

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 with in 6.0 m zone is actually in progress, look-out men should invariable be available. Look men will have to be provided by the

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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) leaned 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 incase 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 bone 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.”

Special conditions of contract for Maintenance and upkeep of rest houses.

- 1 This special conditions should be read in conjunction with other special conditions and specifications attached as well as `General Conditions of Contract upto date, before quoting rates by the Tenderer/contractor. Where there is any conflict between the General conditions of contract and **special conditions of contract**, the latter **shall prevail**.
- 2 It shall be the responsibility of the tenderer/contractor to ensure that the proposed work does not attract adversely the provision of Railway Act 1989, the contract labour (Regulation and Abolition) 1970 and central rules 1971 local bye laws, and other relevant laws including Pollution control **Acts of the Country and the State** amended from time to time. The tenderer/contractor shall at all times keep the Railways fully indemnified against any claims/damages in this regard.
- 3 The work has to be done in the **existing Rest houses**. The contractor has to fully acquaint himself with the **site conditions**, facilities available, and hindrances, to suit Railway's requirement and standards etc., before submitting the offer. It may be ensured that there is no hindrance to Railway working, workmen and property. The contractor shall ensure safety and security precautions to be adopted inside such premises.
- 4 The tenderer/contractor will be permitted to enter upon the railway land identified for **maintenance works** with a permit for the specific purpose. The **“work permit”** will be issued by the Senior Divisional Engineer/North at Tiruchchirappalli junction in Tiruchchirappalli division of Southern Railway. The tenderer/contractor shall not collect any **details from Railway premises** and use for other purposes. The party should indemnify the Railways for such act.
- 5 For **security purposes** the tenderer/contractor shall furnish to the Railways a list of his staff posted for the work along with their photographs so that identity cards can be made out and given to them by the Railways.
- 6 **The Tenderer/contractor shall ensure that the minimum requirement of manpower including educational qualification of the care takers engaged shall be passed SSLC (X-standard)**
- 7 The contractor shall arrange **communication facilities** at site of work to enable the care taker to contact the contractor and Railway supervisors/ officers 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.
- 8 The tenderer/contractor shall not erect any permanent structure on the scheduled lands. However, **temporary sheds** for use of storage of materials, tools and plants etc., may be allowed to be erected by the tenderer/contractor at his cost subject to their location and design being approved by Railways in advance. **No machinery other than mentioned** in the agreement shall be installed or maintained by the tenderer/contractor without the specific approval of the Railways.
- 9 The tenderer/contractor shall be responsible to ensure that at no time any tools or equipments are left in the site causing any **hindrance/obstruction** in any manner on completion of day-to-day work. Existing arrangements shall **not be disturbed** and the tenderer/contractor shall take special care to ensure that no damage results to them during the course of various operations. The contractor shall ensure that **no damage caused** to all service connections such as water, gas, power, steam, communication lines etc. If necessary water, power lines may get shut off duly obtaining approval from concerned authorities. The tenderer/contractor shall be responsible to ensure that his activity does not in any way cause any damage to the railway assets. All such **damages** shall be made good by the tenderer/contractor at his cost and as directed by the Engineer's representative. The tenderer/contractor shall not be entitled to any **compensation** if the work suffers on account of essential office functioning or accidents.
- 10 The Tenderer/Contractor and the labourers so employed should not have consumed alcoholic drinks or used intoxicating drugs/material while on duty. The labourer shall be instructed to maintain **personal hygiene and occupational health** of their own or at Contractor's cost.

