भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2012/CE-I/CT/O/20 New Delhi, Dated 10.05.2013

Addressed to :
As per list attached.

Sub : Modification of Clause 26 and introduction of New Clause 26A to IR's General Conditions of Contract (GCC) on the subjects of 'Provision of efficient and competent staff at work sites by the contractor' & 'Deployment of qualified Engineers at work sites by the contractor' and related instructions.

Ref : (i) Railway Board's letter no. 81/W1/CT/16 dated 18.03.1983
(ii) Railway Board's letter no. 2007/CE-I/CT/18 dated 30.06.2009

1. Clause 26 to IR's General Conditions of Contract deals with the provision of "Efficient and competent staff at work sites by the contractor". Railway Board have reviewed the clause and other instructions on the subject of deployment of qualified engineers at work sites by the contractors, as issued vide Railway Board's letter no. 81/W1/CT/16, dated 18.03.83 and no. 2007/CE-I/CT/18, dated 30.06.09.

2. Since long period has passed when the existing limits of penalty for non-deployment of engineers were prescribed, Railway Board, after review and examination of the matter, have approved revised instructions as under in continuation to and in reference to Clause 26 to GCC. Accordingly, it has been decided to re-word Clause 26 on the subject of 'Provision of efficient and competent staff at work sites by the Contractor' and to incorporate new Clause 26A on the subject of 'Deployment of Qualified Engineers at work sites by the Contractor' in IR's GCC, as detailed in Annexure-A.

3. In terms of provisions of new Clause 26A.1 to the General Conditions of Contract (GCC), contractor shall also employ following Qualified Engineers during execution of the allotted work :

(a) One Qualified Graduate Engineer when cost of work to be executed is Rs. 200 lakh and above, and

(b) One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs. 25 lakh, but less than Rs. 200 lakh.

4. Further, in case the contractor fails to employ the Qualified Engineer, as aforesaid in Para 3 above, he, in terms of provisions of Clause 26A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs. 40,000 and Rs. 25,000 for each month or part thereof for the default period for the provisions, as contained in Para 3(a) and 3(b) above respectively.

5. Provision for deployment of Qualified Engineers (Graduate Engineer or Diploma Holder Engineer) shall be for the values as prescribed above. However, for the works contract tenders, if it is considered appropriate by the tender inviting authority, not to have the services of qualified engineer, the same shall be so mentioned in the tender documents by the concerned Executive with the approval of Officer not below the level of SAG Officer, for reasons to be recorded in writing.

6. This issues with the concurrence of the Finance Directorate of the Ministry of Railways.

Please acknowledge receipt.

संलग्नक / उपरोक्तानुसार

10.05.13

(आलोक कुमार)
कार्यकारी निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड

No. 2012/CE-I/CT/O/20 New Delhi, Dated 10.05.2013

Copy forwarded for information to :

1. The FA&CAOs, All Indian Railways.
2. The Deputy Comptroller & Audit General of India (Railways), Room No. 224, Rail Bhawan, New Delhi (with 46 copies).

For Financial Commissioner/Railways

Addendum & Corrigendum Slip (ACS) to Indian Railways

General Conditions of Contract (GCC)

Clause 26 to GCC - Provision Of Efficient And Competent Staff At Work Sites By The Contractor :

26.1 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.

26.2 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.

26.3 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.

Clause 26A to GCC - Deployment Of Qualified Engineers At Work Sites By The Contractor :

26A.1 The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.

26A.2 In case the contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 26A.1.

26A.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' by the tender inviting authority."

LIST "A"

1. General Managers, All Indian Railways & Production Units.
1a. General Manager (Con), N.F. Railway, Guwahati.
2. Principal Chief Engineers, All Indian Railways.
3. Chief Administrative Officers (Con), All Indian Railways. (Except N.F. Railway)
4. Chief Vigilance Officers, All Indian Railways.

