

ADDITIONAL SPECIAL CONDITIONS OF CONTRACT FOR TRACK WORK GENERAL

1. The contract shall be governed by the Southern Railway General conditions of contract. Indian Railways Permanent Way Manual. Indian Railway Track Manual, Schedule of Dimensions and standard Specifications for track works, GRS. In case of contradictions the clauses under these special conditions shall prevail.
2. The contractor shall not start any track work under traffic conditions without the permission to do so and without the presence of the Railway's competent personnel at site. In case the contractor or his representative starts the work in the absence of the supervisor, it shall be treated as unauthorized and illegal tampering with track and shall be liable for action under relevant clauses of the Indian Railways Act.
3. In case any train is detained at a station in the section in which the work spot falls 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 contractor's bills or security deposit or any other dues at the arrived cost by Engineer-in-charge in consultation with concerned officers. Detention to trains as determined by the Railway shall be final and binding upon the contractor.
4. Notwithstanding the provisions of clauses 62 of General Conditions of contract, the Railway reserves the right to terminate the contract without giving any notice with immediate effect if the contractor is found responsible for any breach of rule, which affects the safe running of trains.
5. In case an accident occurs at the work spot, the findings of the inquiry committee set up by the Railway to investigate the cause of the accident shall be final and binding on the contractor. If the contractor/his workmen/workmanship is held responsible for the accident the contract is liable to be terminated without giving any notice forthwith not with standing the provision of clause 62 of the GCC besides suitable action would be taken based on the recommendations/findings of the committee.
6. Irrespective of the provisions of clause 62 of GCC or other wise, penalty up to an upper limit of 10% of the total cost of work may be imposed in case an accident occurs due to contractor's negligence as decided by the Railways and Railway's decision shall be final and binding on the contractor. The contractor is also liable for prosecution if loss of life is involved.
7. Traffic blocks wherever required to carry out track works will be arranged by the Railways. Actual availability of block would depend upon flow of traffic and there may be variations in availability of block vis-à-vis those 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.

8. The contractor shall proceed with the work in systematic manner so as to ensure that the stretch of track under speed restriction and its duration are kept to a minimum and for minimum period. The decision of the Engineer in this respect shall be final and binding. To monitor this, the contractor shall record the daily availability of the labour for different activities at site and the daily progress of different activities achieved in a register. The same along with the hindrance register shall accompany the application for the extension of time limit for completion which can be considered only with these documents.
9. On deep screening sites, the contractor may be required to handle additional ballast, which might have been put on during the intervening period. Nothing extra shall be paid for handling the additional ballast in all such cases.
10. The work shall be so carryout that there is no infringement to the Railway's schedule of dimensions.
11. 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. The Railway in case of injury or death to the contractor's labour will pay no compensation and the contractor shall indemnify the Railways of any responsibility in this regard. The contractor may obtain Group Insurance in respect of his workers.
12. 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.
13. The contractor shall arrange for safe custody of the materials supplied/hired to him. In case of loss/damage of Railway materials, the Railway will recover the cost as per extant rules.
14. (a) The site order, progress registers and materials issue registers shall be maintained at site and entries shall be made on day-to-day basis in the registers and signed jointly by Railway's supervisor and by the contractor or his authorized representative. All details of various stages of work imposition and removal of speed restrictions, measurements of track parameters, account of released materials etc. shall be entered herein.  
  
(b) The hindrance register in which all the reasons viz heavy rain, local agitations, festival, flood etc. which contributed for non-execution of work for

a day, or more number of days to be maintained by the contractor and abstract to be sent along with request for extension of currency.

15. In case of loading/unloading from the Railway wagons, all commercial formalities shall be observed. All demurrage/wharfage charges occurring due to reflect of contractor will be recovered from his bills.
16. The contractor may be required to suspend deep screening work during rain and no compensation shall be payable.
17. Portable ballast cleaners/inclined screens shall be needed screening ballast at deep screening sites. Use of wire baskets is nor permissible for screening ballast. The contractor shall make own arrangements for portable ballast cleaners/inclined screens. Where feasible these may be supplied by the Railway on hire.
18. No ballast shall be waste on the slips of banks or in cutting while taking un-ballasting/deep screening works.
19. Provision of temporary speed restriction boards and their lighting etc. will be arranged by the Railway.
20. All the instructions/orders of all the concerned Railway Personnel shall be made through site order book maintained at site, which shall beacknowledged by the contractor and the same is binding on him. No separate written letter/communication is required for such order/instructions made.
21. Any work to be carried out in the track/alongside of track within 3.5m from center line of track and especially machinery like JCB, Poclain, tractors etc., is required for the work, it shall be done only in the presence of authorized railway personnel deputed by the engineer in charge so as to carry out the work under proper protection as well as with speed restriction if any is required.
22. Whenever the work is carried out in the traction area or nearby any other major structural work, the contractor can arrange suitable safety gears like helmets, shoes, hand gloves and fluorescent safety jackets etc., for the workers engaged by him in view of personnel safety and also wherever required hooters alarm shall be arranged and made available at work spot.
23. In the work spot during the passing of train , the contractor or his supervisor should ensure that the workers are moving away from the track at sufficient distance not less than 3.5m from center line of track and also should ensure that no tools is left on the track or between moving dimension of train. In case of double or multiple line the workers should move on to the outside of the track and not in between tracks.