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- 11 It is the responsibility of the Contractor to ensure attendance of the workers and monitor their progress of each days work. In case of failure of any workers immediate **alternate arrangements** shall be made and cleaning completed before occupation of suits in any day. During the currency of the contract, any failure to comply each day's maintenance may attract **deduction of actual expenditure involved by Railway** from the payment due to the Contractor.
- 12 The Tenderer/Contractor shall nominate his staff to expedite the works in each day. **Daily labour report** should be lodged in a register, which should be jointly signed by the contractor, and the Railway's authorized representative periodically during their visit. This register should show the description and quantity of work done on the day.
- 13 **Employing the Railway servants** for any part of maintenance activity by the Tenderer/Contractor is **barred**. Any violation on this aspect is liable for termination of contract.
- 14 The Railways shall have the **right to reject any work** that may be proposed by the tenderer/contractor either at the tender stage or subsequently without assigning any reason for the same. The successful Tenderer/Contractor shall agree to execute **agreement**. The cost of agreement shall be borne by the Railway. **Disputes**, differences, etc., if any, shall be resolved by mutual consultation and in case these are still unresolved, by referring the dispute(s) to arbitration as prescribed in the agreement.
- 15 If the buildings are **not maintained properly** to the satisfactory level of department, **the contract will be terminated** with the provisions of special conditions viz., contract policy attached and as per General Conditions of contract of Southern Railway.
- 16 The party shall bear all **taxes, service charges** as applicable and payable as such service activity may attract. All taxes as leviable shall be paid by the tenderer/contractor and no reimbursement of such taxes paid or payable shall be payable by the Railways.
- 17 **Payment** will be admissible every month for the actual quantum of work done to the entire satisfaction of Engineer's representative as per agreement. The decision by the Engineer's representative regarding the satisfactory work done by the Contractor under various items on each day shall be binding on the Contractor. **No other installation charges and advance payment shall be admissible.**
- 18 **SCOPE OF WORK:**
- 18.1. The contractor shall ensure **maintenance and upkeep of rest houses** at specified time intervals involving safeguarding, Cleaning, maintenance of the entire building (described in Para. on Schedule of cleaning), halls and stair case, water supply arrangements, approach road, compound wall including gate, internal and external lighting arrangements, surroundings and garden area and all the materials provided inside the rooms and in common areas inside and outside the rest house round the clock on all the days. All the items should be kept in neat and tidy manner, properly arranged free from dust and dirt by regular dusting, brushing and cleaning.
- 18.2. All Rooms, furniture, surrounding area etc. should be cleaned, by using appropriate and approved detergents and other cleaning powder/liquid/agents disinfectants supplied by the agency. The contractor will **provide all cleaning materials and cleaning equipment** including Vacuum cleaner required for cleaning purpose and the rates include for the same. Water and electric power required for effective cleaning shall be arranged free of charges by Railway. No claim what so ever shall be made by the Contractor in case of power and water supply failure.
- 18.3. The toilets should be provided with **air freshener** tablets once in a fortnight at contractor's cost.
- 18.4. Room freshener of light/ soft scent shall be applied every day when the room is occupied. This also shall be at contractor's cost.
- 18.5. **Changing of linen:** The bed sheet, towel, the pillow cover will be changed every time when rooms/ beds are vacated by the occupying officer/supervisor and kept ready for the occupation by the incoming allotted officers/supervisors. The bed sheets, pillow covers and towels shall be sent for dry wash and ironing and will be received back and kept ready for change for subsequent occupation. Cloth softener shall be used to reduce stiffness of bed sheets, towels etc. For washing, separate item provided in the schedule and payment will be made as per actual. The care taker appointed by the contractor has to ensure that the washing is done according to these instructions.

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19 **Duties and responsibilities:**

19.1. The contractor or his authorized representative shall normally carry out **cleaning and other maintenance works** of rest houses from 8.00 hrs to 10.30 hrs and 16.30 hrs to 18.30 hrs every day. In case of change of occupants of rest house cleaning of suites shall be done half an hour before the arrival of occupant. Any specific requirement or complaint indicated by the Railway officers staying in rest houses shall be attended immediately. (The contractor may do maintenance and cleaning works at other areas to ensure high level of cleanliness and maintenance in the rest houses and environment.)

19.2. The contractor and his authorized representative shall show the utmost courtesy to the officers who have been authorized for **allotment** from Sr.DEN/coordination/TPJ either as written authority or intimated telephonically or through concerned **Station Master**.

