

## **SPECIAL CONDITIONS OF CONTRACT (P-way)**

### **1.0 General**

- 1.1** Unless otherwise specified, IR General Conditions of Contract 2022 and IRUSSR-2021 and Indian Railways Unified Standard Specification-2021 as amended and or corrected from time to time and existing at the time of acceptance of the tender and at the time of execution of agreement shall be binding on the tenderer/contractor. In the event of any conflict or contradiction between the provisions of the conditions of the said General Conditions of Contract and the special conditions annexed, the special condition shall prevail and decision of the Engineer in charge in this connection shall be final and binding on the contractor.
- 1.2** The work shall be carried out in accordance with the approved plan along with all the subsidiary clauses given therein with subsequent alteration and additions, if any. The contract shall not be treated as violated by error, omission or alteration in the surveys, in formations drawings of schedule of quantities. It is further provided that the drawing supplied shall represent the nature of works to be executed and not necessities the work is entirely as may have to be actually executed. Further drawings may be issued to the contractor from time to time as required as per site conditions.
- 1.3** The tenderer must inspect the site of work including locations of materials to be brought in for replacement as well for leading back to the station and acquaint themselves with the roads, heights or embankment, depth of cutting on the sections where work is to be done, leading, lift ascent, descent crossing of lines involves, availability of labour, dumping facilities and all other factors which will have bearing on the works before quoting the rates and the tendered rates should include all such charges incidental to the work. No extra charge whatsoever will be payable.
- 1.4** The contractor will keep site order book at site with all pages duly top initialed by AEN/DEN in-charge of the work.
- 1.5** Safety of all the men and equipment's of the contractor shall be his own responsibility and for this purpose he will keep close watch on all movements / operations /running of trains etc. in case of any loss/damage occurring to the contractor of his men/machinery, the Railways shall not be responsible and all claims placed on this account will be on the contractor's risk and cost.
- 1.6** No work on track shall be started by the contractor unless a PWI of the Railway is present at the site of work and he has allowed the contractor to start the work after taking proper precautions at site. The Signalmen, if required shall be provided by the Railways free of cost. In case the contractor starts the work without presence of an authorization from a Railway's PWI, it shall be treated as tampering with track and he shall be liable for criminal prosecution for endangering public safety.
- 1.7** The contractor will keep his authorized representative at the site of work to supervise the work of his labour and co-ordinate with the Railway's representative.
- 1.8** Contractor has to arrange all the tools and plants necessary to carry out this work. He should have adequate spares available with him to meet out any break down during the work.

- 1.9 Contractor has to carry out necessary & sufficient lighting arrangement at his own cost during the block time & during execution of work, if required and as per directions of site in charge.
- 1.10 The contractor shall arrange for cutting rails wherever required. All cutting equipment's and trained staff to do this work satisfactorily will have to be arranged by the contractor at his own cost.
- 1.11 The contractor shall be responsible for all precautions/measures to ensure safe storage of tools/machinery working maintenance etc. of gases and shall abide by all the rule/laws of the Central /State/Pvt./Local bodies etc. in force. In case of any failure of this account the entire responsibility rest on the contractor. The contractor shall also be responsible to ensure safe working at site and in case of loss/damage to life or property of the Railway on account of contractor's working, the entire responsibility will rest on contractor who will have to bear all such losses/ damages /compensations etc. arising out of such incidents. The decision of the Engineer-in charge on this account shall be final and binding on the contractor.
- 1.12 Sturdy Barricading of works site if required to ensure safety shall be carried out by the contractor himself on his own expenses as per instructions of authorized railway official for which no additional payment shall be made.
- 1.13 The tools/rail dolly/dip lorry/roller etc. issued to the contractor will have to be repaired by the contractor at his own cost for which a temporary workshop has to be set up at site. All materials required for reconditioning of these tools will have to be arranged by the contractor at his own cost and nothing will be paid on this account.
- 1.14 Tarpaulins/choldaries required for accommodating contractor's staff will have to be provided by the contractor at his own cost.
- 1.15 Contractor will clear/clean the work site after completion of the work, to the satisfaction of site engineer.
- 1.16 The contractor will arrange sufficient labour, all required T&P in sufficient quantity in such a way that there is no block bursting on account of shortage of labour / T&P. The contractor will be responsible for bursting and he will be penalized for bursting of block.
- 1.17 No claim shall be entertained for any compensation on account of delay in getting traffic blocks and imposition of caution order.
- 1.18 The fittings for replacement will be supplied by the Railway at the nearest Railway station and the contractor shall deliver the released fittings at the nearest Railway station.
- 1.19 The contractor should clearly note that he may be required to work at accident spot also for which he will have to muster adequate labour, required tools and plants and equipment's without any loss of time and act as per instruction of Engineering representative. For such eventualities the contractor will be required to furnish his telecommunication address and some representative must be available all the time to receive messages. The message of accident and assessment to work required to be done, shall be communicated at this address through a control message and this numbered message will be treated as letter of intent for commencement of work order. On reaching the site, the contractor shall be given a written memo by engineering representative about the details of items to be executed.

