS Lamps during block periods and during normal working also.
36. The Railway Administration reserves the right to operate fully or partly up to any extent or delete any items of this tender schedule as required as per site conditions and the contractor will have no rights to claim on this account.
37. Contractor will have to provide labour for taking measurements of work done or during course of work whenever necessary with all equipments needed such as gauge level, tapes etc. as approved by the Railway. No extra payment will be made for the same.
38. Rates of all the items are inclusive of all taxes. The Railways will not pay to the contractor any taxes and the contractor will not be compensated for any amount paid by him by way of taxes or duties.
39. The contractors will have to organize the work duly taking into consideration the limited and uncertain blocks for running of material trains as per the availability as well as cancellation of blocks and material trains for reasons whatsoever, restricted working space, lead lift/descent involved in loading out of new/released material, ballast etc. and achieve the specified progress every month and complete the entire work within the stipulated completion time.
40. During the execution the contractors will have to lift and shift any materials like rails, sleepers etc. lying at site which are likely to interfere with this work at his own cost and no claim/extra payment will be made if unloaded by him not as per the advise of the Engineer.
41. Contractor shall his own dip lorry or material lorry/dolly etc. for carrying of rails, fitting etc. over track wherever required as per site conditions. Labour for protection of track etc. to be arranged by contractor under directives of Railways Engineer at site.
42. The materials like small fittings etc. from site depot nearest station to actual place of work will have to be transported by the contractor at his own cost. No claim will be entertained on account of crossing of the track if any and the rate quoted should be inclusive of all lead and handling and also cover all precautions to lift and stack properly as are considered necessary during the course of execution.
43. P. Way materials issued by the Railway shall be used solely and economically for the purpose of the work covered by this contract only. The materials shall be used in such quantities and proportions as specified in the terms of work & as are indicated in the schedule and in the relevant specification of drawings as approved by the engineer whose decision thereon shall be final. Wastage of or damage to such materials in any manner shall be totally avoided.
44. Any materials left over as surplus or as scrap out of the material supplied by the railways free of cost, shall be returned to the Railway's depot any where as directed by Engineer-in-charge at site. Materials shall be returned in good and whole condition.



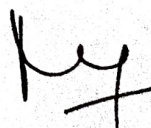
45. **NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE:**

The contractor shall always comply with the instructions/directives issued by the Engineer's representative from time to time. In the extent of non-compliance with such instructions/directives, apart from and in addition to other remedies available to the Railway as specified herein above, the Engineer's Representative may employ at the work required workers with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of railway traffic. The decision of the Engineer's representative in regard to the need appropriateness and adequacy of the deployment of the required workers with necessary equipment shall be final, conclusive and binding on the contractor. The number of workers and other resources so deployed by the Railway shall be intimated in writing by the Engineer's representative to the contractor soon after such deployment. Payment of such deployment will be recovered from contractor.

46. **PERSISTENT NON-COMPLIANCE WITH INSTRUCTIONS DIRECTIVES OF ENGINEER'S REPRESENTATIVE**

- 46.1 If the contractor persistently does not comply with the instruction / directives of the Engineer's representative, apart from and in addition to the remedies available to the Railway as specified herein above without prejudice to the Railway's rights in this regard, the Engineer's representative, which for the purpose of this clause shall include the inspector of civil Engineering department, appointed by the Railway, can suspend the contractor's work till the Engineer's Representative is satisfied that the contractor has taken necessary steps and is in a position to comply with the instructions issued by the Engineer's representative.
- 46.2 The decision of the Engineer's representative in this regard shall be final. Conclusive and binding on the contractor. The contractor shall not have any claim whatsoever against the Railway for such suspension of the work.
- 46.3 During such period of suspension of work, the contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt on the part of the contractor shall tantamount to tampering of the Railway track for which the contractor shall be liable for appropriate action under the relevant provisions of the Indian Railway Act or any other Act applicable/enforceable from time to time.
- 46.4 When materials are being moved on track under para 610 of Indian Railway P. Way Manual by material trolley/diplorry, movement shall be permitted strictly under the control and supervision of Railway's representative holding a competency certificate for working lorries/trolleys in the section.
- 46.5 In the course of execution of any of the works specified in the schedule, if any damage occurs to rails, sleepers, points and crossings or other permanent way materials rendering them unsuitable for use, cost of the materials damaged shall be recovered by Railway from the Contractor as per extant rules.
- 46.6 All the tools plants, equipment and other materials used by the contractor shall be of approved type only.
47. Whenever successful contractor approaches Railway for releasing of Security Deposit after successful completion of the work, the contractor must submit no due & no claim statement on Rs. 100/- stamp paper duly having all requisite details pertaining to the agreement.
48. DOC/validity of completion period will be done on the basis of submission of updated Hindrance register signed by Railway supervisor (duly countersigned by ADEN) and contractor's supervisor.

CONTRACTOR/S

  
Sr.DEN/N/JHS