20 **Authorized charges for occupation** of the rest house will be collected by the contractor or his authorized representative. For this purpose a register will be maintained to enter the details of occupants, time of check in, check out etc in the prescribed format by the contractor. Proper entries shall be made in occupation register both by the officers/supervisors and as well as by the contractor or his authorized representative. A weekly account of the charges collected shall be submitted by the contractor to concerned Section Engineer/Works and pay the amount so collected from the occupants to concerned Section Engineer/Works who will authorize the receipt of amounts so paid.

20.1 The contractor will **ensure that all fittings and furniture are maintained** without any damage. Any deterioration in furniture shall be reported to concerned Section Engineer/Works for arranging rectification. The contractor shall ensure to inform concerned Section Engineer/Works to attend to any shortfall in respect of water supply, and sanitary arrangements and electrical appliances, telephone etc immediately on noticing such defects by telephone directly. The contractor shall arrange to switch off and on electrical appliances based on requirement. However use of electricity shall be minimized.

20.2. The contractor shall **maintain the common facilities** such as refrigerator, water purifier, vacuum cleaner etc.

20.3. The contractor or his authorized representative has to **attend to telephone calls** and direct call to respective rooms.

20.4. The contractor or care taker has to ensure proper picture quality of **televisions** by adjusting the tuner suitably.

20.5. The contractor or care taker has to **call on the room** whenever bell is pressed, asking for attention.

20.6. The contractor is responsible for ensuring that the extent of rest houses **campus** is **free from any trespassing, private parking and encroachments** from outsiders at all times.

20.7. Tenderer/contractor shall arrange to **maintain the sewer line** in good condition duly arranging to clean/remove blockage if any using approved methods.

21 **Alternate arrangements in the absence of caretaker:**

21.1 Whenever the caretaker has to go out of the premises, he shall arrange to safe guard the premises, by arranging a substitute to safeguard and to **perform** the works to be done by him under this contract and communicate to Engineer's representative. In case he does not arrange substitute, the concerned Section Engineer/Works will arrange a departmental substitute and the full salary of the Railway employee including all DA, leave salary, PLB and other benefits payable to Railway employees for the days so engaged will be recovered from the payment due to the contractor. Further any loss of material on account of absence of care taker will be **on** contractor's account. List of caretaker/ substitutes with photo identity to be got approved **from** Engineer in charge.

- 22 **Other special conditions:**
- 22.1 **Floor area and other particulars** of rest houses details vide schedule.
- 22.2 The care takers are fully responsible for safety of all items provided in each room and items provided as common utility. Cost of any damages by occupant of any materials shall be recovered from the occupant as per the cost fixed by railway and from the contractor.
- 22.3 The contractor has to take once in a month **inventory** of all the materials to assess and report the condition of materials for arranging rectification/repairing/replacement.
- 22.4 The contractor should utilize the **services of gardeners, part time safaiwalas and cleaning servants for this contract**. He will ensure that the persons so utilized by him strictly abide by all the rules and conditions set forth here. The servants so engaged also will be subjected to Police verification of character if Railway so desires. Based on police verification or in case the Engineer in charge of the work or his representative on inspection **find** the servants engaged by him are not suitable, they have to be replaced forthwith.
- 22.5 The servants so employed shall be instructed to maintain **personal hygiene** to the standards of well maintained hospitals and nursing attendants. Once in a year, they should be medically examined to ascertain that they are free from any infectious or contagious diseases and they do not act as carriers of disease causing bacteria, virus and germs. If they are not maintaining personal hygiene or they carry any bacteria, germs as inferred from medical report they should not be kept in service.
- 22.6 While handling any food items, the servants shall wear **hand gloves**.
- 22.7 **Indemnity bond:** The contractor will execute an indemnity bond in a stamp paper and will also submit bank guarantee as prescribed by the Railway.
- 22.8 Contractor is strictly **prohibited from permitting occupation** of any rooms or allowing anybody to use common areas including caretaker's room on his own. Only allotment letter issued/communicated by the allotting authority or telephonic authorization given in person by any of the Sr.DEN/co-ordination, or in his absence other DENs or ARDM or DRM will be valid and any contravention of this condition will result in recovery of a fine of Rs 4000/- per day per occupant in addition to termination of the contract forthwith.
- 22.90 Any other relevant conditions, minor addition alteration required can be incorporated in the agreement **by mutual agreement**.
- 23 The following **cleaning materials** conforming to relevant BIS specifications as approved by Railway shall be used.

