



**GOVERNMENT OF INDIA ( भारत सरकार )**  
**MINISTRY OF RAILWAYS ( रेल मंत्रालय )**  
**( RAILWAY BOARD ) ( रेलवे बोर्ड )**

**No.2023/Track-III/TK/11**

**New Delhi, dated 25.10.2024.**

**General Manager,  
All Indian Railways**

**Sub: Model Tender document for Operation and Maintenance (O&M) of IR  
owned track machines.**

**Ref : 1) Board's letter of even no. dated 13-08-2024.**

Vide Board's letter under reference, the Policy for maintenance and renewal of tracks for Mission 3000 MT, duly approved by full Board was conveyed to the Zonal Railways.

In continuation thereof please find enclosed herewith the model tender document for **Operation and Maintenance** of track machines, duly approved by Board (MI and MF). Contracts may be placed by Zonal Railways, as per the letter under reference.

Suitable modifications in model tender document may be done at Zonal level.

**Enclosed : as above**

*Vijay*  
25.10.2024

**( VIJAY SINGH )**  
**Executive Director, Track (M& MC)**  
**Railway Board**  
**Tele: No. 011- 47845531**  
**Email\_ID : vijay.singh.2017@gov.in**  
**Room No. 150, First Floor, Rail Bhawan,**  
**Raisina Road, New Delhi - 110 001**

**Copy to :**

Principal Chief Engineer, All Indian Railways

**Tender Document  
For  
Operation and Maintenance of (-----) group of Track  
Machines for a period of (-----) years.**

**(\_\_\_\_\_) RAILWAY**

**(e-Tender No. \_\_\_\_\_)  
Due on Date: As per IREPS website.**

## **Index**

<b>Sr. No.</b>	<b>Description</b>	<b>Page no.</b>
1	Cover Page	01
2	Index	02
3	Abbreviations	03-04
4	Tender Notice	05
5	Section-1, Instructions to Bidder (ITB)	06-12
6	Section-2, General Conditions of Contract April-2022	13
7	Section-3, Terms and Conditions	14
8	Section-4, Special Terms and Conditions	15-36
9	Section-5, Schedule of Quantities and Rates	37-39

**Note:** All the above parts taken together shall constitute the complete tender document hereinafter referred to as “Tender Document” and has to be read together and acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.

## Abbreviations:

<b>Acronym</b>	<b>Definition</b>	<b>Acronym</b>	<b>Definition</b>
GCC	General Conditions of contract	CCA	Controller of certifying authority
BG	1676 mm Broad gauge.	NIT	Notice Inviting Tenders
IR	Indian Railway	O&M	Operation & Maintenance
IREPS	Indian Railway E-Procurement System	PBG cum WBG	Performance Bank Guarantee cum Warranty Bank Guarantee
IRS	Indian Railway Specification	PFA	Principal Financial Adviser
E-Tender	Electronic-Tender	POH	Periodic Overhaul
ISO	International Standardization Organization	IOH	Intermediate overhaul
EMD	Earnest Money Deposit/ Bid Guarantee.	TMC	Track Machine
GST	Goods & Services Tax	RDSO	Research Design & Standard Organization, Lucknow, India.
HSN	Harmonized System of Nomenclature	IRTMM	Indian Railway Track Machine Manual
GMT	Gross Million Tonne	BCM	Ballast Cleaning Machine
CE	Chief Engineer	SD	Security Deposit
MoU	Memorandum of Understanding	SEJ	Switch Expansion Joint
JE	Junior Engineer	SOD	Schedule of Dimension
SSE	Senior Section Engineer	SOR	Schedule of Requirement
ADEN	Assistant Divisional Engineer	TC	Tender Committee
Dy. CE	Deputy Chief Engineer	DUO	Duomatic
FA & CAO	Financial advisor and Chief Administrative Officer	TMS	Track Management System

LC	Letter of Credit	Track KM	One Track KM means One Kilometer length of Track including Left and Right Rail both
OEM	Original Equipment manufacturer	BRM	Ballast regulating Machine
LOA	Letter of Acceptance	DTS	Dynamic Track Stabilizer
DMC	Divisional maintenance centre	ZMC	Zonal maintenance centre
ESI	Employee State Insurance		

## **TENDER NOTICE**

Dy. Chief Engineer (Track Machine), (\_\_\_\_\_) Railway, (\_\_\_\_\_), for and on behalf of the President of India, invites Open Tender under Two packet system through e-Tendering from the agencies fulfilling the eligibility criteria for following work-

Name of the work: Operation and Maintenance of (-----) group of Track Machines for a period of ---- years.

1. Type of tender : Open Tender (e-Tender)
2. Tender Notice No. : (-----)
3. Cost of tender documents : Rs.
4. Bid Security : Rs.
5. Estimated cost of work : Rs.
6. Completion period : (-----) years from the date of issue of letter of acceptance.
7. e-Tender Closing Date & Time : As per IREPS at (-----)
8. e-Tender Opening Date & Time : As per IREPS at (-----)
9. Validity of offer from date of opening : 90 days from the date opening of tender.
10. Eligibility Criteria:
  - a. Technical Eligibility Criteria- As per GCC of 2022
  - b. Financial Eligibility Criteria- As per GCC of 2022
11. Similar Work means:

Repairs and Reconditioning of Track Machines.  
Or  
Repairs and supply of spares to Track Machines.  
Or  
Outsourcing / Supply of manpower for operation / maintenance of track machines.

## SECTION – 1

### INSTRUCTIONS TO BIDDERS (ITB)

1. In connection with the Invitation of Bids for the work, The Principal Chief Engineer, (\_\_\_\_\_) Railway, (\_\_\_\_\_), acting on behalf of The President of India, issues this Tender Documents for the service as specified in Section-5
2. Bids other than in the form of E-Bids shall not be accepted against above Tenders. For this purpose, Tenderers are required to get themselves registered with IREPS website along with class III Digital signature certificates issued by CCA under IT Act-2000.
3. Machine number(s) for this work is (-----). Bidder shall inspect these machines prior to bid in this tender. Tenderer requiring any clarification of the Tender Document shall contact the Dy. CE/ TMC/(\_\_\_\_\_) of (\_\_\_\_\_) Railway in writing at the address (\_\_\_\_\_) or by email at (\_\_\_\_\_) The tendering authority will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids.
4. Care in Submission of Tenders: Refer GCC, April-2022 with updated advance correction slips issued before opening of tender.
5. **Submission of Tender:** The Tenderer shall submit their offer online on the e-procurement website [www.ireps.gov.in](http://www.ireps.gov.in) on or before the due date and time fixed for the receipt of e-bids as set forth in the tender document. Detailed guidelines for Tender submission are given online on the website.
6. **Deviations:**
  - 6.1. Tenderer should submit their offer strictly in accordance with the terms and conditions of tender document. Tenderer should not quote any deviation from the tender document and should not quote any conditions.
  - 6.2. Nevertheless, as an exception, if any unavoidable deviation or conditions are quoted by the tenderers, financial impact of each of such conditions/deviations on their quoted unit rates, in terms of Rupee per unit rate, shall be clearly mentioned by the tenderer in the tender offer.
  - 6.3. If any of deviation/condition has no financial impact on the quoted rates, in such cases also, the tenderer must clearly mention its financial impact as 'Nil'. This is required for proper financial evaluation of such conditional/deviated offers.

