

**SPECIAL CONDITIONS OF CONTRACT**  
**FOR MOVEMENT OF VEHICLES NEAR RAILWAY TRACK**  
**(SAFETY PRECAUTIONS)**

1. No lorry or road vehicles shall be operated so as to affect the safety of trains. They should be allowed to work well outside the moving dimensions. At each of the locations where road vehicles, machinery are working, an authorized responsible Railway official will be posted as in-charge to ensure that road vehicles and machinery do not infringe the scheduled moving dimensions, any time and protect the track in case of emergency. To facilitate the driver to whistle, a whistle board will have to be provided at the appropriate place.
2. All vulnerable locations where construction activity is in progress adjacent to existing Railway lines, should be cordoned off with proper barricades. The most vulnerable locations shall be barricaded with rail barricades projecting at least 1m above ground. At all other locations barricades of not less than 1.5m height, consisting of bamboo/casuarinas poles and supported horizontally by similar bamboo/casuarinas poles should be provided.
3. All the barricades are to be painted or stuck on with luminous paint strips at suitable intervals on the barricades.
4. The entry to new banks which run alongside the existing track should be protected by barriers which can be closed and opened whenever necessary.
5. At locations which are not vulnerable, provision of barricade can also be with
  - i) 0.6 m and 0.3 m deep trenches or
  - ii) Stones of minimum size 30cm x 15cm at 1m intervals and projecting 0.3m above ground level and painted white.Trenches should be allowed only in those locations where they do not lead to subsidence to Railway track as may be assessed by the Section Engineer / P.Way.
6. Barriers shall also be provided in the case of double lines, particularly at the existing level crossings where there is every possibility of road vehicles entering finished formation. These barriers are to be opened only for the movement of Railway contractors authorized vehicles or other Railway vehicles.
7. Road vehicles employed by the contractor should have the certificate for the road worthiness and each vehicle numbered and the licence particulars maintained. Contractors should ensure that the drivers permitted by them to work such road vehicles are identified, counseled, certified and are provided with photo identity cards.
8. Wherever the work requires the movement of the road vehicles within a distance of 3.5m to 6.0 m from the centre line of the nearest track, such work shall be done only in the presence of Railway employees authorized by the engineer in-charge. No part of road vehicles will be allowed at less than 3.5 m from track centre. Cost of such Railway employees shall be borne by the Railways.
9. No movement of road vehicle within 6m of Railway track shall be permitted unless the driver of the vehicle is assisted by a helper with a whistle who shall guide him to ensure safety.
10. The driver of the vehicles shall always face the track when reversing the vehicles and wherever can not face the track for what ever reason. He shall invariably be assisted by a helper with a whistle that should guide him and ensure safety.

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11. All work sites shall be supervised by the contractor's representative as also a representative of the Railway organization, whenever work of plying road vehicle within 6.0 m zone is actually in progress, look-out men should invariably be available. Look men will have to be provided by the contractor from out of the list of persons who are authorized to carry out these duties. Authorization will be issued to the individual by the representative of the Engineer in-charge. One supervisor who shall be permanent staff (Gang man) loaned to JE/W/CN from the respective gangs in whose beat the work is in progress (to be spared by the respective P.Way Engineer / Open line) will monitor the availability and alertness of the look out men. In case of non availability of look out men the Railway supervisor shall stop further activities for plying of road vehicles. Even if no work is executed the night look out men shall patrol the beat as identified by the representative of the construction organization to ensure the safety of running trains especially from any infringement.
12. The supervisor mentioned in para.11 above should be trained in protection rules and supplied with minimum equipment required for protecting the track. Such staff should also be provided with basic communication facility (a walkie-talkie with communication facility to the nearest station master or adjacent site) so as to communicate to the nearest station in case of emergency/un-usual occurrence. Till it is made available the supervisor shall use the nearest LC gate telephone or other means of communication to relate the incident most speedily.
13. Working along side the track during the night hours is normally prohibited. Such work can be done in the night only with the written permission of the Engineer in-charge of the construction activity. Where night work is permitted, lighting of the work as required should be done.
14. The contractor shall be fully responsible against loss or damage arising from working of lorries and other machinery adjacent to the running track and making the contractor solely responsible for any loss or damage which the Railway or the contractor or any third party may suffer.
15. The contractor shall be fully responsible for ensuring safety at all times and shall bear the cost of all damages in case of accidents/unusual occurrences resulting in damages to Railway property and its passengers.
16. Supervisors and operators of the work executive agencies working at or near Railway track should undergo specified training on matters relating to safe working along and on the track, Salient features of observing moving dimensions and clearances which may be imparted to such supervisors at Zonal / Divisional training schools and the cost of such training as advised by the Railway shall be borne by the contractors with an expected duration of the course of about three days so as to ensure that they get acquainted with safety precautions that are required to be taken while executing works which have bearing on the safety of the running trains.

