

**SOUTHERN RAILWAY****TRIVANDRUM DIVISION****WORKS BRANCH**

SPECIAL CONDITIONS OF CONTRACT  
( Item 1 to 55 ARE EXCEPTED MATTERS)

1. "The Delhi schedule of rates DSR 2021 with latest correction slip & Engineering department specification for CPWD specifications 2019, "The regulations for tenders and contract" "Conditions of tender", "Tender agreement form, General conditions of contract 2022 and correction slips thereafter . The contract labour (Regulation and Abolition) Act 1970" and Central Rules 1971" as amended from time to time and the specific drawings issued for the purpose of this work shall govern this contract.
2. Schedule "A - This schedule is for various DSR 2021 items. The tenderer shall quote a rate at par or a collective percentage „above“ or „below“ the advertised cash value which is inclusive of Railways escalation.
3. Schedule A1"- This schedule is for supply of reinforcement rods as per relevant item of DSR 2021. The tenderer shall quote a rate at par or a collective percentage „above“ or „below“ the advertised cash value which is inclusive of Railways escalation."
4. The General condition of contract is not attached to the tender form. The same can be obtained from the office of the Divisional Railway Manager (Works), Southern Railway, Trivandrum on production of a cash receipt for the sum of Rs.150 + taxes in force- (Rupees one hundred and fifty + taxes only) paid to the Divisional Cashier (Pay), Southern Railway, Trivandrum or any Station Master on Southern Railway.
5. The rate column should be filled in figures .
6. The quantity given in the schedule is only approximate and may vary according to the site requirement. The variation in quantities shall be dealt as per the Special Conditions on variation.
7. If any other items of works covered by the DSR 2021 applicable of Trivandrum Division are not covered by Schedule „A“ and incidental to the work are required to be carried out during the actual execution of work, the same will have to be carried out at the same tendered percentage as agreed to in the Schedule „A“ except reinforcement for RCC which will be paid by Schedule A1 respectively.
8. If there is any variation between the description in the tender and detailed plans, Engineer-in-charge will operate the correct description and his decision is final and binding on the tenderer/contractor.
9. The classification of soils in earth work shall be decided by the Engineer-in-charge and his decision shall be final and binding on the contractor. In separate payment will be made for bailing out of water other than those mentioned in DSR 2021.
10. The work should be carried out according to the General and special conditions/scope of the work and as directed by the Engineer-in-charge.

11. The Tenderer/Contractor is required to inspect the sites of works and acquaint himself with the site conditions, availability of approaches for transporting of men and materials space and other factors relating to the work, availability of labour, availability of water, electricity etc. before quoting his rates.

12. The tenderer while offering the rate should take into consideration the prevailing local conditions and working facilities available and other factors and any incidental items, likely to affect the quoted rate and should cater for the same and nothing extra will be payable on any account whatsoever.

13. The contract comes into force once the letter of acceptance is dispatched and the contractor is binding to comply all the commitments made in tender accepted thereby. The work has to be completed within prescribed period in all respect from the date of issue of acceptance letter.

14. Divisional Railway Manager (works) reserves the right to accept or reject any or every tender without assigning reasons.

15 . The works should be carried out without any interference to the normal working and Rly. Systems. The contractor will be responsible for any loss or damages to Railway and Public property if it occurs during the course of execution of the work and the contractor is liable so make good all such damages/losses at his own cost. Any working requiring blocks or speed restriction the Railway may choose to impose. No work which is likely to infringe Railways traffic or overhead wires shall be undertaken without prior written permissions and without the presence of authorized competent Railway personnel. The contractor will be responsible for any loss or damage to Railway and property of 3<sup>rd</sup> party, if it occur during the course of execution and the Railway reserves its right to have the damages made good by the contractor.

16. Shoring which are required to be provided at places considering safety of traffic as directed shall be provided by the tenderer/contractor at his cost. The shoring shall be maintained by the tenderer/contractor till the completion of the works for which it is intended for. The rates under relevant schedule(s) include this aspect also.