6.4. Conditional offer/offers with deviations, without quantified financial impact of each of condition/deviation on the quoted rates, shall be considered as “incomplete” and shall be summarily rejected.

7. **Bid Security:** As per Clause No. 5 of Part I of GCC April-2022 with advance correction slips issued before opening of tender.

8. **Security Deposit:** As per Clause No. 16(1) of Part II of GCC April-2022.

9. **Performance Guarantee:** As per Clause No. 16(4) of Part II of GCC April-2022

10. **Price Variation Clause:** As per Clause No. 46(A) of Part II of GCC April-2022.

11. **Deadline for Submission of Tender:** Tender must be uploaded online no later than the date and time specified in tender notice/tender document.

12. **Online Opening of Bids:** No Contractor shall be required to be present in the Railway’s office for any E-Tender opening process. They can obtain totally transparent bid tabulation statement by logging on to the IREPS.

The Railway does not guarantee opening of tenders at the specified date and time. Thus, the actual time and date of opening may, at the sole discretion of the Railway, be rescheduled to any future time and date without assigning any reasons thereof. Since this is an online bidding where the website does not permit submission of offers after the stipulated date and time of closing, it is ensured that no offers are submitted after the scheduled tender closing time and date. Thus, there is no scope for late / delayed tenders.

13. Evaluation of tenderer: Refer GCC April-2022.

14. **Consideration of Tenders:** As per Clause No. 7 of Part I of GCC April-2022

15. **Contract Documents:** As per Clause No.8 of Part I of GCC April-2022

16. **Renewal of Deposits by Contractor**

For the fixed deposit receipt if submitted by the successful tenderer towards Security deposit, it shall be the responsibility of the tenderer/s to advise, the FA&CAO(X), (\_\_\_\_\_) Railway, (\_\_\_\_\_) for renewal and revalidation of the currency period of the fixed deposit as required. Such advice by the Contractor shall be made well in advance so as to reach the FA&CAO(X), (\_\_\_\_\_) Railway, (\_\_\_\_\_) not later than one month before the maturity of the currency period. If the Contractor fails to do so, the loss of interest on the submitted fixed deposits, if any shall be solely on the Contractor’s account and the Railway shall not in any way be responsible for the loss of interest suffered by the Contractor.



17. **Corrigendum:** The tendering authority reserves the right to issue any corrigendum to the tender up to 15 Days (fifteen days) prior to the due date of closing of the tender. Tenderers are also advised to check the website accordingly for the purpose of submitting their e-bids or revising their e-bids, if submitted earlier to the issue of corrigendum if any.

18. Inclusion of 'Letter of Credit' (LC) as Mode of Payment as option in Works Tenders or Service Tenders as per Railway Board's Letter No.2018/CE-I/CT/9 dtd.04.06.2018 is as under.

Following special conditions are applicable for LC mode of payment for Works Tenders or Service Tenders having advertised cost of Rs.10 lakh or above.

- i. For all the tenders having advertised cost of Rs.10 lakh or above, the Contractor shall have the option to take payment from Railway's 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 Railway's) 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 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. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be 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 Railway's 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 Railway's on this account shall be considered as reasonable compensation and paid by Contractor.*

*f. The LC terms and conditions shall inter-alia provide that Railway's will issue a Document of Authorization (format enclosed as Annexure -2 Railway Board's Letter No.2018/CE-I/CT/9 dtd.04.06.2018) 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 Authorization.*

*h. The Document of Authorization, shall be issued by Railway Accounts Office against each bill passed by Railway.*

*i. On issuance of Document of Authorization, a copy thereof shall be posted on IREPS for download by the Contractor. A digitally signed copy of Document of Authorization 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 Authorization available on IREPS and present his claim to this bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.*

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

*l. 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.t. the digitally signed Documents of Authorization 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 LC, 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 released of performance guarantee or security deposit shall be dealt directly by Railway with the Contractor i.e. not through LC.*

## Annexure-I

### Form of Guarantee Bond for Performance Guarantee Bank Guarantee Bond

The President of India,  
Through,  
FA & CAO (X),  
( ) Railway,  
( ).

In consideration of the President of India (hereinafter called "the Government") having agreed to accept from ( ) (hereinafter called "the said Contractor/s), under the terms and conditions of an Agreement/Acceptance letter dated ( ) made ( ) between ( ) and ( ) (hereinafter called " the said Agreement") the Performance Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs ( ) (Rs. only) we, ( ) (indicate the name of the Bank hereinafter referred to as "the Bank) at the request of ( ) Contractor/s do hereby undertake to pay the government an amount not exceeding Rs. ( ) against any loss or damage caused to or suffered by or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We ( ) (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Government stating that the amount claimed is by way of loss or damage caused to or suffered by the Government by reason of breach by the said Contractor/s of any of the terms or conditions contained in the said agreement or by reason of the Contractor/s failure to perform the Agreement, any such demand made on the bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ( ).

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute any unequivocal. The

payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s)/suppliers (s) shall have no (\_\_\_\_\_) against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/Warranty Period, and that it shall continue to be enforceable till the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till (\_\_\_\_\_) office/Department) Ministry of Railway certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharge this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the (\_\_\_\_\_) we shall be discharged from all liability under this guarantee thereafter.

5. We, (\_\_\_\_\_) (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Government against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Contractor/s or for any forbearance act or omission on the part of the Government or indulgence by the Government to the said Contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the bank or the Contractor (s) Supplier (s).

7. We, (\_\_\_\_\_) (indicate the name of Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date this (\_\_\_\_\_) day of (\_\_\_\_\_) 20\_\_\_\_).

For (\_\_\_\_\_)

(Indicate the name of Bank)

**(IMP Note:** Bank authority signing the BG must affix their stamp indicating their name and employee code at last page of the BG, else BG will not be accepted)

The stamp duty for Bank Guarantee Bond is as under: -

Amount of Guarantee Bond	Stamp Duty 'Payable'
a. Where the amount not exceeds Rs. 2,500/-	Rupees One Hundred
b. Where the amount exceeds Rs. 2,500/-	Five rupees for every one thousand rupees or part thereof for the amount secured by such deed, subject to the minimum of one hundred rupees and maximum of ten lakh rupees.

## **SECTION – 2**

### **GENERAL CONDITIONS OF CONTRACT (GCC April – 2022 with advance correction slips issued before opening of tender)**

Tender shall be governed as per the GCC April 2022 with upto date correction slips.