**Special Conditions for House keeping, Covering and Site clearance of work sites:**

1. In addition to and without prejudice to what is provided in the clause No.40(2) of the Railway's General conditions of Contract, the contractor shall ensure proper housekeeping and covering of all works, goods, materials, equipments etc., at work sites without any inconvenience or difficulty or danger to the Railway users/staff and train services. He shall clear the work sites duly removing all the debris, surplus/released/scrap materials, equipments and machinery etc completely and properly as directed by and to the satisfaction of the Engineer-in-charge and hand over the site in clear condition duly handing over the Railway material completely after each stage or on entire commissioning of the work as required by the Railway.
2. For failure to do the above, within fifteen (15) days of receipt of notice thereof from the Engineer-in-charge, without prejudice to the other remedies available to the Railway under the contract, payment of the on-account bill shall be restricted to ninety percent (90%) of the bill amount and the balance payment shall not be payable till such time the site is covered/cleared/returned/handed over to the Railway and a certificate to that effect is issued by the Engineer-in-charge. The decision of the Engineer-in-charge is final in this regard and the Contractor is not eligible for any compensation and shall make no claims whatsoever.”

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**Scope of work**

The work involves, Collection and supply of machine crushed track ballast at specified ballast depot and training out at specified location by Railway's BG BKH/open wagons under line block and connected works etc., complete with all contractor's men, materials, tools etc., complete as per schedule, special conditions, Railway's drawings and specifications. The work shall be carried out with respect to relevant Railway manuals and codes.

**Special conditions for digging work and Progress of work.**

1. The contractor shall strictly follow the 'Guidelines for protection of cables while doing works related to earth work' using JCB/Hitachi/Earth work excavator, for undertaking digging work in the vicinity of underground signaling, electrical and telecommunication cables. If any damages to cable, the penalty will be imposed as per Railway Board Letter No.2021/Tele/5(2)/3-part(1) (3425647) dt.12.06.2023 which is attached as 'JPO for digging work' under 'DOCUMENTS' tab.
2. The tenderer/contractor are advised to chalk out a program of work to complete the work within the completion period mentioned in the schedule (Guaranteed progress of work per week/per month) and submit the same along with the tender.
3. Police verification of Labour employed by contractor: The contractor is required to submit Police verification certificates for all the contractual staffs that she/ he will be engaging in the works for execution as per the format attached under 'DOCUMENTS' tab. (Ref : Sr.DSC/RPF/TPJ letter No. SXC/Misc/9/PC/2024 dt.22.04.2024)
4. The height of the ballast stack must be measured precisely using a levelling instrument. The use of measuring tapes for determining height of the stack should not be permitted. All readings (Both Initial level and Final level) shall be recorded in the Level Book, and the completed Level Book shall be submitted along with the bills.
5. Maintenance period: The Maintenance period shall be Three month from date of completion of work.