17. The tenderer/contractor has to make necessary arrangements for supply portable water at its cost for construction and for any other use. Chemical analysis of water and other ingredients shall be done from time to time as may be desired by the Engineer and the cost of the same has to be borne by the contractor.

18. Railway do not guarantee supply of electricity to any of the contractor's work. The contractor shall make his own arrangements at his cost for the supply of electricity available in the vicinity and if the contractor requires the same to be provided due to compelling circumstances, the Railway at its sole discretion may agree to provide the same on terms and conditions as may be agreed up on between the railway and the contractor.

19. All materials shall be stacked sufficiently far of the track and shall remain without any possibility of infringing the minimum fixed structure dimensions. Materials shall also not to be unloaded or stacked over signal wire cable or other cables or any such items to avoid interference to the existing running lines and trains running.

20. The rate quoted by the tenderer shall be inclusive of any additional labour etc. for leading of the materials across running tracks and no extra rate shall be paid for the same.

21. The work may have to be done some time during nighttime and also under traffic conditions. No extra payments will be allowed towards these exigencies and the tenderer/contractor shall not claim any compensation thereof. The contractor shall arrange at his own cost all lighting arrangements etc. unless otherwise specifically provided for.

22. Temporary arrangements for maintaining continuous flow through the sewer/water drains will have to be made by the contractor at his cost which are deemed to be included in the rates for the relevant items of work if the existing mains are affected during excavation of foundations duly temporarily realigning the sewer water drains underground cable etc. The contractor should also arrange to ensure uninterrupted water and sewerage for the existing blocks/structures. The permanent diversion of any underground sewerage of water pipe line system or underground cable shall be paid for separately by negotiating rates or shall be got done through separate agencies.

23. **Service roads:** The Railway does not undertake to provide any service road for the movement of the contractor's vehicle. The contractor can however make use of the service roads when they exist free of charges. However, the Railway shall not undertake to maintain the same and the contractor shall maintain the same at his own cost. In other places the contractor should make his own arrangements for the movement of the vehicles and no extra rate shall be paid for this. The Railway reserves the right to use of the roads formed and maintained by the contractor, as and when necessary without any payment to the contractor. In the event of the contractor forming service roads, it shall be clearly understood that the contractor shall make his own arrangements for arranging the land for his temporary use and Railway shall not have any responsibility in this direction. The service roads formed by the contractor may also be made available for the use of other contractors working for the Railway. Any such proposal of making service road on Railway land to be got approved by Engineer-in-Charge in writing well ahead of forming road.

24. The tenderer/contractor shall execute the works in consultation with electrical and signal department when conceal or open electrical wiring signal installation work are executed. He shall also make good the disturbed portion of masonry plastering etc. after the department furnishing the electrical works and render the surface neat and clean. No extra claims for these minor works shall be entertained.

25. Necessary barricade will be provided for the excavated trench to prevent falling of the persons nearby for which no separate payment shall be made.

26. Time is essence of the contract.

27. No extension of time will be given except for delays solely attributed to the Railways and in determining this; the decision of the Engineer is final. The contract shall apply for extension of time limit for the completion of work duly enclosing the supporting documents such as hindrance register etc to be maintained at site recording the causes of disturbance to the normal working with period.

28. Vehicles and equipments deployed by the contractor for the execution of work shall be spared to railway as and when requested by railways in case of accidents, natural calamities etc.

29. The work shall be supervised by competent personal nominated by the Engineer-in-charge the work has to be done as per his direction. No work shall be started without the presence and personal orders of the above personnel.

30. Necessary permanent way tools required for the work will have to be arranged by the contractor at his own cost including Gauge cum level.

31. Contract shall submit a fortnight progress report vis-à-vis the program made at the beginning of the contract and the action initiated to to make good the backloging of any to the Engineer-in-charge.