- 1.20 The measurements for payment shall be as per schedule are accepted by the Engineer or his representative.
- 1.21 The work shall be carried out strictly as per Railway's standard drawing and instruction laid down in IRPWM and the instructions of the Engineer or his representative decision in this regard shall be final and conclusive.
- 1.22 Contractor has to work in station yard also, where falling of water, human wastes, other wastes etc. are common feature. If required contractor has to engage his own Safai Wala etc. to clear/clean all these wastes for progress the work. No extra payment will be made to contractor for this.
- 1.23 Unless otherwise specified, the rates of NS items inclusive of all lead, lift, loading, unloading, ascent, decent, lift, tools, plants, labours, materials, royalty, taxes, transport, crossing up railway lines.

## **2.0 Penalties**

- 2.1 In the event of any accident at the work spot, a departmental enquiry will be held by the Railway. If it is established that the accident occurred wholly or partially due to any act amounting to negligence on the part of the contractor, he shall render himself liable for all damages and also legal prosecution if loss of life is involved.
- 2.2 Railway administration reserves the rights to terminate the contract with immediate effect if the contractor is found responsible for the accident without giving any further notice/notices to the contractor.
- 2.3 In the event of contractor not completing the work/or not leaving it safe at the end of days' work and speed restriction of stop dead and 10 kmph may be imposed by the railways and work done to make it fit for that particular speed with the PWI's labour at the risk and cost of the contractor. In such a case in addition to the cost of labour+ supervision charges & penalty of Rs.2000/- for every 12 hours will be imposed on the contractor.
- 2.4 Railway will not be responsible for any injury sustained by the workman of the contractor & the contractor will be solely responsible for payment of compensation under the various acts in the event of any injury/death occurring on account of any accident his men.

## **3.0 TOLERANCE REQUIRED TO BE MAINTAINED BY THE CONTRACTOR:**

- 3.1 SLEEPER SPACING: - It should be within 1cm of standard sleeper spacing e.g. if the standard sleeper spacing is 65cm the contractor keeps the sleepers from 66cm to 64cm. If the spacing is beyond this limit, no payment will be made to the contractor. However, in case of welded joints the standard sleeper spacing may be varied by the Railway's representatives.
- 3.2 SQUARING OF SLEEPERS: - It should be within 1cm of its correct position. It may be clarified that the sleeper is required to be brought to the paint mark of the standard sleeper spacing on one side rail and then on the other rail it should be in the correct position so that it is right angled (AT 90 angle) with the running of rail. For this purpose, a mark on the other rail will be made with the help of P. Way Square and then the sleeper should be within 1cm of either side of this mark.

**3.3 DRIVING OF FITTINGS:** - All the fittings should be correctly driven as per design. In case the sleepers are out of center (The center of sleeper does not coincide with the center line of the track) such sleepers will have to be shifted to make the center line of track and center line of the sleeper coincided so that the fittings are correctly provided. In case the contractor fails to provide complete fittings in their correct designed position, the payment will not be made to the contractor. The driving of ERCs and other fittings should also be as per design. No over driven or under driven ERCs will be allowed.