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**SPECIAL CONDITIONS FOR TRACK WORKS**

**1. General:** The contract shall be governed by the Southern Railway's General conditions of contract, Indian Railways Permanent way Manual, Indian Railway Track Manual, Schedule of Dimensions and the Standards specifications for track works with their latest correction slips. In case of contradictions, the clauses under these special conditions shall prevail.

**2. Inspection:** The Tenderer in his own interest can visit the site of work with the concerned SE(P.way)/ADEN or with their authorized representative after fixing up an appointment with them in advance and ascertain the nature and quantum of work, site conditions, availability of block, availability of approach road, availability of labour, water, electricity, land for labour camps, etc.,

**3. Traffic blocks:** Traffic blocks as required to carryout track works will be arranged by the Railways. Actual availability of traffic block depends on flow of traffic and there may be variations in availability of the block, vis-à-vis planned. Every endeavor will be made to secure adequate line blocks as required for progress of the work. However, in the event of non-availability of such line blocks, the contractor shall not be entitled for any compensation.

**4. Speed Restriction:**

4.1 The required Speed Restrictions at the site of work will be arranged by the Railways. No work on the track shall commence until the required speed restrictions are imposed and necessary Engineering Indicators are erected in position by the Railways.

4.2 After the Speed Restriction is imposed, the contractor shall progress the work in a systematic manner, with in three days from imposition of speed restriction. Long length of track under speed restrictions should be avoided.

4.3 Caution Watchman as necessary during day and night will be arranged by the Railways

4.4 Between imposition of restriction and raising to sectional speed normally a period of three weeks will only be allowed. During this time the contractors should complete all the works such as deep screening, dumping of ballast, packing and consolidation etc.

**5. Arrangement of tools and plant:**

5.1 All tools and plants required for the work shall be arranged by the contractor at his own cost. These include crow bars, shovels, ballast rakes, beaters, keying hammer, screws, spiking hammer, track gauge, level boards, spirit level, cotter splitting tool, cant boards, square, spanners etc.

5.2 In addition, other measuring equipments like track gauge cum level squares, leveling equipment, theodolite, thermometer, scales etc., and small track machines like abrasive rail cutters, rail tensors, welding equipment, profile grinders, weld trimmers, off tracking tampers, rail tensors, distressing rollers etc, shall be arranged by contractor from approved suppliers. These shall be checked and approved by Engineer's representative.

5.3 Dip lorry/rail dolly for trucking out shall be made available by Railways free of hire charges. The labour for working dip lorry shall be made available by contractor.

**6. Safety:**

6.1 All the track works shall be carried out under traffic conditions. The Contractor shall not start any work on the track without the presence of the Railway's supervisor at site. In case the contractor or his representative starts any work in the absence of the supervisor, it shall be treated as unauthorized and illegal tampering with the track and shall be liable for action under the Indian Railways Act.

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6.2. In case any train is detained at the approach of work spot or at station on account of its passage being considered unsafe by Railway's supervisor on account of bad workmanship by the contractor or the track parameters being unsatisfactory for safe passages of trains, or due to the contractor leaving the work unfinished or due to work being delayed by the contractor, the Railway shall be entitled to recover detention charges from contractor's bills or security deposit or any other dues. Detention to trains and charges thereof as determined by the Railway shall be final and binding upon the contractor. Notwithstanding the provisions of clause 62 of General conditions of contract, the Railway reserves the right to terminate the contract with immediate effect if the contractor is found responsible for any breach of rule which affects the safe running of trains without giving any notice to the contractor.

6.3. In the event of any accident at the work spot a departmental enquiry will be held by the Railway and the findings of the departmental enquiry will be binding on the contractor. If it is established the accident occurred wholly or partially due to any act of negligence on the part of the contractor, the contractor shall render himself liable for all the damage including restorations of track and also legal prosecution for loss of life, if involved. If the contractor is held responsible for the accident, the contract is liable to be terminated. Irrespective of the provisions of clause 62 of G.C.C. or otherwise penalty upto an upper limit of 10% of the total cost of the work may be imposed in case any accident occurs due to contractor's negligence as decided by the Railways and Railway's decision shall be final and binding on the contractor.

