

Additional Special Conditions

Special Terms and Conditions for Pre & post Tamping track measurement survey using Trimble Gedo Vorsys or similar, Trolley based system.

1. Job work will be executed at site with Trimble Gedo Vorsys Trolley, or similar.
2. The contractor must provide documentary evidence of Owning OR Proof of entering into MOU with manufacturer/ supplier of Trimble Gedo Vorsys Trolley, or similar trolley based system. Failing to furnish the documentary evidence in the tender itself, the tender is liable to be rejected.
3. Primary GNSS reference point to be established with continuous 48 hrs. observations with DGPS receiver and processed with RTX post process center point correction service. Coordinates shall be submitted with WGS 84 in latitude and longitude and UTM grid coordinate to be provided for drawing purpose.
4. Reference point establishment at alternate OHE or 150-meter maximum interval with 10 mins DGPS observations of 3mm +/-0.1 ppm in horizontal and 3.5 +/-0.4 ppm in vertical.
5. Measured reference points to be submitted in UTM coordinate system.
6. Pre-measurement for tamping: To measure horizontal shift, vertical shift, cross level & gauge for pre measurement with Gedo trolley at track center with 3 m interval. To measure horizontal & vertical offset from reference point with total station trolley and to initialize optical chord between two reference points. After chord initialization prism trolley will move towards the instrument trolley and measure and store gauge, cross level, chainage, shift and lift value at every 3 m interval along the track. To measure obligatory points like level crossing, bridge start and end point etc. Measurement to be done with or without block.
7. Data Downloading and processing of measured data. Reference points in UTM coordinate to provide N, E, Z coordinates along the track at 3 m interval the track center left and right rail data should be exported in CSV file with detail N, E, Z coordinates on each rail gauge cant.
8. Instrument trolley should support Indian Railway gauge 1676 mm, gauge measurement accuracy +/-0.3mm, cant measurement accuracy +/- 0.5mm (static), insulated from two rail and trolley should be light weight (less than 20 Kg).
9. Design Alignment: to construct design/ target alignment with the good points of existing pre measurement track center line data in design software. During the design horizontal, vertical & cant alignment parameter as per the section sheet to be considered.
10. Data to be exported in ALC format with target alignment and to provide track adjustment file *.ver extension and also provide *.geo Geometry file at 3m/5 m interval. To provide text file with slew and uplift at every 3m/5 m interval for tamping machine operator reference.
11. Before start of measurements in each block section contractor and Railway representative will do the joint site visit to identify physical location for reference points.
12. If fix structure is not available to mark as reference point at site then the Railway will arrange the availability of fixed reference point. Reference points at 150m interval will be marked with nail/ screw on foundation of OHE or dimensions of control pillar if required to build of 200 mm x 200mm x 400mm with provision of plate to mark survey point.

13. Primary DGPS reference point dimensions if required to build of 400mm x 400mm x 600 mm size with provision of plate to mark survey point will be provided by railway.
14. Secondary DGPS reference point dimensions of control pillar if required to build of 300mm x 300mm x 500mm size with provision of plate to mark survey point will be provided by railway.
15. Railway will depute person to provide field details of existing track parameters during survey/ measurements (existing transition points and recording obligatory points).
16. Railway will provide Tamping machine limits for slew and up lift required to export create text file for ALC.
17. In absence of ALC tamping machine, Contractor will provide track adjustment text file and Railway will write data on sleepers.
18. Concerned official of Railway will advise location for good points during design of alignment.
19. Contractor will depute experienced survey team consisting of two surveyors with total station trolley and two surveyors with prism trolley.
20. The execution of job will be done block section wise.
21. The location can be changed as per instruction of Engineer in charge for which no extra claim what so ever shall be admissible.

Precautions to be taken for works on or alongside track.

1. SAFE WORKING METHODS:

All or some of the works executed under this contract involve works on or alongside the Railway track on which the railway traffic is kept operative during or immediately after the completion of one or more phases of the contract work. In view of this position maintaining safe working conditions at the work site at all times for the safe passage of the railway traffic is a primary over-riding condition required to be fulfilled by the contractor at all times. For this purpose, it is understood and agreed to by the contractor that the work executed by him under this contract shall at all times fulfill all the safety conditions in force on the railway from time to time to operate the railway traffic.

2. INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVES:

The contractor shall at all times, execute the contract work only in the presence of and under the superintendence of the Engineer's Representative or a Railway employee specifically appointed on his behalf. No work under the contract shall therefore be commenced by the contractor without the express permission of the Engineer's Representative. The contractor shall always execute the work under this contract in strict compliance with the instructions /directives by the Engineer's representative. Any act of non-compliance with the instructions/ directives issued by the Engineer's representative shall be considered as a default of the Contractor where after the railway shall be free to take further appropriate action as provided in the contract for dealing with such default so the contractors. The decision of the Engineer's representative where there has been an act of non- compliance with the instructions /directive of the Engineer's Representative for the

purpose of this clause shall be final and conclusive. The instructions /directives by the Engineer's Representative shall not however absolve the contractor of his representative or reduce his responsibility in any manner whatsoever in regard to maintaining at all time the safe working conditions at the work site

3. PROTECTION OF THE WORKSITE

On railway track where the train traffic will be operational during the execution of the contract work the protection of the works site as considered appropriate and adequate shall be arranged by the Engineer's Representative at the Railway's cost. Notwithstanding the aforementioned protection at the works site provided by the Engineer's Representative the contractor shall be responsible for providing appropriate and adequate system for warning the contractor's workmen about the train traffic on or in the vicinity of the site of work. The decision of Engineer's Representative whether the facilities provided by the contractor in this regard are appropriate and adequate or not shall be final and conclusive.

NON-COMPLIANCE WITH THE INSTRUCTION/DIRECTIVE OF THE ENGINEER'S REPRESENTATIVE.

The contractor shall always comply with the instructions/ directive issued by the Engineer's representative from time to time. In the event of any non-compliance with such instructions/ directives, apart from and in addition to other remedies available to the railway as specified here in above, the Engineer's representative may employ at the work site the railway workmen 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 railway workmen with necessary equipment shall be final and conclusive. when the railway workmen with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the contractor's due under this contract or any other monies of the contractor available with the railway under this contract or other contract. The recovery for the total railway workman hours employed at the work site for the above purpose shall be made at the rate of Rs. 500/- (Rs. Five hundred only) per workman hour irrespective of the type and grade of the railway employee actually employed. The aggregate period from the time railway workmen is actually deployed at the work site till the work is completed to the satisfaction of the engineer's representative whose decision in this regard shall be final and conclusive.

PERSISTENT NON-COMPLIANCE WITH INSTRUCTIONS/ DIRECTIVES OF ENGINEER'S REPRESENTATIVES.

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 herein above without prejudice to the railway's rights in this regard the Engineer's Representative, which for the purpose of this clause shall exclude the Inspector of Civil Engineer Department appointed by the Western Railway can suspend the contractor's work till the Engineer's Representative is satisfied that the contractor is in a position/will comply with the instructions/directives issued by the Engineer's Representative. The decision of the Engineer's Representative in this regard shall be final and conclusive. The contractor shall not have any claim whatsoever against the railway for such

short term/long term suspension of the contract work. During the above-mentioned 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 of the contractor shall be deemed to be an unauthorized work on the railway track. For such acts, the contractor shall then be liable for further appropriate action under the relevant provisions of the Indian Railway Act.

PROTECTION OF TRACK FROM ROAD VEHICLES MOVING BY THE SIDE OF TRACKS:

The contractor shall not allow any road vehicle belonging to him or his supplier etc. to ply in railway land next to the running line. If for the execution of work, it becomes necessary to use the road vehicle next to the running track, the contractor shall apply to the Engineer In-charge for permission, giving the type & number of individual vehicles, name & license particular of the driver, location, duration & timings for such works/movement. The Engineer In-charge or his authorized representative will personally counsel, examine & certify the road vehicle driver, contractor's flag man & supervisor & will give written permission, giving name of the road vehicle driver, contractor's flagman & supervisor to be deployed on the work/location, period & timing of the work. This permission will be subject to the following obligatory conditions: -

- (i) The road vehicle will ply only between sunrise & sunset.
- (ii) Nominated vehicles & drivers will be utilized for work in the presence of at least one flag man & one supervisor, certified for such work.
- (iii) The vehicles shall ply 6 meter clear of track. Any movement, work at less than 6 meter and up to minimum 3.5 meters, clear of track center, shall be done only in the presence of railway employee authorized by the Engineer In-charge. No part of the road vehicle will be allowed at less than 3.5 meters from track center. Cost of such railway employee shall be borne by the railway.
- (iv) The contractor shall remain fully responsible for ensuring safety & in case of any accident, shall bear cost of all damages to the equipment & men and also damages to railway & its passengers.