## SECTION - 3

### TERMS AND CONDITIONS

1. Requirement of Manpower for Track Machine Operation and Maintenance is as per Schedule-A of tender documents
2. Materials mentioned in Annexure- (-----) of Schedule – B of tender documents at Section- 5 are to be used to carry out schedule maintenance such as Daily, 50 Hrs, 100 Hrs, 200 Hrs and 500 Hrs maintenance schedules of Track Machines. Payment will be made as per actual consumption of the material. A proper record of scheduled maintenance carried out for each machine to be maintained by Contractor's supervisor in prescribed format issued by Dy.CE/TMC/(\_\_\_\_\_) duly checked and counter signed by machine in-charge.
3. **Warranty/Guarantee of spares:** Warranty for material at Annexure- shall be for minimum (-----) months from the date of fitment of material against manufacturing defects or workmanship or as prescribed by the Original Equipment Manufacturer. For Items in Schedule B From (-----) to (-----) warranty shall be (-----). Contractor has to replace the defective items free of cost at site where machine shall work. Any fixtures/ Nuts/ bolts / tools required for replacement of the part under warranty shall be arranged by Contractor for which no extra payment will be made.
4. For technical matter **CE/TMC/(\_\_\_\_\_)** is a final authority in case of any disputes,
5. Consignee: SSE(ZMC) (\_\_\_\_\_) or respective SSE/TMC as appointed by Dy.CE(TMC) (\_\_\_\_\_).
6. On removal of old material and fittings, the same should be handed over to the respective engineer in charge/ SSE/ZMC/ (\_\_\_\_\_) or nominated representative of Railway.
7. No extra charges shall be paid for transportation etc.
8. Completion Period/ Contract period is---- years from the date of issue of letter of acceptance.
9. The issue of the agreement will be binding contract between the Tenderer and the Railway's.
10. **Payment:** Payment will be arranged after receipt and acceptance of verified bills and will be done by Dy.CE(TMC) (\_\_\_\_\_), through FA & CAO(X) (\_\_\_\_\_).

## SECTION - 4

### SPECIAL TERMS AND CONDITIONS FOR OUTSOURCING

**Special conditions for operation, maintenance of Track machines for a period (-----) years in (-----) Railway.**

**Obligations** of Contractor & Railway's are incorporated in tender document & important obligations on both parties are summarized below:

(a) **Contractor's obligations:**

- i) Maintain the machines as per maintenance Schedule by providing timely maintenance manpower.
- ii) Ensuring availability of agreed scale of manpower for operation (movement, shifting and working) and maintenance of track machines.
- iii) Ensuring availability of Track machine for (-----) for (-----) days in month. The time consumed in Maintaining the machine as per 1000 Hrs, IOH and POH will be considered as availability for purpose of counting (-----) days.
- iv) Offer the track machines to Railway for obtaining rolling block and avail rolling block as granted.
- v) The block timings may be different depending upon the traffic pattern and shall be advised to the supervisor in advance, who will ensure that the machine is offered with due daily maintenance at least 30 minutes before the tentative block time.
- vi) Will arrange proper lighting for night block working.
- vii) Carryout the work of (-----) by his own operators.
- viii) Contractor will try to optimize the utilization of rolling blocks.
- ix) Indemnify the Railway and maintain insurance as per contract
- x) Provide accommodation and transport facilities to its manpower.
- xi) Contractor will ensure validity of competency of manpower and for this purpose he will spare the manpower in time for refresher courses, Periodical Medical Examination and arrange suitable replacement.
- xii) Contractor will supervise the machine for (-----) work at its own cost and ensure safety and quality of work.
- xiii) Shall maintain the record and submit periodical progress/information/reports as per contract.



- xiv) Shall make arrangements to expeditiously clear the block section in case of failure/derailment of track machine, by his own means and at his own cost.
- xv) Shall take measurement of works and submit the bills in time.
- xvi) During break down maintenance, Contractor shall provide:
  - a) All necessary manpower needed to restore the machine for operation.
  - b) All additional manpower and specialists for immediate troubleshoot and repair in the least possible time.
- xvii) After completion of day's/night's works Contractor shall ensure that all equipment, tools and plants is cleared before leaving the site. No material whatsoever shall be left behind.
- xviii) The Contractor shall ensure that all his manpower shall wear proper uniform with personal protective equipment including helmet, safety shoes and illuminated jacket etc. while working.
- xix) The Contractor shall take all necessary safety measures & precautions and the Contractor shall be entirely responsible for the safety & security of his men & materials.
- xx) Contractor shall provide Photo-identity cards to all his manpower & supervisors.
- xxi) Adhere to statutory laws.
- xxii) To deploy competent manpower fulfilling necessary medical requirement. Medical examination at nominated medical hospital/ Health center will be carried out by Railway Medical Officers Charges of medical examination, if any, will be borne and paid by Contractor.
- xxiii) While working on double/multiple line sections, it shall not infringe the adjoining track and it must be possible to permit trains at full speed on that track. If considered unavoidable for working, any infringement of the adjoining track shall be allowed only after obtaining the block of that track.

(b) **Railway's obligations:**

- i) To ensure timely availability of worksite to Contractor.
- ii) To ensure availability of correct and reliable track survey data in machine compatible format available to the machine before start of (-----) operation.
- iii) Carrying out pre-survey and carry out the pre-work like pre-ballast regulation (wherever required), identification and removal of broken sleepers and their replacement by good sleepers, identification and

removal of broken/missing fittings and their replacement by good fittings, squaring of out of square sleepers.

- iv) Arrange HSD oil for track machine at Machine stabling siding.
- v) Railway will arrange sufficient ballast in advance, so that (-----) operations may be carried out by the Contractor properly.
- vi) Carryout pre and post block activities.
- vii) Provide look out men for safety of track and workers during block as per conditions of contract.
- viii) To communicate changes made in manuals/codes i.e. IRPWM, G&SR, IRTMM etc. to Contractor.
- ix) Railway will provide required training of Contractor's manpower regarding track protection, periodical medical examination and issue valid competency certificate on payment basis.
- x) Railway will provide and impose Speed Restrictions required for the work (if required). Railway will also erect caution indicator boards, speed indicator boards and termination boards at appropriate location as per prevalent speed restriction.
- xi) Railway will ensure timely availability of competent Railway staff to submit requisition for block, obtain and clear block after completion of work. Based upon the track parameter, suitable speed at which traffic shall be opened will be mentioned by the competent Railway staff in block clearance memo.
- xii) Railway will depute sufficient support staff (Engineering, S&T, Traction Department) as per requirement during working of track machines including look out/safety men for ensuring safety of track, train and workers, at its own cost.
- xiii) Railway will ensure timely shifting of track machines by providing path and Competent Railway (LP/ALP), wherever required.
- xiv) Railway will provide suitable sidings/track for stabling of track machines, nearest possible to work site.
- xv) Railway will provide sufficient open space (250 sqft) in the nearest track machine depot/STMD/ZTMD for storage of spares. Railway shall provide, free of charge, adequate space for lubricants and spares at central depot location (if required) and office for manpower at depots, with free electricity, where machine is placed
- xvi) After work, the block section should be cleared at the earliest. If Contractor is not able to clear the block section in case of failure/derailment of track machines then for the cases requiring Railway's assistance for loco/ART/MFD van etc, the penalty as per contract will also be levied by Railway on Contractor.
- xvii) Railway will examine the bills submitted by Contractor and will make

timely payment as per contract conditions.

- xviii) To ensure safety and security (against theft and misuse) of the machine, tools and any other spares
- xix) In case of repair of Proprietary software/ related hardware of the electronic components of the machine, Contractor shall be provided free access by Railway to transport the part to their nearest workshop.
- xx) Railway will provide free access of its maintenance facilities to Contractor's operation and maintenance team members/vehicles/tools etc. Contractor will notify Railway about the arrival of tools/heavy spares carrying vehicles for maintenance of the machines well in advance if it is expected after normal works hours.
- xxi) Wherever required, all necessary permissions has to be ensured by the Railway.
- xxii) Railway shall intimate about the working hour well in advance preferably one day in advance. Before the end of each day's work the Contractor shall be advised in writing by the railway, of the commencement time and duration of the following day's occupation(s). Contractor shall be allowed sufficient time on- track to calibrate and adjust the machine as part of the preventive maintenance of the machine. This time will be outside the scheduled occupation periods and will not be included in any of the contract measurements.
- xxiii) The ballast shall be planned, procured, provided and unloaded (either by wagons or manually through cess supply) in the section by the Railway well in advance.
- xxiv) Any item which is not specifically included in the scope of Contractor will be carried out by Railway either departmentally or through other agencies.
- xxv) Adhere to all its obligations as per contract conditions.