6.4 The work shall be so carried out without any infringement to running trains. The dip lorry work shall be done under supervision of Railway Supervisor only and under block protection. Dip Lorries shall be secured and padlocked away from the track when not required for work.

6.5. The Railway shall arrange for protection of track(s) by their staff. In addition, the contractor may arrange for 'Look out Man' for protection to warn his workers of any approaching train. No compensation will be paid by Railway in case of injury or death of the contractor's labour and the contractor shall indemnify the Railways of any responsibility in this regard. The Contractor may obtain Group Insurance in respect of his workers.

6.6. The work shall be executed in an approved manner to the entire satisfaction of the Engineer's Representative as given in the modus-operandi and the contractor will be primarily responsible for the safety of traffic that moves on the re-laid track notwithstanding the presence of Railway's supervisory staff at site.

6.7. The operations like preliminary works, dismantling existing track, slewing of preassembled track etc, may be done as directed by the Engineer-in-charge in accordance with the availability of line block and traffic conditions etc. Before allowing the train after line block it is the responsibility of the contractor to keep the re-laid track in fit condition of gauge, cross level and alignment for the safe passage of train.

## **7. Progress of work:**

7.1 The Contractor shall proceed with the work in a systematic manner so as to ensure that the stretch of track under speed restriction and its duration are kept to a minimum. The decision of the Engineer in this respect shall be final and binding. The contractor shall employ adequate number of workers to give consistent and desired progress every day. Whenever line blocks are planned, sufficient labour and tools should be arranged by the contractor to complete the work in the traffic block. The requirement of labour, tools and tackles will be advised to the contractor by Railway's representative in advance.

7.2. Site order books, progress registers, hindrance registers and materials will be maintained at site and entries shall be recorded on day to day basis in the registers and signed jointly by Railway's supervisor and by the contractor or his authorized representative. All details of previous stages of work, imposition and removal of speed restrictions, measurements of track parameters, account of released materials etc. shall be recorded there in.

## **8. Contractor's Supervisory Personnel:**

8.1 At each site of work, the contractor shall employ and post one technical supervisor who should be adequately qualified and well experienced in execution of permanent way works. The name, technical

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qualifications and details of experience of the technical supervisor employed shall be advised to the Engineer. If in the opinion of the Engineer's representative, the Supervisor is not fit to be in-charge of the work, he shall be forthwith replaced; in this matter the decision of the Engineer shall be final and binding on the case. The Contractor's technical supervisor shall be present at the site as all times when the work is being executed.

8.2 No work on the track should be done unless and until the contractor's technical supervisor is present at site.

**9. Non-compliance with the instructions and directives of the Engineer's Representative.**

9.1 The contractor shall always comply with the instructions/ directives issued by the Engineer's representative from time to time. In the event of non-compliance with the instructions/directives, apart from and in addition to other remedies available to the Railways as specified herein, the Engineer's representative may employ at the worksite the required number of workers with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of railway traffic. The decision of the Engineer's representative in regard to the need appropriateness and adequacy of the deployment of the required workers with necessary equipment shall be final and conclusive. The number of workers so deployed by the Railway shall be intimated in writing by the Engineer's representative to the contractor, after such deployment.

9.2 When the required workers with necessary equipment are deployed in the above manner, recovery at the rates/amount as decided by the Railways shall be made from the contractor. The aggregate period of the man hour for the above recoveries shall be reckoned from the time the workers are actually deployed at the worksite till the work is completed of the satisfaction of the Engineer's representative whose decision in this regard shall be final conclusive and binding on the contractor.