Special Condition of Contract.

1.Site Inspection:-

The Tenderer must inspect the site before quoting the rates of work to acquaint himself with approach roads, if any, near station on either side of the site of work, height of embankment, depth of cutting in the section where the work is to be done, lead, lift, ascent, descent, crossing of Nallah / Track involved, availability of labor, camping facility and all other factors which will have bearing on the works and tendered rates should include all such charges incidental to the works. No extra charges what-so-ever, will be payable. The contractor will keep a site order book at site with all pages numbered & top initialed by ADEN / In charge of the work.

2.PROCEDURE TO CARRYOUT THE WORK:-

The work will be executed as per detailed procedure laid down in IRPWM 2020 amended from time to time and as per the instructions contained in CE's Circulars (P. Way) issued from time to time on the subject matter. Speed restriction/traffic block (Preferably during corridor block) as required will

be arranged by Engineer In-charge. Longitudinal section of existing Rail profile and proposed rail profile will be given to the contractor before the commencement of the work. This will be decided by ADEN / In-charge of the work. No work shall be commenced until the SSE/JE/P. Way. of the Railways has either obtained block or has imposed the speed restriction as required and erected the temporary Engineering Signals. SE/JE/P. Way or his authorized representative Concerned shall also remain present during the execution of work and permit to commence daily work. The contractor should deploy a competent person to supervise the work and he must possess a competency certificate for the purpose to be issued by Assistant Divisional Engineer of the section. Such certificate shall be issued by the Assistant Divisional Engineer only after examining counseling and satisfying himself of the fact that the said person has good knowledge of the work to be executed. In this matter opinion of the Assistant Divisional Engineer will be final and binding upon the contractor. SSE/JE/P. Way or his authorized supervisor will supervise all the operations in his personal supervision and will be responsible for safety of track and standard quality of work and his orders be followed by the contractor and his supervisor at site of work. The contractor should progress the work in a systematic manner with sufficient labour so as to keep the length of track under speed restriction to the minimum. The caution man/ Flagman during the day and the night will be arranged by the Railway free of cost to the contractor. The Contractor shall make available himself or his supervisor, labour, T&P etc. to attend any emergency on track with in a short notice of 01 hour after the information received from railway representative. It will be the responsibility of the contractor to keep himself in contact through mobile/phone with ADEN/SSE concerned. The Payment will only be made as per the work done under relevant items as given in schedule. The work will be under taken between sun-rise to sunset. The contractor's supervisor shall be well conversant with the IRPWM, LWR manual, SWR, bridge manual etc. for safe working on track. The paras of manuals have been quoted in the special conditions in which there are chances of typical error, however the para shall be govern as per the Railways approved manual and all the track work shall be done as per the procedure laid down in related Manuals. If there is any conflict between special conditions, Manuals, description of item etc. the manuals incorporated all the correction slip issued up to the order issue of LOA and any other issued during the course of execution of work shall be followed and in all such cases decision of Engineer in charge shall be final and binding upon by the contractor. The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in railway land next to the running line. If for execution of certain works viz. Earth work for parallel railway line and supply of ballast for new or existing rail line, gauge conversion etc. road vehicles are necessary to be used in Railway land next to the railway lines, the contractor shall apply to the Engineer-In-charge for permission giving the type and No. of individual Vehicles, names and license particulars of the driver's location, duration and timings for such work / movement. The Engineer in charge or his authorized representative will personally counsel, & examine the road vehicle drivers, contractor's flagmen and supervisor and after satisfying himself will give specific written permission giving names of road vehicle drivers, contractor's flagmen and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions.