### **Special Conditions of Schedule A-**

- 1.** The Contractor has to execute works of Operation & maintenance of Machines (herein after called the machines) which will be deployed over Railway network as per the instructions of Dy CE/TM. During the execution of the contract, the cost of manpower and other logistics required for operation and maintenance of machines are included in contract price.
- 2.** Minimum one supervisor /Machine In-charge will be deputed by Railway on each machine, who will be responsible for Machine Driving and will co-ordinate with Railway persons of other Departments for arranging traffic blocks and movement of machine.
- 3.** Scope of maintenance of the machine is day to day maintenance and scheduled maintenance as per IRTMM. It will be responsibility of the Machine

In-charge to certify the day-to-day maintenance of machine. During maintenance shift, the manpower deployed by Contractor shall perform the stipulated maintenance of machine, repair if any, stipulated preventive checks and scheduled maintenance of machine of all assemblies (like engines, generators, Hydraulic system, Pneumatic system and electrical control system etc.) or sub-assemblies (various water & HSD oil pumps, sensors etc) as specified by OEM as well as RDSO & IRTMM. Maintenance will be carried out in such way that readiness will be given within one hour after the start of the working shift.

**4.** The Contractor should maintain inventory of critical spares on machine at nearest place in order to minimize the number of breakdowns and delays in the repair and operation. He should keep stand by critical spare parts at his workshop. Contractor shall be responsible for providing sufficient number of serviceable components/ parts/ materials on the machines to minimize break down or delay. The Contractor shall prepare and send to Railway the days scheduled for planned/scheduled maintenance of the track machines during the month at least 15 days in advance of the beginning of the month.

**5.** Maintenance records during Schedule and breakdown maintenance shall be maintained machine wise in hard copy as well as soft copy as per format provided and updated from time to time. This record can be maintained in a register which can be kept in the machine itself. These records shall be provided to Railway in a timely manner. The Contractor shall maintain the history book, logbook and all other documents prescribed for track machines as per IRTMM and any other document that may be prescribed further in due course of time. The Contractor shall complete a standard daily report accurately depicting operational times, delays, reasons for 'NO work', machine availability, progress achieved by each track machine and his manpower working on track . Railway representatives will also sign this report on a daily basis. Daily progress and history shall be mailed to the nominated Railway official/s along with weekly and monthly progress reports.

**6.** Machine In-charge will certify the available manpower provided by Contractor on machine. Contractor has to provide arrangement for Biometric attendance for their labour deputed on machines. No extra payment shall be made for this.

**7.** The Contractor has to execute the works for Operation and Maintenance of Track Machines mostly over Railway as per the instructions of Dy.CE(TMC) (\_\_\_\_\_) or his representative.

**8.** Contractor has to operate and maintain the Track Machine in a shift of 12 hours in day or night or in split shifts. While deploying the manpower, Contractor shall follow rules as per Railway's HOER (Hours of employment Regulation) as decided by Railway Engineer.

**9.** The track machines shall be ready to work daily sufficiently in advance before the proposed normal block timing as decided in weekly planning. To move the machines from stabling siding to the work site and back, the Railway shall provide the Contractor with a staff, who is aware of the route to provide the directions for movement/travel. However, the Contractor will provide sufficient operators to move the machines in shift and will not refuse the movement of machine. Before start of new site/ shifting of machine base stabling siding, a program will be prepared by the Contractor in consultation with sectional SSE/P.Way.

**10.** Track machines should be provided with sufficient external lights so as to make them capable of working at night. The Contractor shall make his own arrangements for extra lighting at site for working in night. During block all essential safety and other working rules shall be followed by the Contractor as well as Railway staff.

**11.** If any track machine breaks down during block and requires Railway's loco/haulage arrangement, in addition to penalty for block bursting, a penalty @ Rs. 1,00,000/- per case will also be charged to Contractor and will be adjusted from his running bills. Similarly, if any track machine/s is/are derailed and require assistance of Railway crane/ART/MFD van for re-railing, in addition to penalty for block bursting, a penalty of @ Rs. 2,00,000/- per case for crane and Rs. 1,00,000/- for MFD van will also be charged to the Contractor and will be adjusted from his running bills. For every year on the date of LOA the above penalty rates shall be increased by 3% compounded annually.

**12.** The Contractor will clear the traffic block in time. Block busting on account of Contractor will attract following penalties per instance:

00-15minute: NIL

15-30minute: Rs.5,000/-30-60 minute: Rs.10,000/-

> 60 minute: Rs.25,000/- per hour subject to maximum of Rs. 1,00,000/-

For every year on date of LOA the above penalty rates shall be increased by 3% compounded annually.

**13.** The minimum education qualifications as under:

i.	Assistant Track machine Operator/	Diploma/Degree in Mechanical or Electrical or Instrumentation or Electronics or Production
----	-----------------------------------	--

	Supervisor	Engineering or Automobiles or its connected subjects in Govt. Approved colleges/recognized universities. (Passing with minimum 50% marks) (The education qualification is relaxed in case the Contractor engages a retired Railway Employee who has worked as JE/SSE on track machines, subject to maximum age limit of 65 years)
ii.	Technician / Skilled Fitter	ITI in Mechanical/Electrical/Welding/Instrumentation and other related fields of mechanical and electronics or any other similar subject in Govt. approved college. (Passing with minimum 50% marks) (The education qualification is relaxed in case the Contractor engages a retired Railway Employee who has worked as Sr. Technician or Technician Gr.I, or Technician Gr.II or Technician Gr.III on track machines, subject to maximum age limit of 65 years)
iii.	Khalasi/Helpers	10 <sup>th</sup> class Pass.

Manpower is required for operation and maintenance of machines for 07 days in a week. Contractor shall arrange for LR and RG for his manpower as per labour laws.

**Note:** The Contractor has to submit the educational certificates and other proofs of the manpower being engaged at the time of starting of the work. Any changes in his employed manpower shall be only after obtaining written consent of Dy.CE/TMC/(.....).

**14.** The Contractor has to provide a team of skilled / unskilled manpower required for operation and maintenance of Track Machines which shall be decided by zonal railway and mentioned in the tender conditions. For example BCM group of machines the minimum manpower to be provided are as follows:

1	For one BCM	02 Assistant Machine Operators/Supervisor, 03 Technicians (Skilled fitter) and 04 Khalasi/
---	-------------	---

		Helper.
2	For one Duomatic	01 Assistant Machine Operator/Supervisor, 03 Technicians (Skilled fitter) and 03 Khalasi/Helper
3	For one DGS	01 Assistant Machine Operator/Supervisor, 02 Technicians (Skilled fitter) and 02 Khalasi/Helper
4	For one BRM	01 Assistant Machine Operator/Supervisor, 02 Technicians (Skilled fitter) and 03 Khalasi/Helpers

**15.** The Contractor has to make necessary arrangements for boarding and lodging for their manpower and no extra Payment is permissible on this account. Permission will be given for erection of temporary tents within Railway land and on vacating the place. It has to be handed over in clean condition. If Contractor's manpower uses the camping coach, they have to keep the coach in clean and tidy condition and also ensure that facilities available in the coaches are not damaged. If any damage to equipment's in the Camping Coach occurs due to negligence of Contractor's manpower then the Contractor has to make good the damage at his own expense. Contractor has to arrange raw material for preparation of food for their manpower at his own cost. One cabin in each camping coach shall be reserved for Railway staff.