Operation	Materials
Ceramic tile, mosaic tile floor, Cement flooring, cleaning including bathroom	Surf washing powder and water followed by application of perfumed pine oil.
Ceramic ware	Vim powder/liquid
Toilet closet cleaning	Harpic liquid
Cleaning of glass articles, including windows and Ventilators	Brisk liquid
Brass ware	Brasso
Stainless steel ware	Vim liquid soap
De-staining	Hydrochloric Acid to be used (rarely).
Room fresheners	Premium (light/soft fragrance)
For cleaning inside the over head water tank	Stable bleaching powder
Deodorant air freshener in toilets	Air freshener Tablets

24 **Schedule of cleaning** for each item given below: -

Sl. No.	Item of work	Frequency
1	Removal of garbage	Twice in a day
2	Cleaning the hall, verandah and stair case	Twice in a day
3	Cleaning bath rooms /toilets	Once in a day
4	Room floor sweeping	Once in a day
5	Bed sheet, blanket dusting and arranging	Every day
6	External area front side sweeping	Every day
7	Lawn watering & watering plants	Every day (except when rain occurs)
8	Cleaning tea poi, sofas, tables and chairs	On vacation by occupant or every day
9	Room floor wiping with wet mop	On vacation by occupant or every 3 rd day
10	Vacuum cleaning carpets	On vacation by occupant or every 3 rd day
11	Bed sheet, blanket changing	On vacation by occupant or every 3 rd day
12	Aerating closed rooms if not occupied	Once in three days
13	External area rear and side sweeping	Every 3 rd day
14	Cleaning of road	Once in three days
15	Cleaning glass panes in windows	Once in a week
16	Cleaning windows, grills, hand rails and ventilators	Once in a week
17	Dusting screens	Once in a week
18	Other furniture cleaning	Once in a week
19	Removing, Cleaning and putting back door mats	Once in a week
20	Internal/external wall dusting & removal of cobwebs	Once in a fortnight
21	External Cleaning of room Air conditioner, Television , table lamp, phones etc	Once in three days
22	Cleaning of open terrace	Once in a month
23	Cleaning of over head tanks	Once in a month
24	Deweeding, pruning of hedges and their clearance	Once in a fortnight

25.1. **Supply of food items and providing other services:**

- 25.1.1 The contractor will arrange to **supply various foods**, vegetables, fruits, edible items available in the town on prior requests and payment by the officers staying in the rest house. Transportation and service charges at the rate of 10% of the cost of material subject to a maximum of Rs. 50/- for each trip may be collected by the contractor directly from the guests. The contractor shall bring to the prior notice of the occupant that extra charge to be levied on transport as the town is quite away from the holiday home. The Railway shall not be responsible for any claim from the contractor on this account.
- 25.3. Contractor has to ensure that required gas, kerosene, petrol, etc., are arranged well in advance and ensure all safety precautions. For generator operation logbook indicating time switched on, time switched off and petrol filled/kerosene filled to be put. Separate imprest will be given for arranging these materials for which accounts have to be maintained and submitted SE/Electrical/concerned.
- 26 Feed back from officers occupying the Officers Rest Houses should be obtained in a resister kept for the purpose. Once in quarter the feed back shall be reviewed by the Engineer's representative duly sublimented by his inspection. The contract will be terminated if there are adverse feed backs about cleanless, staff behavior or maintenance exceeding 5% of the number of feed backs subject to a minimum of 5 adverse feed backs or as determined by the Engineer in-charge based on the report of Engineer's representative. Engineer's decision in this regards is final and binding on the contractor.

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