- (i)** The road vehicles will ply only between sunrise and sunset.
- (ii)** Nominated vehicles & drivers will be utilized for work in the presence of at least one flagman and one supervisor certified for such work.
- (iii)** The vehicles shall ply 6m clear of track. Any movement work at less than 6m and up to minimum

3.5m clear of track centers shall be done only in the presence of Railway employee authorized by the Engineer In charge. No part of the road vehicle will be allowed at less than 3.5m from track center. Cost of such Railway employee shall be borne by the Railway.

(iv) The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to this equipment & men and also damages to Railway and its passengers. Engineer In-charge may impose any other condition necessary for a particular work or site. Safety of the Contractor's men working on the track is responsibility of the Contractor's representative and the Railway will in no case be responsible for compensation required to be paid to the contractor's man in the event of any accident / mishap. For this contractor shall sign an indemnity bond in DRM Office on stamp papers. A daily progress as required by railway will be been sure by the contractor. Before starting the work inventory of the existing fittings and fastening of the track will be jointly taken by SSE/P. Way In-charge and contractor or his authorized representative. A copy of this inventory will be submitted to ADEN/DEN and to divisional office. In the event of loss of any of the existing fittings and fastenings the contractor will have to pay the cost of new material at the prevailing rate fixed by Railway plus 12½% as departmental charges. The track will be handed over to the Railway in stages of one Km. Until the track is handed over back to SSE/P. Way the contractor will be responsible to ensure that no fitting /fastenings is lost from the newly laid track. Shortage of any P. Way fittings If any will be reported by key men of the section to SSE/P. Way In charge of work who will immediately intimate to the contractor and get it replaced at his cost. The work will be done by the contractor to the entire satisfaction of Railways SE/P.Way at site who will accord such a certificate in respect of all operations involved in site order book at the end of each day. Measurement will be recorded by SSE/P. Way in charge and test checked to the extent of 20% by the ADEN. This stipulation will be for each running bill. Any damage caused to the track, during the execution of work both in normal and abnormal condition will have to be re-repaired by the contractor at his cost. All the operation of the above work will be done on running track and nothing extra shall be paid to the contractor on this account. No extra charges for loading, unloading, leading the material to the site of work and loading of released materials back to loading point will be paid by Railways except that mentioned in the tender schedule. The Contractor is required to complete all the operation viz. lifting, packing, alignment, raising etc. In order to make fit to the prescribed speed with his own labour. P. Way materials excluding rails and sleepers will be handed over by Railways at the SE/P. Way Godown as nominated by Assistant Divisional Engineer i.e. either at nearest Railway Station of site of work or nearest SE/P. Way's Godown whichever is convenient to ADEN / In charge. The rail and sleepers will be supplied by Railway at the site of work.

(a) Released material will be sorted out by the contractor with his own labour and cost. Separate stacks for SH and unserviceable material will be made at a location as finalized by the ADEN of the section.

(b) Released raw pieces shall be removed from the site on the same day of removal and to be kept at nearest manual LC/station ad decided by the SSE/PWI.

3.TOOLS-

Track tools required for this work will be arranged by the contractor. All the tools and plants as required to execute the work will be arranged by contractor at his cost and nothing extra shall be paid on this account. The contractor will ensure reconditioning / repair of the tools and plants at his

own cost to keep them fit for use. He will repair the worn-out tools at his own cost and nothing extra will be paid on this account. The contractor should ensure that labour on work removes their tools clear of the track on the approach of the train. After the day's work the contractor should secure tools in proper tool boxes and in no case the labour be permitted to take tools to their homes. Tools should not be allowed to fall in unwanted hands who can tamper with the Railway track. Sufficient hard wood wooden blocks of size 10" x 25" x 24" will have to be arranged at site before taking the work in hand. Railways may supply for this purpose unserviceable sleepers at market rate (i.e.) last auction rate on the division + 20% thereof). Supply of such sleepers will be made to the contractor at his specific written request to the ADEN concerned. Such supply will be made in the presence of Stock verifier /ISA & SI/Inspector/RPF.

4.0 Penalties-

In the event of accident at the work site the departmental enquiry will be held and in case it is established with that derailment has occurred on account of the contractor's negligence or the negligence of his men, damages at the following rates will be recovered from contractor:-

- (a) Accident involving use of accident Relief train=Rs.50000/-
- (b) Nominal accident not involving use of accident relief train Rs.10000/-

Contractor


Sr. DEN/Central
N.W.R. Jodhpur