**16.** All the Contractor's manpower shall have sound health & should not be suffering from contagious diseases etc. Assistant Machine Operators/Supervisor/ Technician and Khalsi/helper should pass in A-3 medical category of Railway. Regarding this, Contractor shall submit the physical fitness and Medical Certificates issued by Railway doctor as directed by Dy. CE(TMC) (\_\_\_\_\_) or AXEN/TMC of concern division of (\_\_\_\_\_) Railway before deployment of manpower and all the cost for medical examination shall be payable by the Contractor. In case of any medical examination of Contractor's manpower in necessitated during the course of the Contract, the same shall be complied and any such cost for medical examination shall be payable by the Contractor only.

**17.** Before commencement / starting of work, Contractor will submit the details of manpower & police verification certificate with local address of manpower.

**18.** Railway shall provide route learning to Contractor's track machine operators. No charge will be levied by Railway from the Contractor. For movement from siding to site and back to siding, and from one work site to new work site and to/from IOH, assistance of ALP/LP is provided by Railway without any extra cost.

**19.** Before deputing the manpower for movement/operation/working of track machines, Contractor shall impart the necessary training to its operators and obtain competency certificate from the zonal Railway.

**20.** Only siding track for stabling, repair and maintenance of the track machine shall be provided by the Railway free of charge. The arrangements for security shall be made by the Contractor at his own expenses.

**21.** The machine will mostly work on track, where the trains running on adjacent tracks. The Contractor must ensure the safety/health hazards of the labours engaged by him/her during the course of the execution of work. Necessary safety equipment shall be provided by the Contractor for all the manpower deputed by him, No extra amount is payable towards this by Railway. In case of any accident causing injuries / disability or death etc. of Contractor's employees, the Contractor should pay compensation etc. for the same and Railway's shall have no liability on this account. Contractor has to made insurance etc for their employees if required for the same as Railway's will not pay any compensation for this. Contractor shall submit an indemnity bond in this regard in format attached.

**22.** The Contractor shall ensure provision of minimum labour as stipulated for every machine.

**23.** Sometimes the machines after going into the block section may not be able to return to the base Station within the scheduled duty hours. Under such circumstances the Contractor's manpower will have to work for extra hours as per requirement at site, for which nothing extra will be paid. Even in case of extra duty hours on previous day, the manpower will have to be ready for the next day's working at the nominated time as advised by the machine In-charge. The decision of Dy.CE/TMC/(\_\_\_\_\_) shall be final and binding to the Contractor in this regard.

**24. Special Conditions of Contract mandatory for updating of Labour data on Railway's Shramik Kalyan Portal by Contractor as under.**

A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railway's General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website <https://shramikkalyan.indianRailway's.gov.in>. Contractor shall register his firm /company etc. and upload requisite details of labour and their payment



in this portal. These details shall be available in public domain. The Registration/ updation of portal shall be done as under:

(a) Contractor shall apply one-time registration of his company/firm etc. in the Shramik Kalyan Portal with requisite details subsequent to issue of Letter of Acceptance. Railway Engineer shall approve the Contractor's registration on the portal within 7 days of receipt of such request.

(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.

(c) The Contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA)/Contract Agreements on Shramik Kalyan Portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by Contractor within 7 days of receipt of such request.

(d) After approval of LoA by Engineer, Contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramik Kalyan portal on monthly basis.

(e) It shall be mandatory upon the Contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

B. While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances or Performance Guarantee/Security deposit', Contractor shall submit a certificate to the Engineer or Engineer's representatives that I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik Kalyan portal at '[www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in)' till Month Year."

**(Railway Board's letter No.2018/CE-I/CT/4 dated 17.10.2018).**

**25.** Manpower roster will be decided according to the margin/ availability of block in section following Railway's HOER.

**26.** In case of emergency, Contractor will be bound to work beyond roster hours.

**27.** If Contractor fails to provide the stipulated number of manpower on machine, Railway manpower may be provided to fulfill deficiency. The penalty in this regard will be as per Penalties Clause No. 38.1.

**28.** Contractor will provide the proof of the latest copy of minimum wages.

**29.** Railway reserves the right to close the contract duly giving 30 days notice to the Contractor.

**30.** Bills of work done shall be entered by the respective SSE/TMC of the division based on the report and attendance particulars submitted by the

machine in-charge and 100% test check to be done by ADEN/TMC of the concerned division and the bill will be passed by Dy. CE/TMC / (\_\_\_\_\_).

**31.** In case, it is decided to stop any machines/ equipment due to any reason, Railway will intimate the same to the Contractor one week in advance.

**32.** The Contractor's manpower and labour shall not have any claims of appointment in Railway's in future.

**33.** In the event of any reduction in the quantities to be executed for any reason what so ever, the Contractor shall not be entitled for any compensation but shall be paid only for actual quantity of work done.

**34.** The Contractor's manpower shall accompany the machines during transit from one station to another station. Transportation of material for machine within station area or to the local market will be done by Contractor manpower. Transportation of material from store/DMC to work site will be provided by Railway.

**35.** Rates will be inclusive of all taxes. GST, license fees, manpower PF, etc. nothing extra shall be paid.

**36.** Manpower required for operation and maintenance of machines for 07 days in a week. Contractor shall arrange for leave reserve (LR) and rest giver (RG) for his manpower as per labour laws.

**37. Mode of Payment** – Payment shall be made on Monthly Basis

**38. Penalties:**

**38.1** If there is shortage of manpower provided on any machine on any day, a penalty as mentioned below per day on Operator/skilled fitter/ Khalasi/ Khalasi helper, shall be deducted for this purpose. A daily attendance register will be maintained by the machine In-charge. The decision of Dy.CE/TMC/\_\_\_\_\_ is final in this regard.

Manpower	Penalty (per day)
Assistant Operator (Operator/Supervisor)	Rs. 4200
Technician (Skilled Fitter)	Rs. 3400
Helper (Khalasi)	Rs. 2700

**38.2** In case any damage to machine due to mishandling/ mis-operation is caused to the machine/ materials or any interruption to Railway traffic takes place on account of fault of Contractor's manpower, the actual cost of damage or the cost of the interruption to the Railway traffic will be recovered from the Contractor's running bills. In case of dispute regarding the estimation of damages Contractor can appeal to CE/TMC/ (\_\_\_\_\_) and the decision of CE/TMC/(\_\_\_\_\_) shall be final and binding on the Contractor in this regard.

**38.3** If machine remains idle due to Contractor's fault i.e. insufficient contractual manpower / maintenance issue which has to be done by Contractor, penalty shall be imposed as mentioned below:

Idling of all machines in the group	No payment shall be made for that day and penalty of Rs. 1.0 lakh per day shall be imposed.
Idling of any machine from the group	No payment shall be made for that day for that Machine and penalty of Rs. 25,000 per day per machine shall be imposed.