## **32. APPROVAL OF MATERIAL**

1. The materials that are to be supplied and used for the work by the contractor should be got approved by the Engineer-in-charge before use in a material passing Register to be maintained by contractor of site. The samples approved to be preserved at site and shall be handed over to the Section Engineer concerned at his stores for record.

2. In case of brick masonry, bricks of good quality and uniform size should be used and use of different size bricks will not be permitted. The tenderer/contractor should submit samples of brick and get the same approved by the Engineer in charge.

### **32.A – Removal of Improper Works & Materials - The Contractor shall comply with provision in accordance with Para – 27 (2) of GCC**

The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.

### 33. STATUTORY RECOVERIES ON THE BILLS:

All type of taxes in forces by Central Government and State Government from time to time recoverable from source shall be recovered from the bills by the Engineer in charge. Currently the following recoveries are being made: GST shall apply on all contracts which come in to force from 1/7/2017 onwards.

1. Income tax at 1% of bill value for individuals and 2% for firms will be deducted at source from each bill as applicable.

2. Cess at 1% of the bill amount will be deducted in accordance with 55-D of SGCC: Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers" Welfare Cess Act, 1996":

### 34. SECURITY DEPOSIT

The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfilment of the contract by the Contractor. Further details are in accordance with the clause 16 of Standard General Conditions of Contract 2022.

**Security Deposit:** The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of **6%** of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

**Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor in accordance with the clause 16(2)(i) of Standard General conditions of contract 2022.

### 35. PERFORMANCE GUARANTEE (P.G.)

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21

(Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to **5%** of the original contract value:-
  - (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;
  - (iii) Government Securities including State Loan Bonds at 5% below the market value;
  - (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
  - (vi) Deposit in the Post Office Saving Bank;
  - (vii) Deposit in the National Savings Certificates;
  - (viii) Twelve years National Defence Certificates;
  - (ix) Ten years Defence Deposits;
  - (x) National Defence Bonds and
  - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
  - (iii) The Contract being determined or rescinded under clause 62 of these conditions.

***36. .Provision of Efficient and Competent Staff at Work Sites by the Contractor:***

1. The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

2. The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

3. In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

**36 A. Deployment of Qualified Engineers at Work Sites by the Contractor: Applicable as per Clause 26A of GCC 2022.**

**36 A.1** The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.

**36 A.2** In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.

**36. A.3** No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as „Special Condition of Contract“.

In terms of provisions of new clause 26 A1 to the Standard General Condition of the contract (SGCC) contract shall also employee following qualified engineers during execution of the allotted work.

1. One qualified Graduate Engineer when the cost of the work to be executed is Rs.200 lakh and above and
2. One qualified Diploma engineer when the cost of the work to be executed is more than Rs.25 lakh, but less than Rs.200 lakh.
3. Technical staff should be available at site to work as contractor's site Engineer to perform all technical works. The correctness of the dimension of the structure, materials selection, size of members etc., and conformation to the specification of works and materials for this work to be ensured by the contractor through this technical personnel. He shall present wherever required by the Engineer-in-charge to take instructions. In case the contractor fails to employ the qualified engineer as aforesaid in para 1 & 2 above, he in terms of provision of clause 26 A(2) to the Standard General Conditions of the contract, shall be liable to pay and amount of Rs.40,000 and 25000/- for each month or part thereof for the default period for the provisions as contained in para 1 & 2 above respectively.
4. The Contractor shall submit the consent of the technical personnel proposed to engage along with the copy of his technical educational certificate at the beginning of the contract.
5. The suitability of the technical personnel shall be decided by the Engineer in charge and his decision is final and binding.
6. The Engagement of the technical personnel for other works being executed simultaneously by the same contractor or by different contractors shall be done only with the approval of the Engineer in charge.



