

**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 with in 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.

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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**Annexure – “C”**

**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 format for various registers to be maintained in all work spots is attached as ‘Registers at worksite’ under 'DOCUMENTS' tab.
3. 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.
4. 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)
5. Maintenance period : The Maintenance period shall be **Six months or One monsoon whichever is later** from date of completion of work.

**Special conditions of contract for Hiring of earth movers**

1. The hiring of earth moving/dozing machinery will be for the entire contract period as per agreement. Sundays will normally be holidays. In case of emergency, the earth moving/dozing machinery has to be made available even on Sundays. The earth moving/dozing machinery is required for a maximum period of 12 hours in a day.
2. The movement of earth moving/dozing machinery will be reckoned from the office of concerned Section Engineer.
3. The tenderer/contractor should maintain logbook in which he has to make daily entries. (i.e., starting location, starting kilometre reading, starting time, ending location, ending kilometre reading and ending time for every day) and ensure that both the driver and the concerned Section Engineer have signed against the particular day in the log book.
4. The tenderer/contractor should arrange cost of fuel, salary of driver including all charges such as Bata, traveling allowance, over time allowance, waiting charges, maintenance, insurance etc.
5. The fuel charges, lubricating oil or any other consumables will also have to be borne by the tenderer/contractor.
6. The earth moving/dozing machinery provided should be neat, clean and in good working condition.
7. The earth moving/dozing machinery provided should be road worthy and the certificate issued by road authorities should be shown to Railway authorities as and when demanded.
8. It is mandatory for the earth moving/dozing machinery to have valid environment clearance certificate for smoke emission and the year of manufacture of earth moving/dozing machinery should not earlier than THREE YEARS from the date of LOA .
9. The earth moving/dozing machinery will exclusively be kept at the disposal of the Engineer-in-charge of the work and will be used according to their discretion during the period of hire. All repairs will have to be borne by the tenderer/contractor.
10. In case of any failure of the earth moving/dozing machinery immediately alternative arrangement has to be made or replacing the same with similar earth moving/dozing machinery.
11. In case, earth moving/dozing machinery is not provided when ordered for the day, a penalty amount equal to 1.50 times the accepted rate for the item will be deducted.
12. In case, a earth moving/dozing machinery fails in a particular day, a penalty equal to the accepted rate for the item will be deducted from the bill. The Railway does not take any responsibility in respect of any compensation/claim of any charges on account of any accidents involving the earth moving/dozing machinery on hire.
13. If the Railway does not require the earth moving/dozing machinery, notice will be given three days in advance to stop the earth moving/dozing machinery.
14. The driver should have valid heavy earth moving/dozing machinery driving licence along with photo identity.

15. As far as possible same driver may be arranged for the entire period of contract. In case of change of any driver, the same may be notified to Engineer in charge well in advance.
16. The driver must be neatly dressed and in uniform and should not consume drugs/alcoholic drinks while on duty and should be polite in behaviour.
17. The driver of the earth moving/dozing machinery should be provided with adequate cash by the tenderer/contractor to carryout any minor repairs of any emergent nature so that user's time is not wasted on account of such repairs.
18. The Railway does not take any responsibility for providing accommodation to the driver.
19. The tenderer/contractor will be responsible for the safety, medical care and other facilities of the driver who should be fully licensed to operate the earth moving/dozing machinery under hire.
20. During the weekly/periodical rest for the driver, alternative relief driver should be made available before the original driver leaves the earth moving/dozing machinery.
21. The safety of the earth moving/dozing machinery movement rest with the responsibility of the tenderer/ contractor.
22. In case of any accidents/violation of rules, the Railway shall not have any responsibility.
23. Wear and tear of contractor's vehicles and equipments including breakdown to transport vehicles if any will have to be meet with contractor's cost only. Any damages to structures, life, persons etc., arising out of accidents / and by any other occurrences will have to be made good by the Tenderer/Contractor at his own cost without claiming any extra cost from Railway
24. Payment will be made as per actual work done under each item of schedule at the accepted rates and conditions on completion of work.

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Special conditions for **Transportation of permanent way materials including PSC sleepers**