#### **4.0 TECHNICAL SUPERVISION:**

**4.1** The tenderer/contractor shall employ adequate number of technical supervisors at each work site to the satisfaction of the Engineer and these supervisors will be given necessary counseling by the Engineer's representative on behalf of Railway Administration in regard to safety in execution of track contract works.

**4.2** Acts of omission & commission by these supervisors shall be the omission and commission of the contractor.

**4.3** The contractor shall intimate names of his technical supervisors to the Engineer of Railway before starting the work and their deployment will be subject to his approval & counseling by the Railway in safety matters.

#### **5.0 PROTECTION AND STEPS TO BE TAKEN IN ORDER TO AVOID DAMAGE TO RAILWAY INSTALLATIONS:**

Before starting any track work the Engineering in charge of the section shall ensure that he has complete knowledge of the following aspects: -

**5.1** Name & address of the contractor assigned to execute the work.

**5.2** Contractor's list of the number(s) of individual vehicle(s), names and license particulars of the driver(s) proposed to be used.

**5.3** At such of the locations where contractor/s road vehicle are permitted to ply adjacent to the running lines and yard, an experienced trackman shall be deputed as flagman at the cost of the contractor to prevent accidents. This factor should be borne in mind by the contractor/s while formulating the rates.

**5.4** If the work to be executed is in proximity of the running railway track, the contractor will be required to be followed all precautions and carry out all works that may be necessary to ensure the safety of the running track/trains, without imposition of any speed restriction thereon as may be directed by the engineer or his authorized representative. No claim whatsoever will be entertained for either any inconvenience caused to the contractor or for the rescheduling of the operations or for any other reasons on this account.

**5.5** The contractor shall take all precautionary measures in order to ensure protection of his own personnel moving about or working in the Railway premises and shall have to conform to the rules and regulations of North Central Railway. If any unforeseen accident or injury happens while on working, the contractor shall be solely responsible for the same.

- 5.6** Within the station premises, especially on passenger platform, or near the running track, contractor/s shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavation carried out in such areas with a view to avoid the accident. The works must be carried out most carefully in such a way that they do not hinder the Railway operation except as agreed to by the Railway.
- 5.7** The contractors shall see that no change is caused to Railway signaling and transmission wire, stations, installation, communication lines, electric devices, trains of any kind, fencing, as well as any rolling stock and in general to all Railway installation and equipment in case of any damage is caused to these due to the fault of the contractor on the part of any one on his behalf all repairs there required will be carried out by the Railway at the entire cost of the contractor and amount of expenses thus incurred will be recovered from the payment due to him.
- 5.8** The contractor shall employ one suitable supervisor to supervise the work at site. Though all the work relating to the safety of running trains shall be executed under Railway supervisor and presence of qualified supervisor from the contractor's site is a must at the site of work. Contractor shall provide 150mm thick white line with lime at a distance of 3.5m from center of nearest existing track. This white line shall be in the entire length where work is going on and / or the vehicle / machinery is plying along the track. Nothing extra shall be paid for this.
- 5.9** Barricading with the help of portable fencing shall be provided in the length where the day's work is to be done in close vicinity of the track. The fencing shall consist of self-supporting steel column connected with at least 20mm thick red nylon rope. The column shall be of 1.2m height. This will be placed at a distance of 3.5 M from center line of the nearest track. No extra payment shall be done for this.
- 5.10** Contractor shall ply road vehicle only between Sunrise and Sunset. In case of emergency where it is necessary to work during night hours, sufficient lighting shall be ensured in the complete work area for the safety of public and passengers. Also, additional staff shall be posted as necessary for night working.
- 5.11** Look out man shall be posted where necessary.
- 5.12** The area between running line and white line shall not be permitted to become slushy and adequate drainage must be ensured at all times.
- 5.13** While digging in station area, if any cable is found, digging should be stopped and concerned signaling/electrical staff should be informed immediately.
- 5.14** There shall be proper communication system available at the work site.
- 5.15** Machine / vehicle shall ply 6m clear of track and movement/work at less than 6m and up to 3.5m of clear track center, track shall be protected as per para 806 (i) of IRPWM and shall be done in the presence of the Railway employee authorized by the Engineer-in-charge. The Railway employee so deputed shall ensure safety of track, with banner flag, hand signal lamps and detonators.
- 5.16** In case, work is planned to be done within 3.4m of center line of running track, it shall be ensured that the work is done under block protection only and necessary safety precautions for protection to track as per para-No.806 and 807 of IRPWM are taken.

