

**SPECIAL CONDITIONS OF CONTRACT****1: SQRS DEPOT:**

The work consists of TSR(P)-59.60 TKM. Prior to commencement of the TSR work, the contractor shall establish and standardize an SQRS Depot in the DLI-BTI section under the jurisdiction of DEN/IV/DLI, as per the typical layout plan of the Base Depot prescribed in Para 407 of Indian Railway Track Machine Manual 2019 with all earth work (Railway Earth), Railway ballast and other associated works as required. SH rails, sleepers, fittings, Ballast etc. will be provided by Railway at some suitable location which will have to be loaded at source, transported, and unloaded by the Contractor at his/her own cost.

**2: WORK LOCATION DETAILS:**

(i) Tenderers or their representative should visit the site of work (SQRS Depot/running track) with or without the concerned SSE (P. Way) / ADEN, to ascertain the nature of work, site conditions, availability of approach roads, availability of labours, water, electricity, land etc. for making various arrangements for execution of work to arrive at reasonable cost required to be offered for bidding purpose.

(ii) Locations of work: Work is to be done between Delhi-Bathinda Section under DEN/IV of Delhi Division.

**3: GENERAL:**

Unless otherwise, specified the Northern Railway General Conditions of Contract for material and works as amended and or corrected from time to time and obtaining at the time of acceptance of the Tender and at the time of execution of the 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, the Special Conditions shall prevail and the decision of Engineer In-Charge in this connection shall be final and binding on the contractor.

**4: TECHNICAL SUPERVISION & SAFETY AT WORK SITE:**

(i) The tenderer/contractor shall employ adequate number of authorized Technical Supervisors who are adequately qualified & well experienced in execution of permanent way works to the satisfaction of the Railway Engineer (ADEN of the section). Before start of the work, knowledge of these Supervisors will be tested and if not found properly trained, will be trained for one week by ADEN/SSE (P. Way) free of cost.

(ii) The Tenderer/contractor shall intimate in writing the names of Tech. Supervisors to be engaged in the work and ensure their presence within 07 days from issue of LOA, in the office of Assistant Divisional Engineer of Rly, before starting of the work & their deployment will be as per Para 4 (i) above.

(iii) The acts of omission & commission by contractor's supervisors shall be considered as the omission & commission of the contractor.

(iv) The Tenderer/Contractor will be required to take all necessary precautions and steps for proper and safe working and safe movement of trains on track on which

work is being executed and adjoining tracks. In case if it is noticed that due precautions and care is not being taken by the Contractor, then Railway may take action as considered necessary depending on the field condition and the cost for the same will be recovered from the contractor's dues. For the first default a Signature of Tenderer written warning will be issued through letter/site order book. In second default for same item, a token penalty of Rs. 2,000/- will be imposed.

(v) As the work is to be executed in the double line section & traffic on the adjoining (DN) line will run at full speed, hence the contractor shall make his own arrangements including sound of hooter alarm for looking after his labour and other persons from the danger of traffic on the other lines.

(vi) In case an accident happens at the work spot, the findings of the enquiry committee set up by the Railway to investigate the case of the accident shall be final & binding on the contractor. In the event of the findings, the contractor is held responsible for the accident, the contract is liable to be terminated forthwith and further action will be taken accordingly.

vii) The contractor shall not start any work on the open line track without presence of the competent Railways supervisor at site. In case, the contractors or his representative starts any work in absence of the Railway supervisor, it shall be treated as un-authorized and illegal tempering with the track and shall be liable for action under the Indian Railway Act.

(viii) From Railway side, necessary protection arrangement as per IRPWM 2024 will be made and for that only four Railway Employees (excluding Railway Supervisors) will be deployed. Tenderer/Contractor will have to arrange necessary labour to work for safety protection in the guidance of Railway Employee.

## **5: MACHINERY, PLANTS & EQUIPMENTS:**

(i) All the works included in the tender schedule shall be done by contractor's own SQRS, gantry, tools, plants and machinery consumable and labour etc. Railway will provide only Wagons and Locomotive free of cost.

(ii) The Tenderer/contractor shall keep four Disc Cutters for cutting of rail but will also keep two gas cutting machines at the site of work. In case of emergency at this site, the Railway shall be at liberty to use these disc cutter/gas cuttings arrangements without any extra payments.