9.3 If the contractor does not comply with the instructions/directives of the Engineer's representative, apart from and in addition to the remedies available to the Railway as specified here in above with out prejudice to the Railway's rights in this regard, the Engineer's representative can suspend the contractor's works till the Engineer's representative is satisfied that the contractor has taken necessary steps to comply with the instructions/directives issued by the Engineer's representative.

9.4 The decision of the Engineer's representative in this regard shall be final, conclusive and binding on the contractor. The contractor shall not have any claim whatsoever against the Railway for such suspension of work.

9.5 During such period of suspension of work, the contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt on the part of the contractor shall amount to tampering of the railway track for which the contractor shall be liable for appropriate action under the relevant provisions of the Indian Railway Act.

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**Special Conditions for Supply of track Ballast**

**1. GENERAL**

- 1.1 The supply of machine crushed ballast shall conform to RDSO ‘Specifications for track ballast- IS –RDSO- GE – 0001: 2023’ with correction upto **correction slip No. 1 dt.18.10.2023**
- 1.2 The contractors should submit programme of proposed supply along with the tender indicating the capacity of the machines and output expected. In event of non-submission of the same railway programme of work will be binding.
- 1.3 Breaking of ballast will be carried out in the quarry area by the contractor and not in the railway premises.
- 1.4 Till such time, the ballast is measured and taken over by Railway, its custody shall be the responsibility of the contractor.
- 1.5 The contractor will ensure free access to the premises where ballast stone is being quarried to the Engineer in charge or his representative at all times.

**2. SITE CLEARANCE AND LEVELLING:**

The contractor will be required to develop the site by leveling the ground, making approach roads and drainage arrangements etc. at his own cost. No separate payment whatsoever shall be admissible on this account. Therefore, contractor should satisfy himself about the site conditions before tendering and quote his offer accordingly. *Any service roads etc. required to be made/ repaired will have to be done by the contractor at his own cost and no payment will be made for the same by Railway*

**3. SAMPLES AND QUALITY**

- 3.1 The ballast / stone extracted from the quarry site will be subjected to various tests as laid down in specification at intervals prescribed in the specifications. Ballast not conforming to the specifications shall be rejected.
- 3.2 In case ballast offered for supply by the contractor is rejected, the contractor shall remove the rejected ballast from Railway premises within the time specified by the Engineer. The contractor shall be liable to pay land rent and other dues as per general conditions of contract for the period beyond specified time. In case such removal is delayed by him, the Railway will have the right to dispose of the rejected materials if the contractor does not remove it by the specified date.
- 3.3 Any delay in collection due to rejection of ballast or due to not following of any specification/instructions above shall be totally on contractor’s account.

**4. QUARRY PERMIT:**

The contractor will at his own expense obtain each permit or parwana for quarrying or for any other purposes as may be necessary to enable him to perform the contract. The railway will not under any circumstances be liable to obtain any permit or parwana whatsoever.

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## **5. PAYMENT FOR DUMPING/LOADING**

Payment for dumping, loading/unloading will be based on measured quantity of ballast in stack and no payment will be made until stack is completely removed and loaded. While taking out ballast collected in a stack at the bottom of stack the ballast should be removed using wire claws to avoid mixing of muck/earth with ballast.

## **6. SCHEDULE FOR DUMPING OF BALLAST COLLECTED ALONG SIDE TRACK:**

6.1 Dumping will start only after test check by ADEN/DEN/Sr.DEN and statutory period as required between date of measurements and dumping is over and the permission for the same is granted by DEN/Sr.DEN. But in case of urgency permission may be granted for dumping earlier also and contractor should start dumping as and when instructed by the Engineer in-charge of his representatives.

6.2 In case of deep screening works ballast dumping will be in accordance with progress of deep screening at the discretion of Engineer in charge of his representatives.

6.3 In case of other collection and dumping works as classified by Engineer in charge the quantities billed in any bill should be completely dumped within 30 days from receipt of 'permission for dumping'.