**7. Restrictions on the Employment of Retired Engineers of Railway Services within One Year of their Retirement: Is dealt with in accordance with Provision Clause 59(9) of SGCC 2022.**

**8. Determination of Contract owing of Default of Contractor : Is dealt with in accordance with Provision Clause 62 (1) of SGCC 2022.**

**37. (1) Non-Employment of Labourers below the age of 15:** The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.

### **38.A LABOUR MANAGEMENT AT SITE OF WORK:**

1. The contractor must ensure the safety of labourers engaged by him while doing the work along side the track and crossing the track during the course of execution of work and the railways will not responsible for any injury/sustained by the labourer or for any fatal accident and the contractor should bear all the loss and expenditure involved.

2. The contractor shall be responsible for anti larval work at his cost during the progress of works as may be prescribed by the Engineer on the advice of the Railway Medical authority and where use of insecticide is involved it shall be done in accordance with the provisions of the act and rules in this behalf at the cost of the contractor, who shall also be solely responsible for any commissions under the provisions of the aforesaid rules.

3. The bonded labour system (abolition) ordinance 1975 would apply to the present contract. The contractor shall duly observe the provisions thereof.

4. If the contractor is co-operative labour contract society, vender co-operative society there shall be no element of contractor or ex-contractor in that society in any capacity or shall there be any close relatives of then contractor or ex-contractor associating with society as an office bearer.

5. In case of breach of the above provision the Railway reserves its right to terminate the contract with the society at any time without assigning any reasons after giving notice of a month for the society.

6. The tenderers/contractors who are engaging ten or more workers should register their establishment under the building and other construction workers (Regulation of Employment and conditions of Service) Act. 1996 with the office of the Assistant Labour Commissioner (Central), Trivandrum. 20.

7. Hours of employment regulations with which the contractor must make him acquainted shall be strictly observed.

**38. (b)**With reference to the various provisions of the contract Labour (R&A) Act1970should strictly adhere to the Contract labour laws and inter – alia as follows:-

- (i) The payment to the contract labour should be made through bank/cheques.
- (ii) Identity cards should be issued to all contract workers.
- (iii) Necessary step should be taken to deduct Provident fund from the payment to the contract workers and ensure that the same is credited to the concerned Provident Fund Account.
- (iv) Medical facilities from ESI, if applicable should be made available.

**38 c) Contractors should engage National skill qualification frame work(NSQF) certified personnel on various works.**

**39. TOOLS & PLANT**

1. Railway will supply free of charge to the tenderer/contractor such materials as rails, cribs, sleepers, dip lorries etc. for use during execution of the works as per the requirements for the works decided by the Engineer-in-charge wherever specifically indicated. The contractor shall take over the same at the depot of the Section Engineer (Works)/P.Way) where these are available as mentioned in the respective schedule/reaches and transport the same to the site of work at his own cost also make all reasonable care of such materials committed to his charge for the purpose of the works and shall be responsible for all damages or loss. The contractor shall sign as accounted receipt for such materials made over to him by the Section (P.Way/Works) and on completion of the work shall hand over the same to the nearest depot in good order fair, wear and tear excepted and shall be responsible for any failure to account for the same or any damage done thereto. The extent of recovery towards compensation for the loss or wear or damage to the material other than fair, wear and tear shall be decided upon by the Railway depending upon the merits of each case individually and the decision of the Engineer shall conclusive and final.

2. The railway not being bound for supply of any plants whatever to tenderer/contractor, may if the circumstances permits give to the tenderer/contractor on hire such plants as are available and as the contractor gives it in writing his acceptance of the rate and terms of hire charges. Where the railway is satisfied that the contractor has get the requisite organization for operation and maintenance of these plants, the hire terms would exclude the consumable stores, operation charges etc. in which case the tenderer/contractor shall undertake to do these things himself at his own cost outside the rate and terms of hire the railway is not satisfied with the contractor's ability to maintain and operate the plant, the hire terms shall include in the hire charges, the cost of consumable stores and operation charges etc. This plant and machinery will be made over any where in Southern Railway and these same will have to be transported to the work spot and returned to the depot after the work is overall at the contractor's cost. The period of hire of the plant and machinery will be normally from the date handing over the same to the tenderer/contractor to the date of return of the same by the contractor both days included in the period of hires except for the days the plant remains out of order beyond the control of tenderer/contractor or the Engineer-in-charge in both cases. The contractor is entirely responsible for the safety and proper upkeep of such machines and to provide appropriate protection and shelter for the same while in his custody.