**38.4** After successful completion of training, if any outsourced manpower leave the machine before one year from the date of deployment on the machine, then following additional penalty will be imposed;

Manpower	Penalty
Assistant Operator (Operator/ Supervisor)	Rs. 1,00,000/-
Technician (Skilled Fitter)	Rs. 75,000/-
Helper (Khalasi)	Rs. 50,000/-

**39. Brief description of duties of Contractor's Assistant Machine Operator / Supervisor–**

- He has to work under Supervision of Railway's Engineer ie. SSE/JE deputed as Machine In-charge on machine.
- He shall be responsible for Operation, Maintenance & repairs of all type of track machines offered to him.
- Carrying out the prescribed schedule of maintenance and keeping proper records of the same.
- Safe custody, accountal and replacement of the spares, Tools & Plants and consumables issued for the machine and returning of released spares to zonal depot/DMC for reclamation/condemnation.
- Keeping systems of the machine in working condition and ensuring the target output, duly maintaining quality.
- Maintaining log books and other records, sending daily and other periodical reports/statements using appropriate fastest mode of communication.
- Coordination with the Machine in-charge for efficient working of his machine and planning daily program of machine work e.g. Working in design mode for slewing and lifting of track etc.
- Active association during visit of firm's Service Engineer, furnishing of such information as may be needed for proper examination of the machine and taking necessarily follow up action.

i. Furnishing necessary reports to and keeping Machine in-charge informed as the case may be, about all the relevant aspects of the machines as also other records and details as asked by him and carry out necessary actions as directed for proper operation and maintenance of his machine.

j. In the event of breakdown of the machine, he will be responsible for setting right the defect in shortest possible time with the help of machine and other manpower. In case the machine cannot be repaired in the block, he shall be responsible for winding up using all resources including back-up systems and clear the block section as early as possible. He shall be assisted by Machine in-charge and demand the engine/breakdown train through SSE/JE/P.Way, if required without undue delay.

#### **40. Duties of Contractor's Technicians:**

Technicians attached with the machines will be under supervision of Railway's Engineer i.e. SSE/JE deputed as machine in-charge of a particular machine. He shall assist the operator in operation and maintenance of track machines. Their main duties are: -

- a) To attend the daily and weekly maintenance schedules of machine and record the compliance in log book. To attend and assist the Service Engineers during service checks.
- b) To attend the repairs, schedule maintenance and also repairs the machines during breakdown in block with due urgency.
- c) To keep in his custody the various tools, plants and equipment necessary to attend repairs and ensure their working condition.
- d) To guide and supervise the machine assistants and other manpower in attending the maintenance/repairs.
- e) To remain vigilant during movement and working of machine and to inform the concerned SSE/JE/TMC for any abnormalities noticed.
- f) To ensure safety of the machine and manpower during working.
- g) Any other work assigned to him by the machine in-charge i.e. SSE/JE/TMC.

#### **41. Duties of Contractor's Khallasi/Helper:**

Helpers/Khallasi attached with the machine(s) will be under Supervision of Railway's Engineer i.e. SSE/JE deputed as Machine In-charge on machine He shall assist Operator and Technicians in performing their functions and their main duties would be as below

- (a) To keep the track machine in neat and clean condition.
- (b) To replace spares like tamping tools as directed by Machine In-charge / Operator
- (c) To recoup HSD oil as required.

- (d) To assist Operator / Technicians for carrying out daily and other specified schedule maintenance of track machine as per instruction of machine in-charge
- (e) Transportation of material and spares.
- (f) To bring all necessary tools and plants from coach to machine or otherwise specified by Technician / Operator or machine in charge.
- (g) To be vigilant during machine working and promptly inform machine-in-charge & Operator regarding any obstruction in track viz. SEJ, Level Crossing, Bridge, joggled fish plates etc. boulders, rail pegs etc. so as to enable SSE/JE or operator to take necessary preventive action.
- (h) To warn for any abnormal sound, bursting of hose, breakage of any assembly etc. to machine-in-charge.
- (i) To assist machine-in-charge in attending the failure in shortest possible time.
- (j) Extend help during service check by service engineer.
- (k) Ensure safety of self and colleagues during block.
- (l) Perform duty of watchman for machine and coach, if required.
- (m) Accompany the machines during shifting as directed.
- (n) Machine specific duties will vary from machine to machine. For example in the BCM group of machines specific duties are as under:
  - 1) For BCM: Cutter bar setting /disconnecting, carrying chain-link for connection and disconnection of chain, cutting the obstructing rail/ pegs, removing obstructed boulders, changing of wear plate, cutter chain and other items of the machine etc. complete as directed by machine in-charge.
  - 2) For DUO: Fixing and removing of tamping tools and carrying dropped tools back to the machine, changing of machine part etc. Complete as directed by machine in charge.
  - 3) For DGS/BRM: Changing of machine parts etc. complete as directed by machine in-change.

### **Special Conditions for Schedule B –**

The items and quantity listed in the Schedule of rates are to be provided by the Contractor at the start of contract or as per requirement and if any repairs/replacement is necessary during the currency of contract, it is to be carried out by the Contractor free of cost. However, after expiry of the contract, these items shall be Railway's property and Contractor shall have no claim. These special conditions for this schedule will vary from machine to machine and will be kept in tender document by zonal railways.

**Note:** The above items of Schedule-B when fitted on the machine must not damage the machine, in such case the same has to be made good by the Contractor at his own cost. However, if Railway incurs any loss for

repairs/replacement due to work done by the Contractor on the machine, the same would be fully recovered from Contractor's bill. Decision of Dy.CE/TMC (\_\_\_\_\_) will be final in this regard.

**42.** All maintenance schedules such as Daily, 50 hrs, 100 hrs, 200 hrs, 500 hrs, 1000 hrs & 2000 hrs (IOH) will be done by Contractor as prescribed in IRTMM-2019 (updated upto latest correction slip if any) at site or at nearest DMC/ZMC. During IOH, Contractor manpower should work as instructed by ZMC/DMC in-charge to complete the IOH as per schedule. Necessary testing facilities shall be provided by Rly. at ZMC/DMC. During the maintenance of machine in DMC/ZMC, Transportation, Lodging and Boarding of Contractor's manpower shall be provided by Contractor.

**43.** Necessary help and infrastructural facility such as Tools, Plants, Hoists, Gas cutting equipment, welding equipment etc. shall be provided by Railway at free of cost at ZMC/DMC for carrying out 1000 hrs and 2000 hrs schedule maintenance.

**44.** Electricity and water used for maintenance of machine at ZMC/DMC will be supplied by Railway at free of charge.

**45.** No Railway pass shall be issued to Contractor's manpower for any movement in train service.

**46.** No extra payment shall be made for replaced spare, if supplied spare fails or become defective under warranty period.

**47.** Repairs of Engine and Electronics items shall be the responsibility of Railway but small repair/maintenance will be done by Contractor. If possible, calibration of machine and troubleshooting shall be carried out by Contractor's manpower with the assistance of Railway manpower. Contractor's manpower / supervisor should inform machine in-charge in advance regarding requirement of Service Engineer to Railway. However, Machine in-charge of Railway shall decide to call OEM's Service Engineer through existing AMCs as per requirement. Material, if any required for repair shall be made available by the Railway.

**48.** Spares not included in the contract schedules and Consumables i.e. Fuel (HSD oil), Lub oil, Grease, Filters, etc shall be provided by Railway on site/nearest station to stabling site of machine.

