

**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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**Technical specifications and stage payments**

1. The earth work in widening/making up the cess are to be carried out as per RDSO Comprehensive Guide Lines and specifications – RDSO/2020/GE:IRS-004 or latest and as per CTE/MAS letter No.W.563/XVI/Formation dt.18.10.2024.
2. **Stage payment for Earth work :**  
(CTE/MAS letter No.W.563/XVI/Formation dt.18.10.2024).
  - a) **Only 85% payment based on measured quantity shall be done after completion of work and compaction of final layer.**
  - b) **The balance 15 % payment will be released after consolidation after one complete monsoon and necessary repair of erosion/cuts etc., by the contractor.**
3. 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.
4. The format for various registers to be maintained in all work spots is attached as ‘Registers at worksite’ under ‘DOCUMENTS’ tab.
5. 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.
6. 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)
7. Maintenance period: The Maintenance period shall be **THREE YEARS** from date of completion of work.
8. Price variation of steel shall be reckoned from the quarter commencing from the following the base months as stipulated in 46A.2 of the relevant GCC up to the date of purchase of steel or the day steel was brought to site by the contractor, whichever is lower, as per the formulae given in Clause 46A.7 of relevant GCC and the date of recording in Measurement Book shall not be considered for Price Variation.

**Special conditions regarding works where cement and reinforcement steel are to be supplied by the tenderer / contractor**

1. The quantum of Ordinary Portland Cement and steel for reinforcement required for the items of works covered by the enclosed schedules based on the cement schedule / design mix to be adopted and approved drawings. The tenderer has to quote his rate for these items for supply at the site of work with all leads and lifts etc., complete including crossing of track if any.
2. The contractor should indicate the rate for the supply of steel against the relevant item. This rate will include the cost of procurement, handing, transportation to the site of work, storage, wastage etc., Necessary Test certificate will have to be produced for such supply by the tenderer regarding the quality of cement and steel should conform to the following specifications.

Ordinary Portland Cement IS: 8112 GD 43

Portland Pozzolana Cement IS: 1489

Steel Mild Steel rods IS 432 (Part I) 1982

Steel High Strength Deformed bars or thermo mechanically treated bars IS 1786 – 1985

3. Railways also reserve the right to take samples during the course of the work and get the cement and steel tested to ascertain their conformity to the specification.
4. Any temporary structure required for storage of cement and steel has to be provided by the tenderer at his cost and this should be removed after completion of the work. The Railway will only provide suitable land for construction of the above temporary sheds free of charge. Double lock arrangements for temporary stores shed should be provided.
5. The payment for the cement will be based on the quantity actually used for the works as per the Indian Railways Unified Standard Specifications for works and materials, 2010 and Southern Railway Unified Standard Schedule of Rates 2021 and CPWD-DSR-2021's cement schedule for the various items of USSOR 2021 / CPWD-DSR-2021, Design mix adopted whichever is lower. The lower requirement will be certified by the Engineer in-charge at site. In case of design mix, the quantum of cement required shall be decided based on the 'Design Mix' at the cost of the contractor and as approved by the Engineer in-charge.
6. Issue of cement for day-to-day work should be lodged in a register which should be jointly signed by the contractor and the Railway's authorized representative. This register should show the issue made on the day and description of quantity of work done.
7. No extra will be payable for wastage for cut rods. Cut rods if any would be the property of the contractor. Any excess quantity of cement, cut rods and steel left over on completion of the work will have to be disposed off by the contractor and cannot be taken over by the Railway.
8. The payment shall be made only after completion and casting of RCC works and other connected works in all respects at different stages under relevant items in Schedule. The payment will be made separately for casting RCC and connected works under relevant items in Schedule. The tenderer/ contractor shall arrange to stack the above materials including prevention of any corrosion from air and rust till the materials are used for RCC works. The tenderer/ contractor shall use his own binding wire for fabrication and placing of reinforcements at his own cost.

9. Cement should be procured from the main cement plant / their authorized dealers. Steel shall be procured from the main producers of authorized stock yard. Re-rolled steel will not be accepted.
10. Cement used for the works should as far as possible be fresh and should not generally be stored for longer than two months from the date of receipt from the factory. Cement stored longer than this period shall be used on work only after it is tested and found satisfactory for the use in view. The cost of such tests shall be borne by the contractor.
11. Empty cement bags should be the property of the contractor and shall be disposed off by the contractor himself. However, in case the Railway is in need of empty cement bags, good and usable empty cement bags are to be supplied by the contractor. These will be paid for by the Railway at the rate of Rs.2/- per bag in respect of empty cement gunny bags and Rs.1.40 per bag in respect of empty cement polythene bags or as fixed by the Railway from time to time.
12. Portland Pozzolana cement shall not be used for PSC works. When Portland Pozzolana cement is used in plain and reinforcement concrete, it is to be ensured that proper damp curing of concrete at least for 14 days and supporting form work shall not be removed till concrete attains at least 75% of the design strength. It is also required to ensure designing the concrete mix and casting of additional test cubes to ascertain the concrete strength at the time of removal of shuttering/forming.

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**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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