- 5.17 Normally, night working shall be avoided. A night working shall be permitted by ADEN/DEN in writing. One inspector shall be specifically deputed to supervise the night working. The site / area where night working is to be done shall be adequately lit. Nothing extra shall be paid for this.

## **6.0 SAFETY OF TRACK AND MEN:**

- 6.1 The tenderer must note that the work is to be executed in the close proximity of running track. All labour and staff must be aware of the running trains. No tools and plants should be brought near the track to infringe the schedule of dimensions. Work very near to the track will be done only under the personal supervision of the authorized representative of the Engineer. Railway will not be responsible for any loss of life or property or delay in speed restrictions/block. It may be ensured that no shuttering scaffolding etc. infringes the schedule of dimensions at any time.
- 6.2 It may be noted by the contractor/tenderers that excavation/concreting in foundations is to be done in close proximity of the running track. No temporary arrangements are proposed in the running track to carry out the excavation / concreting. As such contractor may have to do additional works like shuttering, shoring, timbering etc. as per the direction of Engineer-in charge, so that earth does not give way underneath the track and is fully protected and there is no interruption to the movement of the Railway traffic.

## **7.0 SAFETY ASPECTS TO BE OBSERVED WHILE WORKING IN OHE AREAS:**

- 7.1 No electrical work close to running track shall be carried out without permission of railway representative.
- 7.2 A minimum distance of 2m has to be maintained between live ONE wire and body part of worker or tools or metallic supports etc.
- 7.3 No electric connection etc. can be tapped from OHE.
- 7.4 Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.
- 7.5 Power block is correctly taken and permit to work' is issued. The structure bonds, tack bonds, cross bonds, longitudinal rail bonds are not disturbed and if is connected for work, they are reconnected properly when the work is completed. The track level is not raised beyond the permissible limit.

## **8.0 Transportation P-way Material**

- 8.1 The contractor is required to safeguard the material given for transportation and carry safely. Any wastage or loss or damage to Railway's material in any manner should be totally avoided and in case any shortage/demurrage found, the recovery will be made from contractor in accordance with Railway's rule.

**9.0 AVAILABILITY OF ADEQUATE LABOUR BY CONTRACTOR-**The contractor shall ensure that adequate and competent labour strength is made available at site at all times to complete the work within stipulated completion period. The contractor shall remain in touch with site in charge of Railway to know requirement of labour for next day and arrange the labour accordingly. Railway reserve the right to deploy departmental labour, if necessary, should the contractor fail to arrange labour of required strength as previously intimated to him through instructions recorded in site order book or in writing otherwise. The decision by Railway in regard to strength of labour deployed and duration there of shall not be a matter of dispute or claims by the contractor.

**10.0 MAINTENANCE OF RECORD OF DEPLOYMENT OF LABOUR** - Details of number of contractor's labour working on particular day, rough assessment of work done by this labour shall be recorded daily in the labour register maintained by the supervisor in charge of the work. In addition, number of contractor's labour required to work on next day shall also be recorded in the same register daily. These entries shall be seen and initialed daily by the contractor or his authorized representative as token of having received intimation for next day's requirement. As and when departmental labour is deployed on contractor work, suitable details shall be entered in the labour register. These details shall include number of departmental labour deployed, items of work carried out by them along with rough quantity of each item, exact location of deployment. These entries should also be seen and initialed by the contractor or his authorized representative as these will form the basis for assessment of recoveries from his payments.