#### **40. SPECIAL CONDITIONS ON VARIATION IN QUANTITIES IN WORKS CONTRACT.**

1. The quantity of various items given in the schedule for the works to be executed are only approximate and are only for the guidance of the contractor. The quantity has as far as possible been assessed correctly as the same are likely to vary during the execution of the work
2. The conditions as specified in clause 42 of standard General conditions of contract 2022 shall govern the variation in quantities in this contract.

**41. MAINTENANCE PERIOD:** The maintenance period shall be One month.

#### **42. VITIATION CLAUSE.**

The following stipulation will be adopted for vitiation

1.0 Vitiation during Variation in Contract Quantities(in accordance with Board letter No.2017/Trans/01/ Policy t.8/2/2018)

As a result of variations, a contract shall be considered " vitiated" only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.

Sl.No.	Value of Contract	Percentage difference between present contractor and new L-1 as a result of variation (percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1	Small value contracts (Tender Value less than Rs.50 lakh)	10
2	Other than small value contracts (Tender Value equal to or more than Rs.50 lakh)	5

1.1 When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken.

The Railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.

1.2 The above shall be regulated as under:

(a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. The provisions of Railway Board letter No.2007/CE.I/CT/19/Pt.XII dated 31/12/2010 hereby gets superseded.

(b) These instructions will be similarly applicable to earning contracts with H-1, H-2 substituted for L-1, L-2 and so on.

(c) Executives while executing the work shall make all efforts to ensure that no vitiation takes place in normal circumstances. Vitiating should be an exception rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/at par.

(d) Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/additions by way of new items will not be counted for computing Vitiating.

#### **43. CONDITIONS FOR MOVEMENT OF ROAD VEHICLES NEAR RAILWAY TRACK**

1. The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in Railway land next to the running line. If for execution of certain works viz. Earth work for parallel Railway line and supply of ballast for new or existing rail line gauge conversion etc. road vehicles are necessary to be used in Railway land next to the Railway line, the contractor shall apply to the Engineer-in-charge for permission giving the type & No. of individual vehicles, names & license particulars of the drivers, location, duration & timings for such work/movement. The Engineer in charge or his authorized representative will personally counsel, examine & certify, the road vehicle drivers, contractor's flagmen & supervisor to be deployed in the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions.

2. The plying of such road vehicle shall start only after providing Rail barricade or casurina pole barricade with two horizontal member (as directed) at 3.5m from the central line of the nearest Railway track with the approval of Engineer in charge.

3. The road vehicles will ply only between sunrise & sunset.

4. Nominated vehicles & drivers will be utilized for work in the presence of at least one flagman & one supervisor verified for such work.

5. The vehicles shall ply 6m clear of track. Any movement work at less than 6m and up to minimum 3.5m clear of track center shall be done only in the presence of Railway employee authorized by the Engineer-in-charge. No part of the road vehicle will be allowed at less than 3.5m from track center. Cost of such Railway employees shall be borne by the Railway.

6. The contractor shall remain fully responsible for ensuring safety & in case of any accident, shall bear cost of all damages to his equipment & men and also damages to Railway & its passengers.

Engineer-in-charge may impose any other condition necessary for particular work or site.