(iii) 100 Nos. of wooden blocks of size 75x30x30cm, will have to be arranged by the Tenderer/contractor at his own cost.

## **6: ACCOUNTAL OF RELEASED MATERIAL:**

(i) The contractor shall take joint inventory of the P. Way material likely to be released from existing old track. The inventory is to be taken before start of fieldwork. The contractor shall have to carry out dismantling and stacking of released material under the supervision of site engineer. Before handing over the site of work to the contractor, both contractor and Engineer, representing the Railway shall have to produce a joint certificate for complete accountable of the material to be released. This inventory should be jointly signed in triplicate and two copies of which shall be retained by the Railway and one by the Contractor. On work completion, if any discrepancy / shortfall occurs in the material accountable then the same shall be recovered from contractor's bill as per extant rules and procedure. The contractor shall be responsible for any short fall in the released material and its cost

being recoverable from him considering the same as loss to the Railway Administration.

(ii) The payment of running bills of the contractor shall be subject to collection, lifting/transportation, sorting, stacking & accountable of the released material at sites nominated by the Engineer's representative and to his satisfaction. The previous day's released material will be transported by the contractor before executing the next day's work. The procedure adopted by the engineer In-Charge to hand over the new material from stores and to transport released materials from site to depot shall be binding on the contractor.

(iii) At the time of making the final bill, all the released materials shall again be tallied with the joint inventory already made and payment of final bill will be subject to proper accountable of released material as per this original inventory. This accountable issue will be addressed by SSE (P. Way) & ADEN in their certificate in measurement book of work.

(iv) Released rails must be expeditiously collected and transported to SQRS Depot/other location where proper stack can be made and these stacks of scrap rails can be lifted by purchaser by road. Material will be stacked properly after crossing the number of yard lines if required. Decision of Engineer will be final about stacking location. Contractor will not have any dispute in this regard. Till stacks are made at designated place, contractor will be responsible for any theft/loss/miscreant activity related to released rail. This will have to be done by Contractor at his/her own cost.

(v) The released material is to be stacked in layers of 1.5-2.0 m high to occupy minimum stacking ground. The rails and sleepers 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.

(vi) The fittings for replacement will be supplied by Railway at nearest railway station/manned level crossing/SSE (P. Way) store where truck can reach. Contractor will have to load/transport/unload fittings from these locations to SQRS Depot or vice versa. No extra payment will be done for this.

## **7: WORK EXECUTION:**

(i) Expected progress of renewal by SQRS is 5 km per month. The contractor will have to arrange the labour accordingly. To achieve this progress, contractor will have to keep minimum 60 panels ready all the time. If rake of 30 BRNs is provided by Railway, minimum 60 panels will keep ready for loading.

(ii) The loading/unloading of fabricated panels is to be done by the contractor's own gantry or any other arrangement. This will have to be done as per "Sequence of activities" provided with Tender documents.

(iii) Contractor will provide round the clock, one AC road vehicle (four-wheeler) like Maruti Ertiga/Mahindra Bolero or equivalent for inspection of the work in SQRS Depot/running track site during currency of contract with condition that it will not be used for more than 2500 Kms per month / 6500 Kms in each quarter. No payment is to be done by Railway for this.

(iv) Sleeper rake will be unloaded in SQRS depot at a rate of minimum 10 BRNS per day. Time will start, the moment rake is placed in unloading line of SQRS depot. A penalty of Rs.5,000/- per day will be levied for extra days taken in unloading. Contractor will have to make his own arrangement of lighting for day and night unloading.

(v) Fabrication of panel will include intermediate stacking of panels in 3 to 5 layers on ground prior to loading panels into BFR.

(vi) The work of fitting renewal will be carried out simultaneously with TRR by contractor. No extra payment will be made for fitting renewal.

(vii) Grease, paint, anticorrosive paint etc. consumable required in the works shall be deposited by the contractor in advance to SSE (P. Way) In-Charge depot and the same shall be issued to contractor for work as per requirement. The contractor shall transport the same at his own cost.