**49.** Contractor is fully responsible for good health and quality output of the machines.

**50.** In case of failure of machine due to spare part supplied by the Contractor against Schedule-B, resulting in idling/ failure of machine or damage to Railway's, a penalty as assessed by SSE/ZMC/(\_\_\_\_\_) duly approved by Dy. CE(TMC) (\_\_\_\_\_) shall be imposed on the Contractor. In case of any dispute regarding the estimation of damages, Contractor can

appeal to CE/TMC/(\_\_\_\_\_) and the decision of CE/TMC/(\_\_\_\_\_) shall be final and binding to the Contractor in this regard

**51.** CE/TMC/(\_\_\_\_\_)’s decision will be final and binding to in case of any dispute between Railway and Contractor.

**52.** The Contractor shall submit proof of the following in connection with the court, labour law and inter-alia (Authority Railway Board’s letter no.1 2015 /PNM/AIRF/) dated 20.10.2015.

(i) The payment to the contract laborers should be made through Bank/Cheque.

(ii) Identity card should be issued to all contract workers.

(iii) Necessary steps should be taken to deduct provident fund from the payment made to the contract labour and ensure that the same is credited to their provident fund account.

(iv) Medical facilities from ESI, if applicable.

**53. Basic requirement of the Contractor’s personnel Operator/Technicians/Helper:**

(i) The personnel to be deployed as skilled fitter should have passed minimum qualification as given at Para 5.2 of the Special Conditions. Necessary Self attested certificate shall be submitted by the Contractor to the Railway’s. However, the personnel who are found to be qualified and suitable in the scrutiny by representative of Dy.CE/TMC/(\_\_\_\_\_) shall be allowed to work.

(ii) Age should be more than 18 years and less than 58 years as on date of commencement of work. (The age limit is relaxed in case the Contractor engaged a retired Railway Employee who has worked in any capacity as SSE or JE or Sr. Technician or Technician Gr.I, Gr.II or Gr.III on track machines, subject to maximum age limit of 65 years)

(iii) Service provider’s operators shall be fit in A-3 Medical category (Para 703 of IRTMM-2019) at all times during the currency of the contract. Technicians and Helpers shall be fit in A-3 medical category at all times during the currency of the contract. The classification of A-3 will be as per rules of Indian Railway’s. Service provider’s manpower will be required to undertake Periodical Medical Examination (PME) as per provisions of Indian Railway Track Machine Manual and G&SR from a Government recognized hospital/Railway Hospital.

(iv) Training to Contractor’s manpower regarding Operation, Maintenance and Safety of Railway’s Track Machine: Contractor has to deploy only trained manpower on machines. The manpower must possess training certificate from the OEM or from IRTMTC/PRYJ or from Railway’s. Training schedule and syllabus will be decided by Dy. CE TMC (\_\_\_\_\_). At least 30 days training

should be provided to Assistant Operators and 15 days training should be given to Technicians and Khalasi / helper. If, training is provided by Railway then Contractor's manpower should be deputed for 07 days training at CPOH (\_\_\_\_\_/ ZMC (\_\_\_\_\_) and for remaining period on the machines as decided by Dy. CE TMC (\_\_\_\_\_). Training charges shall be Rs. 25,000 for operator and Rs. 15,000 for Technicians and Khalasi/ helpers to be paid by Contractor.

- (v) Spoken /written knowledge of Hindi/English is desired.
- (vi) Should not have criminal background. Police verification in this regard to be submitted by the Contractor before deputing on work.
- (vii) The Contractor shall be solely responsible for the conduct of the personnel deputed by him for the work.
- (viii) The Contractor's personnel deputed for duty should not consume alcohol /intoxicating drugs etc during work.
- (ix) The Contractor personnel should not carry any unauthorized / dangerous/explosive in the complex.
- (x) Record of training and PME will be kept by linking it with AADHAR number of service provider's manpower.

**54.** (i) The Contractor shall submit a list of suitable persons to be deployed for the subject work with the following details:

- (1) Full name of person
- (2) Residential/ permanent address with telephone No if any
- (3) Photograph
- (4) Date of birth
- (5) Qualification
- (6) Medical fitness certificate
- (7) Any identity proofs

Note: - Any changes in the list shall be done with prior approval of Railway authority i.e. Dy.CE/TMC/(\_\_\_\_\_) or any person authorized by Dy.CE/TMC/(.....) to do so.

The Railway's Engineer / in-charge reserve the right to ask the Contractor to remove any Contractor's personnel from duty without assigning any reason whatsoever. The decision of Railway's Engineer/ in-charge shall be final and binding to the Contractor.

(ii) For maintaining attendance of the manpower, service provider will provide biometric attendance system on machines & shall endeavor to keep it in working condition all the time. No extra payment shall be admissible on this account. If biometric attendance system is not available/temporarily out of order, attendance sheet will be jointly signed by authorized representative of Service provider & Railway. This attendance sheet will be kept in record.



Nonfunctional Bio-metric attendance system should be an exception & not the rule.

**55. ISSUE OF IDENTITY CARDS BY CONTRACTOR:**

**55.1** The Contractor should issue identity card to each and every person employed by him and deployed for execution of the subject contract work as per format decided by Dy.CE/TMC/(\_\_\_\_\_) or any person authorized by Dy.CE/TMC/(.....) to do so. Failure on the part of Contractor to issue identity cards to their employees will be treated as breach of contract condition.

**55.2** This I-Card shall be endorsed by SSE/TMC or Machine in-charge for authenticity but this I-card shall not be used as an authority to travel in train service. However, this identity card is valid for travel in track machine during working / shifting and staying in camping coach and Railway premises.

**55.3** It is mandatory on the part of every person deployed by the Contractor's to keep in the possession the identity card issued by the Contractor through the execution of the work. Failure to possess such identity card will be treated as unauthorized presence in the Railway premises.

**55.4** In case any manpower will be withdrawn from the machine working then identity card has to be deposited to the concerned SSE TMC.

**55.5** It is mandatory for the Contractor, to submit the list of the person issued with the identity cards and deployed for execution of the contract to the Railway's Engineer at site before commencement of the work and also for any subsequent change made during the execution of the work.

**55.6** No claims, whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.

**56.** This contract is for operation and maintenance of Track Machines for a period of -- years in (\_\_\_\_\_) Railway. Track Machines work on site including remote locations. The contractor manpower will be deployed on these track machines for operation and maintenance along with Railway manpower and may have to stay on site in Camping Coaches attached to track machines. Some of the outsourced manpower can also be deployed to work in ZMC/(\_\_\_\_\_) as per requirement with approval of Dy. CE/TMC/(\_\_\_\_\_).

**57. IMPLEMENTATION OF LABOUR LAWS:**

The contractor should obtain license under contract labour (regulation and abolition act for 20 or more worker and under BOCW Act for less than 20 workers. Payment for the works executed shall be done only on submission of requisite labour license from Asst. labour commissioner of circle.

## **58. PROVISION OF PAYMENT OF WAGES ACT & CONTRACT LABOUR (REGULATION & ABOLITION ACT)**

(1) The Contractor shall comply with the provision of payment of Wages Act-1936 and the rule made there under in respect to all employees directly or through petty Contractor, sub Contractor employed by him in the works and the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules,1971 as modified from time to time, wherever applicable and shall also indemnify the Railway's form and against any claim under the aforesaid Acts and Rules.