**44. Project Management Consultancy (PMC) As per Board letter NO.2017/Trans/01/Policy dt.8/2/2018**

In partial modifications to Railway Board's letter no.2007/CE.1/CT/18 dated 5/7/2010, and 14.09.2017, it has been decided to extend the scope of PMC services for all works contracts costing more than Rs.10 crore in open line, Construction and RE organization while ensuring the following:

- a) Personal approval of DRM/PHOD/CHOD would be required on case to case basis.
- b) The proposal to engage PMC services for any project/contract shall be governed as per instructions contained in Railway Boards letters mentioned above (and amended from time to time). These instructions will also be applicable for all the works approved for PMC by DRM/PHOD/CHOD.
- c) The word Deputy CE or its equivalent mentioned in the instructions above shall mean Equivalent Branch Officer of the Division/Railway Electrification (RE).
- d) The expenditure incurred on PMCs should be within the D&G charges as per extant instructions.

**45.0 Contractor's Measurements**

In partial modification to Railway Board's letter NO.2016/CE-I/CT/14 Measurement/1 dated 21/09/2017, and 2016/CE-I/CT/14 Measurement/3 dated 21/9/2017, it has now been decided to extend the scope of Contractors Measurement for all works costing more than Rs.5 crore in Divisions, Construction and RE organization, subject to following condition:

- a) Approval of DRM/PHOD/CHOD, without finance concurrence.
- b) The proposal to have works measurements by contractors for any project/contract shall be governed in accordance with the instructions contained in Railway Board's letters mentioned above (amended from time to time). Such instructions are applicable for all the works approved for Contractors Measurement by DRM/PHOD/CHOD.
- c) The word Deputy CE or its equivalent mentioned in the instructions above shall mean equivalent Branch Officer of the division/RE organization. XEN/AXEN shall mean their equivalent counterparts in Division/RE organization.
- d) **On-Accounts-Payments – applicable as per Clause 46 (1-5) of SGCC 2022.**
- e) **Final payment: applicable as per Clause 51 (1) of SGCC 2022.**

## **46.0 Deposit Works**

These works are defined in accordance with para 1843 of IR Code of Engineering Department. The method of execution is also defined therein. The limit of variation by 20% due to reasons other than escalation etc. may not be applicable for Deposit Works. Sanction execution and variations in these works shall be made by the Railway administration in consultation with the sponsoring authority bearing the cost of the deposit works, within the broad guidelines provided in IR code of Engineering Department and Model SOP October 2017. Revised detailed estimate should however be within the powers of the sanctioning authority.

**47. ROYALTY & SEIGNIORAGE CHARGES:** All payment of royalty charges and seignior age etc in connection with extraction and supply of rubble stone/stone ballast, sand and or other minor minerals required for the work to the State Govt or any other agency notified for the purpose by the govt, have to be borne and paid by the contractor., The Railway Admn is entitled to deduct from the contractor and keep in deposit such amount equal to the proportionate royalty charges from each on account bills if such a request is received from the concerned Department and the same will be released as and when the contractor submits a receipt/document/clearance certificate certifying that the royalty charges have been paid by the contractor relating to the contract. The contractor will be required to obtain a royalty clearance certificate from the concerned state/revenue authorities/collector and produce the same to Sr.DEN/DEN/XEN/ADEN after completion of supply before the release of in a bill.

## **48. Letter of credit (RB letter No: 2018/CE-I/CT/9 dated 4/6/2018)**

(i) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.

(ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.

(iii) The option so exercised, shall be an integral part of the bidder's offer.

(iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.

(v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC: .

(a) The LC shall be a sight LC

(b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.

(c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.

(d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.

(e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.

(f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.

(g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.

(h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.

(i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).

(j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation, Bill of Exchange and Bill.

(k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).

(I) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).

(m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.to. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.

(n) Any number of bills can be dealt within one I.C, provided the sum total of payments to contractor is within the amount for which LC has been opened.

(o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.

(p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

#### **49. Price variation Clause (PVC)**

**As per Railway Board Ir. No. 2013/CE-I/CT/O/10/PVC/Pt.I of 27-01-2015, " The Price Variation Clause (PVC) of General Condition of Contract (GCC) shall Not Apply to such a works contract which is either an Annual Maintenance Contract ( AMC) or a Zonal Contract." Hence Price Variation Clause is NOT APPLICABLE for this Work.**

#### **50: Clause 55 of GCC**

**Provisions of Payments of Wages Act:** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. Further details are to be in accordance with Clause 55 of Standard conditions of contract 2022.