1. The Contractor will have to make his own transport arrangements including fuel, crew, labour for collection, loading and unloading of the permanent way materials including PSC sleepers and fittings from various locations. All tools and tackles required for the work shall be arranged by the contractor.
2. Wear and tear of contractor's vehicles and equipments including breakdown to transport vehicles if any will have to be met with contractor's cost only. Any damages to structures, life, persons etc., arising out of accidents / and by any other occurrences will have to be made good by the Tenderer/Contractor at his own cost without claiming any extra cost from Railway.
3. The Contractor shall take special care while moving the permanent way materials including PSC sleepers and fittings from the cess /alongside the track and take necessary precautions to prevent accidents.
4. The Engineer's representative nominated for this work will furnish the weight of permanent way materials during actual execution of the work, the decision of whom regarding the weight will be firm and binding on the contractor.
5. The Railway will make necessary arrangements for obtaining permission Railway Security Branch for moving Railway materials to and from the work spot by the contractor.
6. Necessary trip sheets/gate pass for each lorry load of Railway materials will be issued by the Railway' representative nominated for this work.
7. Unloading and stacking of permanent way materials including PSC sleepers and fittings at nominated locations should be done without infringing the Track movement.
8. While handling PSC sleepers care should be taken that there is no breakage or damage to edges or ends.
9. In case of loss/damage of any materials during transit/handling, the cost of such loss/damages will be recovered from the contractor.
10. Contractor will be responsible for the safety of the staff employed by him for the loading/unloading and transportation.

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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 carry out 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.

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 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.

10. The ballast section shall be dressed neatly as directed by the Engineer's representative to be of proper height and width with correct side sleeper.

**11. SPECIFICATION FOR FINISHED WORK:** The track parameters of finished work shall conform to the specifications laid down in the IRPWM.

11.1 Ballast Section: The ballast section shall be uniform in the height width and side slopes brought to standard section as directed by the Engineer's representative with the quantity of ballast made available at site. No ballast shall be left on the cess, side slopes of bank or near toe of bank.

11.2 Site Clearance: On completion of the work all the released materials, pegs, sheds etc. shall be removed from the site.

**Special conditions of contract**  
**On**  
**DESCRIPTION OF VARIOUS WORKS TO BE DONE**  
**FOR THE WELDING OF RAIL JOINTS.**

The work of welding of rail joints should be done strictly in conformity with procedure given in 'Manual for fusion welding of rails by the Alumino-thermic process, 1998' as amended from time to time.

- i. Removal /Loosening of fish plates and bolts, steel keys, pulling the rails to the required extent to provide adequate gap of 20 to 25 mm for welding, refixing the removed/ loosened keys, fish plates and bolts under protection of track (line block).
- ii. Respacing the required number of sleepers on either side of the joint to be welded and lifting the rail ends to the extent prescribed and as directed by the Engineer in charge to correct alignment and level and providing wooden blocks/packings underneath the rail where necessary.
- iii. Scraping and cleaning the rail ends to remove dust and rust with approved wire brushes with all contractor's cleaning materials and tools.
- iv. Making welding moulds with Railway's mould box for the specified rail section, moulding sand, patterns and other accessories supplied by Railway to the satisfaction of the site in charge official.
- v. Conveying the moulds as made above, from the place of moulding to the place of welding, fixing the moulds in the rail joints and luting all round the mould with wet luting sand leaving no gaps or holes taking care that the luting remains intact till the welding is completed.
- vi. Preheating the rail ends with contractor's petrol and using pressure tanks, vapouriser etc supplied by Railway to the extent and temperature specified by the site in charge duly inflating the tank to maintain the required pressure and shifting the tanks, vapouriser and other accessories from joint to joint as the work progresses. Only pressure tank, vaporizers and other non consumables will be supplied by Railways. Petrol will be supplied by contractor at his cost.
- vii. Fixing railway's special crucibles and stand near the joint to be welded charging the crucibles with Railway's portion and igniting the charge and tapping into the mould as per the direction of site in charge with all contractor's labour and leading the same from joint to joint as the work advances.
- viii. Removing the crucibles after tapping the portion, removing the mould after allowing the molten steel to become sufficiently hard and chipping off in the time prescribed the excess materials and filling the top tables as directed with all contractor's labour as per direction of the site in charge duly ensuring safe and timely passage of trains after the execution of work.
- ix. Respacing the sleepers after completing the welding work and rectifying any minor alignment or surface defects thereof. All permanent way tools will be supplied by the Railway free of charge.
- x. Stenciling the month and year, firms insignia, number of joint etc, and where necessary as directed by the site in charge as given in Para 5.6 of Manual for fusion welding of rails by Alumino Thermit process 1998 corrected upto date.
- xi. Filing the welded joints to the required tolerance is to be done as prescribed by the in charge of P.way section with contractor's hand files and labour.
- xii. Keeping custody of the various equipments and tools supplied by the railway by deputing necessary watchmen at site of work.
- xiii. Maintaining approved First aid equipment at site of work to be provided by the contractor.
- xiv. Painting the newly welded weld collar as per painting scheme specified in terms of contract inclusive of scraping of area to be painted with Railway's supply of paint but contractor's tools and plant, consumables etc complete.

