

SOUTHERN RAILWAY

Annexure IV – Piece Works

SPECIAL CONDITIONS

1. Period of currency of the zonal contract will be up to 30-6-2025
2. In order to issue work orders, the total value of work orders issued under zonal contracts should not exceed the contract value specified in the tender by more than Rs 1 lakhs or 20% whichever is greater. The decision of the Engineer regarding the necessity and the extent of variation shall be final and be binding on the contractor and be cannot question or make any claim regarding the same at any stage.
3. The approximate percentage of works under each Chapter of DSR 2021 is detailed below: The % shown is only for guidance and work orders will be issued as per requirements by the competent authority. If the contractor fails to do work as stipulated, Railway may take necessary penal action as it deems fit in each case as per the conditions of Tenders/contracts.

1.	Chapter 1,2,15	-	15%
2.	Chapter 9	-	10%
3.	Chapter 4,5,6,7,10,11,13,21,22	-	55%
4.	Chapter 12,13,17,18,19,23	-	10%
5.	Chapter 8,14,16,20,24,25,26,	-	10%

Railway administration reserves the right to vary or modify the value of these items of works also depending upon the actual requirement arising during the currency of the contract period.

4. Samples of each type of brick to be supplied or to be used on the work shall be produced by the Tenderer/Contractor and got approved by the Engineer- in-charge. The bricks actually to be supplied or used on the work shall be as per the sample accepted.
5. Timber for use in doors and Windows for both frames and shutters should be air-seasoned or kiln seasoned, maintenance period for wooden doors and windows to be supplied by the contractor shall be same as that applicable to the other building and structural work viz, 3 months from the date of handing over. During this period if any warping or crack develops the wood work so affected shall have to be replaced at contractor's cost. The species of timber acceptable shall be decided by the Engineer-in-charge as per the schedule in force from time to time. This Applies other than teak wood.
6. Usage of raw materials secured with Government Assistance.
 - (a) Whether any raw materials for the execution of the contract are procured with the assistance of Government either by issue from Government stock or purchase under arrangements made of permit(s) or licence(s) issued by the Government, the contractor shall hold the said materials as trustee for

Government and use such materials economically and solely for the purpose of the contract against which they are issued and not dispose of them without the permission of the Government and return if required by the purchaser all surplus or unserviceable materials that maybe left with him after the completion of the contract or at its termination for any reason whatsoever or his being paid such price as Government may fix with due regard to the condition of the materials. The freight charges for the return of materials according to the directions of the purchaser shall be borne by the contractor, in the even of the contract being cancelled for any default on his part. The decision of the Govt. Shall be final and conclusive.

(b) In the event of the breach of the aforesaid conditions, the contractor shall in addition to throwing himself open to action for contravention of terms of the licence(s) or the permit(s) and or for criminal breach of trust be liable to account to Government for all moneys, advantage or profits resulting or which in the usual course would have resulted to him by reason of such breach.

7. (1) Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain supply of water necessary For the work.

(2) The Railway may supply to the contractor part or whole of the quantity of water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the contractor, provided that the contractor shall arrange at his own expense, to effect the connections and lay additional pipe lines and accessories on the site and that the contractor shall not be entitled to any compensation for interruption or failure of the water supply.

(3) In the event of the Railway arranging supply of water to the contractor at or near the site of works by traveling water tanks or other means, thefreightand other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the contractor in addition to the charges referred to Para 7(2) of this condition that the contractor shall not be entitled to any compensation for interruption or failure of the water supply.

8. The Security deposit for the due and faithful fulfillment of the contract in each zone will be calculated as per clause 16 of the General Conditions of Contract. The balance to make up the security deposit after adjusting the earnest money towards security deposit will be remitted by the contractor in full in any of the form of Government securities, Demand Drafts, Deposit Receipts issued by scheduled/commercial Banks drawn in favour of Divisional Finance Manager, Southern Railway, Trivandrum or will be recovered at 10% from running bills pertaining to the contract at the request of the contractor.

9. In case of failure of zonal contractor in a particular work order/work orders, the loss of the Railway in completing the left over work or supply will be estimated at 10% of the value of the work order or the actual extra cost incurred in completing the work or supply, which ever is higher.

10. The Railway may hire, if available to the contractor such materials as rails, wooden, sleepers, cribs, etc. for use during execution of the works on such terms as may be specified in a separate agreement. The contractor shall take all reasonable care of such materials committed to his charge for the purposes of the works and shall be responsible for all damage or loss caused by him, his

agent, permitted sub-contractor or his workers or others while they are in-charge. The contractor shall sign accountable receipt for such materials made over to him by the Engineer-in-charge in good order fair, wear and tear expected and shall be responsible for any failure to account for the same or any damage done thereto. The extent of recover, towards hire or material and compensation for the loss or wear or damage to materials 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 be conclusive and final.

11. In case of free supply of cement for work by the Railway the contractors are required to return the empty cement bags to the Railway in sound and serviceable conditions after completion of the work. For failure on the part of the contractor to return the empty cement bags, cost will be recovered through the contractor's bill at twice the rate as fixed by the cement controller(s) from time to time Plus ST.

12 Vehicles and equipment deployed by the contractor for the execution of work shall be spared to Railway as and when required by Railways in case of accident, natural calamities etc.

Observation of Bonded labour system – (Abolition).

Ordinance 1975

The bonded labour system (Abolition) Ordinance 1975 would apply to the present contract. The contractors shall duly observe the provision there of.

13. **The Tenderer should arrange communication facilities at site of work to enable the Railways Engineer/Representative to communicate the contractor/division preferably in the form of a Mobile Phone throughout the period of contract. All connection charges and cost of phone will be borne by the contractor and the contractor is not entitled to claim the cost in the bills. In case of failure, the Railways will arrange communication facilities and the actual cost incurred by Railways will be deducted from the running bills of the contract.**

Observance of contract Labour Act.

The contract labour (Relation & Abolition) Act 1970 and the Central Rules 1971 would apply to the present contract. The contractor shall duly observe the provisions thereof.