Copy to:

(A)

1. CAO/CAO(R), COFMOW, Tilak Bridge, New Delhi-110002.
2. CAO/CAO(R), Diesel Locomotive .Works,Patiala(Punjab).
3. CAO, Rail Coach Factory/Rae bareli Project, Kishanganj, Delhi- 7

(B)

1. Director General, RDSO, Manak Nagar, Lucknow-226011.
2. Principal, Railway Staff College, Vadodara-390004
3. Chief Commissioner of Railway Safety, Ashoka Road, Lucknow-226001.

(C)

1. Director, IRICEN, Rail Path, Pune. Pin-411001 (Maharashtra).
2. Director, IRIEEN, P.B.No.-233, Nasik Road-422101 (Maharashtra).
3. Director, IRISET, Taa Naka Road, Lalla Guda , Secunderabad-500017
4. Director, IRIMEE, Jamalpur Distt., Jamalpur - 811214. (Bihar)
5. Director, IRITM, Saraswati Residential Estate, IRITM Campus, Manak Nagar Lucknow.

(D)

1. MD, DMRC, Metro Bhawan, 13, Fire Bridge Lane, Barakhamba Road, New Delhi-110 001,
2. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076.
3. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
4. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon, Haryana-122001
5. MD, RVNL, August Kranti Bhawan,Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi-110066
6. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
7. MD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001.
8. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
9. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
10. RCF, Rae Bareilly, Kishan Ganj, Delhi.
11. CME, IROFAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
12. CAO, Indian Railways (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar.

(E)

1. General Secretary, IRCA, DRM Office, New Delhi.
2. General Secretary, AIRF, Rail Bhawan, New Delhi.
3. General Secretary, NFIR, Rail Bhawan, New Delhi.
4. General Secretary, IRPOF, Rail Bhawan, New Delhi.
5. General Secretary, FROA, Rail Bhawan, New Delhi.
6. General Secretary, AIRPA, Rail Bhawan, New Delhi.
7. General Secretary, AISC&STREA, Room no. 7, Rail Bhawan, New Delhi.
8. The Secretary, RBSS, Group (A) Officers Association, Rail Bhawan.
9. The Secretary, RBSS, Group (B) Officers Association, Rail Bhawan.
10. The Secretary, RBMSA, Rail Bhawan.
11. The Secretary, Railway Board , Group (D) Employees Association, Rail Bhawan.

Copy to:

CRB, FC, ME, ML, MS, MM, MT, Secy., AM(CE), AM(WORKS), AM(PLG.) AM(STAFF), AM(Mech.), AM(Elec.), AM(PU), AM(Tele), AM(Sig.), AM(Traffic), AM(F), AM(B), Adv.(Projects), Adv.(L&A), Adv.(Vig.), Adv(Rates), AM(Stores), AM(IT), AM(T&C), AM(Comml.) DG(RHS), DG(RPF), EDTK(M), EDTK(MC), EDTK(P), EDW(Plg.), EDME(Track), EDCE(B&S), EDCE(RC&F), EDF(X)-I, EDF(X)II, DF(X)-II, ED(W), EDCE(P), ED(PROJECT), ED(L&A)-I, ED(L&A)-II, EDVE, ED/DM, ED(Safety), ED(Sig.), ED(Tele), EDRS(G), ED(E&R)EDEE(Dev.), EDEE(G), EDEE(RS), EDRE(P), EDRE(S&T), EDE, EDE(N), EDE(Res.), EDFE, EDPC, ED(Accounts), ED(T&MPP), EDE(GC), EDME(CHG), EDME(F), EDME(Dev.),EDME(W), ED(Plg.), ED(CHG), EDRS(P), EDRS(S), EDF(S), ED(FC), EDPM, EDPG, EDTC(R), EDTT(F), EDTT(M), EDTT(S), EDV(S), EDV(T), DCE(B&S), DCE(P), Dir(L&A), JS(Conf.), JS(G), JS(P), LA, Eco.(Adv.) F(X)I, II, Vig.III, Vig.(Conf.), L&A, Track I & II, Telecom, Signal, RS(G), & Electrical Branches of Rly. Board.