**11.0 RECOVERY FROM CONTRACTOR'S PAYMENT FOR USE OF DEPARTMENTAL LABOUR-If** departmental labour is employed as a consequence of contractor failure in ensuring timely availability of adequate strength of labour as per required, recorded in labour register at site then necessary recoveries shall be made from the contractor's payments. The cost of departmental labour recovered in such cases shall not be a matter of dispute and claims. The contractors shall note that no separate notice in terms of GCC shall be issued on this particular aspect of day-to-day requirement of labour. The instructions recorded daily in the labour register at site or communicated in writing subsequently shall be deemed to be due notice.

## **12.0 ACCOUNTAL OF RELEASED MATERIAL:**

**12.1** Before handing over the site of work to the contractor, the joint inventory of the material to be released from the site shall be taken jointly by Engineer representing on behalf of Railway and contractor and this inventory should be jointly signed in triplicate and two copies of which shall be retained by the Railway and one by the contractor.

**12.2** The payment of running bills of the contractor shall be subject to his collection, lifting, transportation, sorting stacking & accountal of the released materials at sites nominated by the Engineer's representative and to his satisfaction for further disposal of the same by the Railway administration. Payment of TRR will be made only after collection & stacking of released rails.

**12.3** At the time of making the final bill, all the released materials should again be tallied with the joint inventory already made and payment of final bill will be subject to proper accountal of released material as per this inventory. The contractor shall be responsible for any shortfall in the released material and is recoverable from his bill considering the same as loss to the Railway Administration.

- 12.4** Released material generated at site of work i.e. Rails/fittings etc. must be expeditiously collected and transported to nearest PWI/depot by contractor under relevant item and handed over to PWI. To ensure quick removal of released material from site of work, so that chances of theft/loss/ miscreant activity can be avoided. The contractor shall remain responsible for any theft or loss of released material. Only 90% payment of work done will be released if stacking/transporting of release material not done/left as per direction of Engineer in charge. Balance 10% payment shall be released after clearing, dressing and stacking transporting release material. Concerned SSE/SE/JE (P-way), supervising the work shall furnish certificate in this regard while preparing bills.
- 12.5** The released rails are to be stacked in layers as per instructions of engineer's representative to occupy minimum stacking ground. The rails shall be guarded by contractor at his own cost till it is stacked as per direction of engineer in charge, or his representative. The stacked materials shall be suitably measured and recorded with paint with stack number /quantity in it, and the same shall be taken over by railways, after which Railway shall be responsible for its guarding.
- 12.6** Released material will have to be cleared from the site within 15 days after receiving instructions of Engineers representative.
- 13.0** The payment of running bills of the contractor shall be subject to his collection, lifting, transportation, sorting stacking & accountal of the released materials at sites nominated by the Engineer's representative and to his satisfaction for further disposal of the same by the Railway administration. Payment of TRR will be made only after collection & stacking of released rails.
- 14.0** At the time of making the final bill, all the released materials should again be tallied with the joint inventory already made and payment of final bill will be subject to proper accountal of released material as per this inventory. The contractor shall be responsible for any shortfall in the released material and is recoverable from his bill considering the same as loss to the Railway Administration.
- 15.0** Tenderer should note that during the process of removing fittings, no separate payment shall be made for jammed fittings.
- 16.0** Any ballast which may be found covering the fittings as excess ballast shall be removed by contractor including dressing and boxing of extra ballast and filling of ballast.
- 17.0** Contractor will have to keep standard gauge cum level 2 sets, for measurement for track parameters for day to day working. After completion of work the same should be handed over to Engineer-in charge of site for further maintenance.
- 18.0** The contractor will have to do greasing of gauge face of rails on tackled work site daily.
- 19.0** The contractor will have to provide ramp if required by site engineer during lifting work.
- 20.0** The contractor will have to depute his labour to provide speed boards or their shifting day to day as directed by Engg. In charge. Security of boards will be responsibility of contractor during day and night.