(2) The Contractor shall obtain valid license under the aforesaid Act as modified from time to time before the commencement of work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

(3) The Contractor shall pay to labour employed by him directly or through sub- Contractor the wages as per provisions of the aforesaid ACT and the Rules wherever applicable. The Contractor shall not withstand the provision of the contract to the work including any engaged by his sub- Contractor's in connection with the said work, as if the labour had been immediately employed by him.

(4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules and Wherever applicable.

(5) In every case in which by virtue of the provision of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workmen employed by the Contractor of his sub- Contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules and Railway will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway's under section 20 Sub – section (2) and section 21 Sub-section (4) of aforesaid Act the Railway's shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and /or from any sum due by the Railway to the Contractor whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under sub-section (1) of section 20 and Sub-section (4) of section 21 of the aforesaid Act except on the written request of the

Contractor and upon his giving to the Railway full security for all cost for which the Railway might become liable in contesting such claim.

The decision of the Railway regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

(6) If the Contractor is a co-operative labour contract, society / Vendor co-operative Society, there shall be no element of Contractor or ex-Contractor in that society in any capacity nor there will be any close relative of the Contractor or ex-Contractor associating with the society as an office bearer. The Railway administration reserves the right to terminate the contract of the society at any time without any reason after giving notice of calendar month, in case of breach of the above clause.

(7) Labour employed shall be paid minimum wages as notified by the Central / State Government under the minimum wages Act 1948 or latest and also shall be secured under social security schemes of the ministry of Labour and Employment as per the relevant provision of the respective acts/ rules.

(8) The Contractor should pay the wages to workers/ persons engaged for the sub tendered work through banks only.

(9) The Contractor should submit a copy of the wage sheet of the workers engaged for the subject work.

(10) Child labour, whose age is below 18 years, shall not be engaged in the subject contract work.

**59. SAFETY MEASURES:** The Contractor shall remain fully responsible for ensuring safety of his manpower and equipment. In case of any accident, shall bear full cost of all damages to the equipments and men and also all damages direct or indirect to Railway and its passengers and for detention of trains.

**60. GSTAct-2017:**

a) All the bidders / tenders ensure that they are GST compliant and their tax structure/rates are as per GST Law.

b) In case the successful tenderer is not able to be registered under CGST/IGST/UTGST/SGST Act, The Railway shall deduct the applicable GST from his/ their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.

**61. Deduction of income tax:** The Railway will deduct 2% of income tax on the taxable amount of each bill while making payment to the Contractor. The settlement of income tax should be made with the income tax authority.

**62. Consignee:** SSE(ZMC)(\_\_\_\_\_) or respective SSE/TMC as appointed by Dy.CE(TMC)(\_\_\_\_\_).

**63.** Contractor must depute one Supervisor in each Division where manpower is deputed to coordinate with the SSE / in-charge of the Division in

regards to deployment of the manpower on the machine and making good any shortfall / absence of manpower in the machine within reasonable time period.

**64.** One pick up van 4 wheeler in good condition with proper road permit and insurance for transporting men and material required for day to day working will be provided by Contractor during Operation & Maintenance period for use by manpower deployed on machine without any extra payment. Pick Up vehicle provided should have capacity for 04 persons (excluding driver) and 2.5 ton material carrying capacity. Railway will not pay anything for driver & fuel. Also, all the repair and maintenance cost, toll taxes & any hidden charges/taxes should be borne Contractor upto completion of contract. This vehicle should be provided from the commencement of contract and if Contractor fails to provide the vehicle within 7 days from start of working, a penalty of Rs.50,000/- per month will be imposed till the vehicle is provided. However, if the vehicle is taken for maintenance, proper permission is to be taken from machine in-charge whose decision will be final.

**65.** Tender shall be governed as per the GCC April 2022 with upto date correction slips.

**66. Termination: Termination on Contractor account**

In case of termination of contract on Contractor Account no compensation, payments will be made, except payments for works already done conforming to contract agreement. In case of termination on Contractor account, PBG will also be forfeited in terms of contract agreement.

In case of persistent Force-Majeure conditions, contract may be short closed with the consent of both parties and without financial liabilities on either side. In such cases, no compensation payments will be made, due payments for works already done conforming to the contract agreement will be cleared and available PG will be released.

In case of termination on Contractor Account/short closure in case of persistent Force-Majeure conditions, the Contractor will remove all his establishment, materials, offices from Railway premises, within 30 days, after which penalty@ Penalty @ Rs.10000/per day/ location will be levied. In case the premises are not vacated within 90 days Railway shall have the right to take custody of all properties and equipment and dispose it as it deems fit.

### **Compensation in case of Short closure of contract on Railway Account:**

In case, Railway doesn't want to continue the contract due to no scope, due to paucity of funds, or due to other reasons not attributable to Contractor (except Force Majeure conditions), the contract may be short closed by giving notice of one month to the Contractor. In case of short closure of contract by Railway in above circumstance, Contractor will be entitled for following compensation after handing over machine to Railway:

- a) All works 'done as per contract agreement but not paid' will be paid.
- b) Performance Guarantee available with Railway will be returned.
- c) The cost of spares **purchased** by Contractor for maintenance of machine on production of actual purchase bills and the Spares will become property of Railway.
- d) Rs.1,00,000/- for demobilization of human resources.

## SECTION – 5

### SCHEDULE OF QUANTITIES AND RATES

**Name of work: Operation and Maintenance of (-----) group of Track Machines for a period of (-----) years.**

#### SCHEDULE OF RATES (SOR) & TOTAL PRICE

**Name of Work:-Name of Work: -** Operation & Maintenance of (-----) Machine [number of Machine] including supply of spares (as per requirements) for (-----) Years with in (-----) Railway.

Item No.	Description of Item	Unit	Unit Rate in Rs. (incl. GST/Tax)	Amount in Rs. (incl. GST/Tax)	Remarks
<b>Schedule A</b>					
1	Operation and Maintenance of Railway owned (-----) [Number of MC] including taxes, duties etc. on Broad Gauge Tracks complete	Machine Month	(-----)	(-----)	
TOTAL OF Schedule A				(-----)	
<b>Schedule B</b>					
1	Supply of spares for repair and maintenance of (-----) machine as per latest accepted rates of Zonal Railway including purchase and forwarding to site of machine work using contractor's own resources complete.	Years	-	-	
Total schedule B				(-----)	
TOTAL OF Schedule( A + B )				(-----)	

\* Tenderer should quote % above/below/at par for schedule "A" and at par for schedule "B"(Rate for the schedule B item will be as per the rate referred in the latest approved AMC/supply of Indian Railways).

The cost of spares will be paid as per the 1.05 times the rate referred in the latest approved AMC/supply rates for Spares in Zonal Railway. If any spare part/other required materials are not included in Annexure -A but required for maintenance of machine, contractor have to provide those items for which payment will be made as per latest approved 1.05 times the rates of Zonal Railway. Normally only OEM recommended spare parts are to be used. If any spare part different from OEM recommended spares/ consumables are being used by Indian Railway Track Machine Organizations (TMO), same may be permitted with approval of DyCE/TMC/Line. The payment of spare parts shall be on the basis of Purchase Order/LoA @ 1.05 times the rates corresponding to the part supplied.

1.1\*\* Tenderer should bear the fact in mind while quoting the rates that GST will be paid by Contractor as per prevailing rate as applicable. Documentary evidence of deposition of GST will be produced by contractor.

**END OF DOCUMENT**