**50-A. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:** This law is governed by Clause 55A of Standard conditions of contract.

**50-B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:**

The Contractor shall comply with the provisions governed in 55B of Standard General conditions of contract.

**50-C (i)** Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. The contractor has to abide by the rules mentioned in 54 and 55 (A to D) of SGCC 2022.

#### **51. Order of Precedence of Documents:**

In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings,



Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award
- i. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in tender documents.
- vii. CPWD specifications 2019 Vol. I & II updated correction slips issued up to date of inviting tender or as otherwise specified in tender documents, if applicable in the contract.
- viii. Indian Railways Unified Standard Specifications ( I R U S S - 2 0 1 9 ) updated with correction slips issued up to date of inviting tender or as otherwise specified in tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications ( Works & Materials ) 2 0 1 0 updated with correction slips issued up to date of inviting tender or as otherwise specified in tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in tender documents.
- xi. Relevant B.I.S. Codes updated correction slips issued up to date of inviting tender or as otherwise specified in tender documents.

## **52. Termination Clause**

Termination Clause in works contract is dealt with in accordance with provision of items 61 & 62 of SGCC 2022.

Termination of contract-effect of non performance by the contractor within the validity (Policy letter No.RB/CE/6(No.99/CE-I)/CT/28(PT) dt.17/5/2004. This is also applicable.

## **53. Arbitration Clause .**

Arbitration clause in work contract is dealt with in accordance with Provision of item 63 & 64 of SGCC 2022.

**54. PRECAUTION TO BE TAKEN WHILE PLYING OF VEHICLES ADJACENT TO RUNNING LINES TO PREVENT ACCIDENT TO TRAINS:**

54.1) The contractor shall not start any work without the presence of Railway supervisor at site.

54.2) Whenever the road vehicle and /or machinery are required to work in the close vicinity of Railway line, the work shall be so carried out as to be no infringement to the railway's schedule of dimensions. For this purpose the area where road vehicles and/ or machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning/reversal of road vehicle/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.

54.3) The look out and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flagmen/ detonators shall be provided where necessary for protection of

trains. To facilitate the driver to whistle, a whistle board will have to be provided at the appropriate place.

54.4) All vulnerable locations, where construction activity is in progress adjacent to existing Railway lines, should be cordoned off with proper barricades. The most vulnerable locations shall be barricaded with rail barricades projecting at least 1m above the ground. At all other locations, barricades of not less than 1.5m height consisting of bamboo, casuarina poles and supported horizontally by similar bamboo/casuarina poles should be provided.

54.5) All the barricades are to be painted or stuck on with red luminous paint/strips at suitable intervals.

54.6) The entry to new banks, which run alongside the existing track should be protected by barriers, which can be closed and opened when necessary.

54.7) At locations, which are not vulnerable, provisions of barricade can also be with. (i) 0.6m wide and 0.3m deep trenches or  
(ii) Stones of minimum size 30cmx15cm at 1 metre intervals and projecting 0.3m above ground level and painted white.

54.8) Barriers shall also be provided in the case of doublings, particularly at the existing level crossings where there is every possibility of Road vehicles entering the finished formation. These barriers are to be opened only for the movement of Railway contractors authorised vehicle or other Railway vehicles.

54.9 Road vehicles employed by the contractor should have the certificate for its Road worthiness and each vehicle numbered and the license particulars maintained. Contractors should ensure that the drivers permitted by them to work on such road vehicles are identified, counseled, certified and are provided with photo identity cards.

54.10). Wherever the work requires the movement of road vehicles within a distance of 3.5 to 6m from the entire line of the nearest track, such work shall be done only in the presence of Railway employees authorized by the Engineer in charge. No part of the road vehicle will be allowed at less than 3.5m from track centre. Cost of such Railway Employee shall be borne by the Railway.