(viii) Level of track at level crossing will not be lifted from road level, if not directed by Railway supervisor. If final track level is lifted above road level, contractor will repair/remake approach road to match the level of road with track. All other necessary work like asphaltting, lifting of barrier etc. will be carried out by contractor at his own cost.

(ix) The Contractor should note that during the process of removing fittings they may find some jammed pandrol clips, two-way Keys, Cotters, tie bars etc. also which have to be suitably taken out without damaging the sleepers. Jammed ERCS shall be removed by heating the insert or other suitable means approved by ADEN without damaging the sleepers. No extra payment shall be made for this activity.

(x) The block will be granted subject to availability and margin in train operations. No claim on account of not granting the traffic block will be entertained by the Railway.

(xi) As traffic block result in traffic detention, hence any failure to optimally utilize the granted block will be viewed very seriously. During block working the contractor failure will be fined Rs.5,000/- per block for SQRS work. Block of minimum 120 minutes duration will be provided for these works. The decision of Engineer-In-Charge in this matter shall be binding on contractor.

(xii) The work will be carried out during day / Night time and there must be no infringement to the Railways schedule of dimensions (IRSOD 2022) pre & post block operation.

(xiii) The Engineer In-Charge at site is empowered to decide the required lifting of track to ensure minimum 300 mm clean cushion under the sleeper. The depth of cushion will be measured from the bottom of sleeper.

(xiv) Re-fixing of KM Posts, Gradient Posts, Hectometre Posts, LWR Boards, Curve Boards, W/L Boards etc., disturbed behind TSR work will be done by contractor. No extra payment shall be made for this.

(xv) Contractor may have to work in station yard also, where falling of water, human wastes, other wastes etc. are common feature. If required, contractor will have to engage his/her own safaiwala etc. to clear/clean all these wastes for proper progress of the work. No extra payment will be made to contractor for this.

(xvi) If any load is stabled on working line in yard, work progress may be affected. No claim will be given by Railway to contractor.

(xvii) Contractor will provide labour, for shifting & fixing of all necessary boards (Caution board, Speed board, T/P, T/G etc.) related to work as per direction of

SSE/P. Way/In-Charge on the same day as the caution is revised. A penalty of Rs.2,000/- will be imposed each time, if contractor fails to provide labour, and work is carried out by Railway by any other means.

(xviii) If any fish plated joint found with un-chamfered rail hole, a penalty of Rs.5,000/- will be imposed for each un-chamfered hole. Decision of ADEN will be final in this regard.

xix) Depending upon the temperature conditions, rail tensors may also be used during De-Stressing. Extra labour if required will be provided by contractor accordingly, without extra payment.

(xx) The contractor may be required to make use of modern telecommunication mode e.g. mobile phones etc. for proper communication in the field for optimum use and utilization of traffic block.

(xxi) No work shall be done unless & until the contractor's technical supervisor & Railway's supervisor are present at site.

### **8: TRANSPORTATION OF MATERIAL:**

(i) The contractor shall be required to submit the necessary indemnity bond on requisite Performa with transit insurance policy, if required, as per the direction of Engineer In-Charge on account of theft or damage/loss during transportation of Railway material.

(ii) The contractor will be advised through a memo or by recording in Site Order Book by the Engineer representative about the need for arranging transportation. The contractor is supposed to arrange the transportation arrangement at the requisite point within three days of such intimation. In case of delay or default, the Railway is entitled to imposed liquidated damages in addition to other remedies available in General Conditions of Contract.

(iii) Truck/Trailer may be loaded from one or more places and unloaded at one or more places as per requirement. Safe loading/unloading of the material will be done by the contractor. Necessary loading/unloading arrangement and handling of material to make it convenient for loading/unloading will also be done by contractor for which no extra payment will be made to the contractor.

(iv) The transportation will have to be made on material challan as per prescribed procedure. The challans will be verified by the Railway stockholder after satisfactory transportation of material of prescribed quantity.

(v) The transportation of material, safety will be entire responsibility of the contractor. Any damage, wastage, or loss to Railway material in any manner should be totally avoided and in case of any shortage/damage is found, the recovery will be made from the contractors in accordance with Railway rule. Cost for P. Way material will be taken from latest rate supplied by NR HQ.

(vi) The Railway will not be responsible for any damage or accident to any labour working during the contract execution.