**Special conditions for Quality control for welding of rails by SKV process**

1. Initial USFD testing should be conducted within a month's time from the date of welding so that the welder with a bad workmanship can be identified and removed from site.
2. In case the defective weld exceeds 4% the certificate issued by RDSO should be cancelled and welder will have to go through with the process of recertification. Till fresh certification is issued welder should not be allowed to do any work on the track.
3. A penalty of Rs. 500/- may be imposed for defective welds ranging from 2% to 4% and a penalty of Rs. 1000/- if the defective weld is found more than 4%.
4. The percentage of defective welds may be confirmed by joint checking with firm's representative.
5. A firm may be allowed to do the welding of defective weld by wider gap technology. This will reduce the wastage of rail and population of additional SKV weld at site.
6. Railway to maintain batch wise and welder wise data of each weld at site so that any deficiency in a particular batch or portion or welder can be identified and suitable action can be taken in consultation with RDSO. Numbering of SKV weld at site should be done to correlate a particular weld with a particular batch of portion and welder.
7. 1% sample joint testing as envisaged in the Manual (Para 7.1 of Manual for fusion welding of rails by Alumino Thermic Process) shall be strictly followed by Zonal Railways.

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**Special conditions of contract  
for  
Hiring of road vehicles**

1. The vehicle should have sufficient capacity for carriage of materials required for daily departmental maintenance.
2. In case of any repairs to vehicle, the contractor should make alternate arrangement to provide vehicle for Railways within one hour of break down.
3. The Contractor should arrange the driver and vehicle to report at 7.00 hours at Office of the concerned Senior Section Engineer/Poway on working days except Sundays, closed holidays and National Holidays and vehicle will be released normally at 19.00 hours or according to the instructions of Senior Section Engineer.
4. The vehicle must be road worthy. The model of the vehicle should not be earlier than THREE YEARS from the date of LOA or later and should be in good condition. All legal responsibilities such as ownership, insurance, tax, pollution control certificate etc., are the sole responsibility of the contractor and necessary documentary proof shall be produced on request.
5. Sufficient cash deposit should be made available with the driver to meet the emergencies (such as break down) during journeys.
6. If any break down occurs for the vehicle, alternate vehicle should be arranged by the contractor immediately in the quickest means as per instructions.
7. All the formalities required for running the vehicles in the road like registration, driving licence for the driver, RC book, insurance policy, road tax clearance (inter state permit), other relevant records etc., are to be arranged by the contractor and driver must keep the records so as to produce them for verification for at any time by officials. The offered vehicle should have taxi permit. Vehicle with private permit will not be acceptable. Copy of all documents should be submitted along with tender.
8. The contractor should arrange to submit copies of photo identity card, driving licence etc., for the driver and registration number, tax payment records etc., to the concerned Divisional Engineer.
9. The contractor should maintain the trip sheet/log book in the following format. Date, Time reported, time released, hours engaged by Railways, initial meter reading (km) final meter reading (km), total km, purpose, signature of driver and Engineer in charge.
10. The hiring for the period from the date mentioned in the LOA, Sundays and national holidays will normally be holidays. However when necessity arises the vehicle has to be made available even on Sundays and national holidays as per the instruction of Engineer in charge.
11. The rate quoted shall include all types of charge viz., fuel, drivers salary, battery travelling allowances etc.,
12. The driver should be well dressed and well mannered and should be in possession of all relevant records.
13. The vehicle should have sufficient quantity of fuel (preferably full capacity of tank) at the commencement of journey on each day.

14. The quoted rate will be applicable for running in all types of road during day and night in emergency cases as and when required.
15. The vehicle should also have adequate space for keeping tools and materials for maintenance.
16. In case the contractor intend to buy a new vehicle an affidavit on stamp paper (Rs.50/-) shall be submitted stating his intention with modal, make, and seat capacity of vehicle.
17. The rate quoted shall include toll charges to be paid on high ways and to other authorities.
18. If for any reason, the contractor was unable to arrange the vehicle during the normal working hours or during emergency. Rs. 1000/- will be imposed as per penalty By Railway's per day.
19. Payment will be made as per actual work done under each item of schedule at the accepted rates and conditions on completion of work.
20. The Railway does not take any responsibility for providing accommodation to the driver/cleaner/cleaner.
21. The tenderer/contractor will be responsible for the safety, medical care and other facilities of the driver/cleaner who should be fully licensed to operate the vehicle under hire.
22. During the weekly/periodical rest for the driver/cleaner, alternative relief driver/cleaner should be made available before the original driver/cleaner leaves the vehicle.
23. The safety of the vehicle movement rest with the responsibility of the tenderer/ contractor.
24. In case of any accidents/violation of rules, the Railway shall not have any responsibility.
25. The tenderer/contractor should arrange cost of fuel, salary of driver/cleaner/cleaner including all charges such as Bata, traveling allowance, over time allowance, waiting charges, service tax, maintenance, insurance etc.

