

ANNEXURE-BI

SPECIAL CONDITIONS OF CONTRACT FOR TRACK WORKS

1. The contract shall be governed by the Southern Railway's General conditions of contract, Indian Railways P.Manual Indian Railway Track Manual, Schedule of Dimensions and the Standard specifications for track works. In case of contradictions the clause under these special conditions shall prevail.
2. The tenderer in his own interest should visit the site of work with the concerned SE(P Way)/ADEN or with their authorised representative after fixing up an appointment with them in advance and ascertain the nature and quantum of work, site conditions, availability of approach road, availability of labour, water, electricity, land for labour camps etc.
3. 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 the absence of the supervisor, it shall be treated as unauthorised and illegal tampering with the track and shall be liable for action under the Indian Railways Act.
4. In case any train is detained at the approach of work spot on account of its passage being considered unsafe by Railways Supervisor on account of bad workmanship by the 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 contractors bills or Security Deposit or any other dues at the rate of Rs.5000/- per hour of detention or part thereof. Detention to trains as determined by the Railway shall be final and binding upon the contractor.
5. Not with standing the provisions of clause 62 of 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 affects the safe running of trains without giving any notice to the contractor.
6. In case an accident occurs at the workspot, 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 the contractor is held responsible for the accident, the contract is liable to be terminated forthwith not with standing the provision of Clause 62 of the G.C.C.
7. Irrespective of the provisions of Clause 62 of G.C.C.or otherwise, penalty upto an upper limit of 10% of the total cost of work may be imposed in case an accident occurs due to contractors negligence as decided by the Railways and Railways decision shall be final and binding on the contractor. The contractor is also liable for prosecution if loss of life is involved.
8. Traffic blocks as required to carryout certain track works will be arranged by the Railways. Actual availability of block would depend on flow of traffic and there may be variations in availability of block viz-a-vis these planned. The wastage of labour, if any, occurring on account of non-availability of block would not be paid for. No claims on such account shall be considered.
9. The contractor shall proceed with the work in a systematic manner so as to ensure that the stretch of track under speed restriction and its duration is kept to a minimum. The decision of the Engineer in this respect shall be final and binding.
10. On deep screening sites, the contractor may be required to handle additional ballast which might have been dumped during the intervening period. Nothing extra shall be paid for handling the additional ballast in all such cases.

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11. The work shall be so carried out that there is no infringement to the Railways Schedule of dimensions.

12. The Railway shall arrange for protection of Track(s) by their staff. In addition, the contractor may arrange for 'Lookout man' for protection to warn his workers of any approaching train. No compensation will be paid by the Railway in case of injury or death to the contractors labour and the contractor shall indemnify the Railways of any responsibility in this regard. The contractor may obtain Group insurance in respect of his workers.

13. At each site of work, the contractor shall employ and post one Technical Supervisor who should have adequate experience in execution of track works. The name, technical qualification and details of experience of the technical supervisor as employed shall be advised to the Engineer. If in the opinion of the Engineer, this supervisor is not fit to be in charge of the work, he shall be forthwith replaced. In this matter, the decision of the Engineer shall be final and binding on the contractor.

14. The contractor's technical supervisor shall be present at the site at all times when the work is being executed. The contractor shall employ adequate number of workers to give consistent and desired progress every day.

15. 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 the other cases, hire charges for the tools, plants and sleepers will be recovered from his bills/ security deposit (as per extant rules) or any other dues.

16. The contractor shall arrange for safe custody of the materials supplied/hired to him. In case of loss of Railway materials, the Railway will recover the cost as per extant rules.

17. Site order books, progress registers, hinderance registers and materials issue registers shall be maintained at site and entries shall be recorded on day to day basis in the registers and signed jointly by Railway's supervisor and by the contractor or his authorised representative. All details of various stages of work, imposition and removal of speed restrictions, measurements of track parameters, accountal of released materials etc, shall be recorded therein.

18. In case of loading/unloading from the Railway wagons all commercial formalities shall be observed. All demurrage/wharfage charges accruing due to neglect of contractor will be recovered from his bills.

19. The contractor may be required to suspend deep screening work during rain and no compensation shall be payable.

20. Portable ballast cleaners/inclined screens shall be needed for screening ballast at deep screening sites. Use of wire baskets is not permissible for screening ballast. The contractor shall make his own arrangements for portable ballast cleaners/inclined screens. Where feasible these may be supplied by the Railway on hire.

21. No ballast shall be wasted on the slopes of banks or in cuttings, while taking up ballasting/deep screening works.

22. Provision of temporary speed restriction Boards and their lighting etc, will be arranged by the Railway.

23. NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEERS REPRESENTATIVE.

23.1. The contractor shall always comply with the instructions/directives issued by the Engineer's representative from time to time. In the event of non-compliance with the instructions/directives,

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apart from and in addition to other remedies available to the Railways as specified herein above, the Engineer's representative may employ at the work site the required No. of workers 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 and conclusive.

The number of workers so deployed by the Railway shall be intimated in writing by the Engineer's representative to the contractor, after such deployment.

23.2. When the required workers with necessary equipment are deployed in the above manner, recovery at the following rates shall be made from the contractor's dues under this contract or from any other monies of the contractor available with the Railway under any other contract. The recovery for the above total man hour so deployed at the worksite for the above purpose shall be made at the rates of Rs.20/- (Rs. Twenty only) per man hour. The aggregate period of the man hours for the above recoveries shall be reckoned from the time the workers are actually deployed at the work site till the work is completed to the satisfaction of the Engineer's representative whose decision in this regard shall be final conclusive and binding on the contractor. Recovery for the deployment of equipment shall be made at a rate twice the hire charges as per extant rules.

24. PERSISTENT NON-COMPLIANCE WITH INSTRUCTIONS/DIRECTIVES OF ENGINEER'S REPRESENTATIVE.

24.1. If the contractor does not comply with the instructions/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 Railways rights in this regard, the Engineer's representative which for the purpose of this cause shall include the inspector of Civil Engg. Dept. appointed by the Railway can suspend the contractor's works till the Engineer's representative is satisfied that the contractor has taken necessary steps to comply with the instructions/directives issued by the Engineer's representative.

24.2. 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 work.

24.3. During such period of suspension of work, the contractor shall not in any manner attempt to carry out any work at the worksite. Any such attempt on the part of the contractor shall amount 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.

24.4. The contractor shall be trucked out the released materials such as Rails, sleepers, fittings etc. to the nearest manned level crossings or to the nearest station yard/nominated places etc. and stacked separately based on the classification simultaneously before relaxing the speed from 20 kmph to 45 kmph, failing which Railway will post additional watchman departmentally to safeguard the materials. For this a penalty of Rs.600/- per day will be deducted from contractors' bill.

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