## **7. PROTECTIONS WHILE WORKING IN THE VICINITY OF TRACK:**

7.1 When the work is required to be done along or near the running Railway track, the contractor shall take such steps as are necessary for the safety of the track and labour working at site. He/they will also be required to programme his/their working so as not to interfere with the movement of trains. No extra payments shall be allowed for these protections and also for crossing track(s) if required during the execution of work. It should be ensured that the ballast of the track(s) is not spoiled or mixed with earth.

7.2 In addition to the protections taken by the contractor(s) for the safety of the track and labour, it may be necessary to post flagman in some locations as additional safety measure for which the cost shall be recoverable from the contractor(s). The contractor(s) shall be fully responsible for any damage to or trespass caused by his/their men to any surround structure; railway bears no liability whatsoever on this account.

## **8. CONDITIONS FOR DEPOT COLLECTION**

The contractor shall collect the ballast and stack in different demarcated zones in the depot. Once the loading is in progress in a particular zone, no further collection is permitted in that zone.

8.1 The loading will be done preferably by machine approved by engineer-in-charge. In case electrical overhead equipment exists at the locations of loading; the contractor should design suitable mode of loading. The ramps required for loading the hopper wagons will be provided by the contractor at his cost.

8.2 Loading shall commence immediately after placement of wagons. Once a rake is placed, no power will be available for shunting. The Railway will make arrangements to remove the loaded wagons and place empties for loading. Loading will be done into hoppers or wagons upto the load line marked therein.

## **9. SCHEDULE FOR LOADING/UNLOADING BALLAST FROM DEPOT**

9.1 Loading in wagon will start only after test check by ADEN/DEN/Sr.DEN and statutory period, as required between date of measurements and loading is over and the permission for loading is granted by DEN/Sr.DEN. But in some case the permission for dumping may be granted earlier also and contractor should start loading when instructed by Engineer in charge of his representative.

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9.2 In case of deep screening /track renewal works, ballast loading/unloading will be in accordance with daily progress of work. In other cases quantities billed in any bill should be completely loaded and unloaded within 10 days from receipt of the "Permission for loading/unloading"

9.3. Normally rake of 15 BKH wagons / hoppers will be placed for loading. Wagons may not be placed in one lot. It may be split in to two or three lots and placed depending upon the availability of hoppers / wagons and siding. The contractor has to make necessary arrangements such as loading ramps, elevated hoppers and elevated platform suitable for loading ballast into hoppers/wagons placed at the siding. The contractor will have to load the complete rake of 15 BKH hoppers in the day / night payable within 15 hours after the rakes are placed in the siding, which demurrage charge will be levied for each wagon / hoppers not loaded in the rake as per the rules which will be in force.

9.4 The holidays during which no loading will be done by the contractor in the siding should be listed in a separate annexure to the tender. However, it will be the responsibility of the contractor to notify in advance actual of holidays to be availed to the Asst. Divisional Engineer concerned in which no loading will be done. The contractor will be responsible to make good the deficiency so accrued by making extra trips on other working days.

9.5 For any delay in arranging wagons or power for training out ballast, after grant of permission for loading, contractor will not be entitled for any compensation. But for any delay after granting permission of loading (in addition to normal transit or turn found time) extra time will be granted to contractor for collection of ballast, if capacity of depot has been fully exhausted by the ballast already collected.

## **10. UNLOADING AND SPREADING BALLAST**

Adequate number of staff shall be provided by the contractor for unloading ballast and spreading the same into the track without any accumulation as per LWR profile.

## **11. LIGHTING ARRANGEMENTS**

Necessary lighting arrangements while working in the night shall be arranged by the contractor.

12. The contractor shall arrange communication facilities at site of work to enable the supervisors to contact the contractor and Divisional officer regarding progress of work. The cost of equipments, connections, rent, usage and other charges prescribed by the service provider shall be borne by the contractor for the period of the agreement is in validity.

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