54.11). No movement of road vehicle within 6m of Railway track shall be permitted unless the driver of the vehicle is assisted by a helper with a whistle who shall guide him to ensure safety.

54.12). The driver of the vehicle shall always face the track, when reversing the vehicles and whenever he cannot face the track for whatever

reason, he shall invariably be assisted by a helper with a whistle who should guide him and ensure safety.

54.13). All work sites shall be supervised by the Contractors representative as also a representative of the Railway Organization. Contractor's representative should be issued a certificate by XEN/ADEN to the effect that they have acquired sufficient knowledge about the safety precautions that are needed to be followed while working near the track. Whenever work of plying road vehicles within 6m. zone is actually in progress Look-out men should invariably be available. Lookout men will have to be provided by the contractor, from out of the list of persons who are authorized to carry out these duties. Authorization will be issued to the individuals, by the Engineer in charge. One supervisor who shall be permanent staff (Gang man) loaned to JE/W/CN from the respective gangs in whose beat, the work is in progress (to be spared by respective P.Way Engineer/Open Line) will monitor the availability and alertness of the lookout men. In case of non-availability of lookout men, this Railway's Supervisor shall stop further activities of plying of road vehicles. Even if no work is executed in the night, lookout men shall patrol the beat as identified by the representative of the construction organization to ensure the safety of the running trains, especially from any infringement.

54.14). Working alongside the track during night hours is normally prohibited. Such work can be done in the night only with the written permission of the Engineer in charge of the

construction activity. Where night work is permitted, lighting of the work site as required should be done.

54.15).The contractor shall be fully responsible against loss or damage arising from working of lorries and other machinery adjacent to the running track and making the contractor solely responsible for any loss or damage which the Railway or the contractor or any third party may suffer.

54.16).The contractor shall be fully responsible for ensuring safety at all times and shall bear the cost of all damages in cases of accidents/unusual occurrences resulting in damages to Railway property and passengers.

54.17).Operators of the work executive agencies working at or near Railway track should Undergo specified training on matters relating to - Safe working along and on the track - Salient features of observing moving dimensions and clearances which may be imparted to such supervisors, at Zonal/Divisional Training Schools and the cost of the such training shall be borne by the contractor which will be Rs.930/- per trainee per day for the year 2000 with a 10% escalation per annum with an expected duration of the course of about 3 days so as to ensure that they get acquainted with safety precautions that are required to be taken while executing works which have bearing on the safety of the running trains.

54.18).The unloaded ballast/ rails/sleepers / other P.Way materials after unloading along track should be kept clear off moving dimensions and

stacked as per the specified heights and distance from the running track. Trenches should be allowed only in those locations where they do not lead to subsidence to Railway track, as may be assessed by the Section Engineer/P.Way.

54.19) The supervisor mentioned in para 20.10 above, should be trained in protection rules and supplied with minimum equipment required for protecting the track. Such staff should also be provided with basic communication facility (a walkie talkie with communication facility to the nearest station master or adjacent site) so as to communicate to the nearest station in case of emergencies/unusual occurrences. Till it is made available, the supervisor shall use the nearest LC gate telephone or other means of communication to relate the incident most speedily.

54.20) The supervisor/ should be counseled about safety measures. A competency certificate to the contractor's supervisor as per proforma annexed shall be issued by ADEN which will be valid only for the work for which it has been issued.

54.21) Supplementary site specific instructions , wherever

considered necessary , shall be issued by the Engineer in -charge .

## **55. Labour Camps**

Provision of Labour Camp in Railway Land is dealt with in accordance with provision of Clause 40 (2) and 59 (1) to 59 ( 8) of GCC April 2022.

## COMPETENCY CERTIFICATE

Certified that                                Shri.....P.Way supervisor of  
M/s..... has been examined regarding P.Way working on  
work. His knowledge has been found satisfactory and he is capable of  
supervising the work safely.

Asst. Divisional Engineer.

[illegible]