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Special conditions of contract For **Rear packing and consolidation of track****1. GENERAL:**

The Rear packing and consolidation of track shall be carried out in all cases of track renewals, sleeper renewal, deep screening and lifting of track under traffic condition to keep the track parameters within the safe limits as directed. The work will be carried out in accordance with the IRPWM.

In addition to the kutchra packing for safe passage of trains on the day of work following through packing shall be done to achieve laid down consolidation. The speed restriction shall be relaxed in stages.

The number of through packings will be based on the maximum sectional speed and as directed.

**2. The rear packing work should be carried out by contractor as detailed below.**

2.1 During the rear packing the track should be lifted in such a way that finally the rail level reaches the proposed rail level. The lift required at stations 10 m apart shall be worked out by deducting the rail level as existing before lifting, from the proposed rail level. The lift for intermediate sleepers shall be worked out by linearising the lift value at two adjacent stations. The lift required shall be marked on every alternate sleeper. Where the lifting work merges with unlifted portion this marking will have to be done duly working out a ramp.

2.2 The track should then be lifted wherever required in stages, each involving a lift of not more than 50 mm. The lifting work shall be done along with rear packing and all lifting should be completed before second rear packing.

Where jacks are required for lifting, only non-infringing type hydraulic jacks shall be used. The jacks shall be placed on both the rails and operated simultaneously.

When the track is being lifted, no train should be allowed to pass over the spot until the lift is ramped out on either to a slope of 1 in 500 on both rails.

2.3 Wherever alignment or versine correction is required, as instructed by site in charge, this should also be done during first and second rear packing, duly giving the slew as marked by site in charge.

2.4 After each stage of lifting of track, packing with ballast should be done under all the sleepers to uniform standards and the track consolidated adequately to pass trains at 20 kmph speed. The process should be continued stage by stage till the track is brought to prescribed longitudinal profile.

**2.5 Following items should also get covered under rear packing work:**

2.5.1. Respacing of sleepers to uniform spacing as specified and squaring all the sleepers.

2.5.2. Tightening all the fittings and fastenings after making good deficiency. Cotters in CST-9 sleepers should be side split after gauging.

2.5.3. Slewing of curve /attending alignment defects in straight, as instructed by site in charge.

2.5.4. During each round of packing the gauge, alignment, longitudinal levels and cross levels should be progressively brought to standards. Ballast recoument to the required profile shall be completed before final packing.

2.6. In between the rounds of packing, slacks should be picked up as required to ensure safety of traffic passing over the track, which will not attract separate payment.

**2.7 Sequence of packing should be as under for consolidating the track and to bring the track to the required standard to relax the speed progressively to the sectional speed where manual packing is resorted to and to relax upto the speed as directed by the site in charge for machine packing:**

2.7.1. Initial manual packing on the day of screening (immediately following the deep screening) with the permissible section speed of 20 kmph..

2.7.2. First rear packing on 2<sup>nd</sup> day with permissible speed of 20 kmph.

2.7.3. Second rear packing on the next day after the first packing is completed so as to relax the speed restriction from 20 kmph to 45 kmph /30 kmph for BG/MG respectively

2.7.4. Third rear packing on the 10<sup>th</sup> day after deep screening or 7<sup>th</sup> day after 2<sup>nd</sup> rear packing so as to relax speed restriction from 45 kmph /30 kmph to 75 kmph /50 kmph for BG/MG respectively

2.7.5. Fourth and final rear packing on the 20<sup>th</sup> day after deep screening or 10<sup>th</sup> day after third packing so as to relax the speed restriction from 75 kmph /50 kmph for BG/MG respectively to sectional speed.

**2.8. Incase of machine packing the relaxation of speed restriction will be as follows:**

2.8.1. Initial manual packing on the day of screening with a permissible speed of 20 kmph.

2.8.2. First machine packing on 2<sup>nd</sup> day with a permissible speed of 45 kmph on 3<sup>rd</sup> day.

2.8.3. Second machine packing on 6<sup>th</sup> day with a permissible speed of 75 kmph on 7<sup>th</sup> day.

2.8.4. Third and final machine packing on the 9<sup>th</sup> day with a normal sectional speed on 10<sup>th</sup> day.

2.9. Depending on availability of machine, at the discretion of engineer in charge, machine can be used for second, third or fourth packing. In such cases the payment to contractor will be made only for the rear pickings actually done by the contractor.

**2.10 Rear packing and consolidation will be deemed to be completed only when the track parameters are within the tolerance and boxing of ballast is done to the standard profile as given in IRPWM.**

**2.11. The track parameters after final packing should be maintained for a minimum period of one month after the track is certified fit for sectional speed.**

**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 out put expected. In event of non-submission of the same railways 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 Railwa.*

**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.



## **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.

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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