(vii) All terms and conditions as per Northern Railway General Condition of Contracts are applicable to this contract.

(viii) Portable cranes/chain pulley block or any other equipment required for loading, unloading, and stacking will have to be arranged by the contractor at his own cost.

(ix) The bill for payment will be prepared by the Railway based on verified copies of advice note/challan after recording the same in measurement books.

(x) Sleepers, rail, and other material shall be unloaded and kept stacked at the available safe location in SQRS Depot.

## **9: PENALTY PROVISIONS:**

**(As per HQ letter No.219-W/61/TMC/TRT/Pt. dated 08.09.2021):**

(i) The Tenderer/Contractor will be required to take all necessary precautions and steps for proper and safe working and safe movement of trains on track on which work is being executed and adjoining tracks. In case if it is noticed that due precautions and care is not being taken by the Contractor, then Rly may take action as considered necessary depending on the field condition and the cost for the same will be recovered from the contractor's dues. For the first default a written warning will be issued through letter/site order book. In second default for same item, a token penalty of Rs. 2000/- will be imposed.

(ii) As traffic block result in traffic detention, hence any failure to optimally utilize the granted block will be viewed very seriously. During block working the contractor failure will be fined Rs.5000/- per block for SQRS work. Block of minimum 120 minutes duration will be provided for these works. The decision of Engineer-in-charge in this matter shall be binding on contractor.

(iii) Expected progress of renewal by SQRS is 5 km per month. The contractor will have to arrange **the minimum 110 labour** accordingly. Railway will ensure providing minimum 15 days block of 120 min per month and Tenderer/Contractor will have to achieve minimum progress of 5 km per month. A penalty of Rs.1,00,000/-per km of shortfall will be imposed on Tenderer/Contractor if he fails to achieve minimum progress of 5 km per month even after providing minimum 15 days block of 120 mins per month.

(iv) Sleeper rake will be unloaded in SQRS depot at a rate of minimum 10 BRNs per day. Time will start, the moment rake is placed in unloading line of SQRS depot. A penalty of Rs.5,000/- per day will be levied for extra days taken in unloading. Contractor will have to make his own arrangement of lighting for day and night unloading.

(v) In case Contractor fails to ensure availability of 60 panels all the time, after availability of SH rail and wider base sleepers /revised wider base sleepers, penalty of Rs. 2000/- per deficient panel for that day will be imposed.

(vi) If Contractor does not load required number of SH rails from source, transport and unload SH rails as provided by Railway in nearby location (10 to 100 Kms from actual site of work) within 7 days from the time when Railway make available these SH rail for lifting by Contractor, then a penalty of Rs.10,000/- per day of delay will be imposed.

(vii) If auxiliary track is not made within 30 days from the date of issue of LOA, then a penalty of Rs.5,000/- per day of delay so done will be imposed.

(viii) If Contractor fails to use traffic block due to fault of the Contractor, then a penalty of Rs. 20,000/ per traffic block wasted will be imposed.

(ix) If ERC greasing is not done, then a penalty of Rs.20/- per non greased ERC will be imposed.

(x) If De-Stressing is not done, then a penalty of Rs.20,000/ per TKm will be imposed.

(xi) If ERC is not inserted properly, then a penalty of Rs.5/- per ERC which is not inserted properly will be imposed.

(xii) If boxing & dressing is not done as per IRPWM 2024, then a penalty of Rs.15,000/- per TKm will be imposed every time when boxing & dressing is required

and not done after tamping in the TSR location. Tamping may be done, two times or more with ballasting/without ballasting for lifting of track.

(xiii) In case, cess is damaged during work, the same will have to be repaired by the Contractor at his own cost.

(xiv) If any fish plated joint found with un-chamfered rail hole, a penalty of Rs.5,000/- will be imposed for each un chamfered hole. Decision of ADEN will be final in this regard.

(xv) Contractor will provide labour, for shifting & fixing of all informatory boards (Caution board, Speed board, T/P, T/G etc.) related to work as per direction of SSE/P. Way/In-Charge on the same day as the caution is revised. A penalty of Rs.2,000/- will be imposed each time, if contractor fails to provide labour, and work is carried out by Railway by any other means.