

SOUTHERN RAILWAY

SALEM DIVISION

**SPECIAL CONDITION OF CONTRACT FOR DISMANTLING RAILWAY'S
STAFF QUARTERS/SERVICE BUILDING.**

1.0. General

1.1. The special conditions for dismantling should be read along with other special conditions and specifications as well as general conditions of contract before quoting the total bid amount.

2.0 Nature and Quantum of work

2.1. The tenderer/contractor is required to inspect the site of work and acquaint himself with the site conditions, availability of approaches for transporting of materials and other factors relating to the work such as nature and quantum of work before quoting the total bid amount.

3.0. Planning and permit

3.1 The list of condemned quarters and service building requiring dismantling is enclosed in the schedule vide **Annexure 'A'**. The exact locations of same shall be identified by Engineer in charge during execution.

3.2. Detailed programme chart along with sequence of operation for carrying out the works shall be submitted by the tenderer/ contractor and got approved by the Engineer in charge and progress chart shall be maintained.

3.3. The work shall be carried out in the presence of Engineer's representative.

3.4. The work shall be executed simultaneously in all SSE/Works sections.


3.5. **Concerned Senior Section Engineer (works)** is the supervisor nominated for dealing with issue of gate passes, inspection etc., for this work under their jurisdiction.

4.0. Safety precautions

4.1 Special conditions on safety precautions at work site attached vide separate sheets shall be followed.

4.2. 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 got shut off duly obtaining approval from concerned authorities.

4.3. The work should be carried out without any interference to the normal working of the Railway track and structures. The contractor will be held responsible for any loss or damage or injury caused during the course of work to the labourer or to the public/private person or the Railway/Public/Private property and the contractor shall bear all loss and expenditure involved.


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4.4. The contractor must ensure the safety of the labourers engaged by him during the course of execution of work and the Railway will not be responsible for any injury sustained by the labourer or for any fatal accidents and the contractor should bear all the loss and expenditure involved.

4.5. Any breach by the contractor and/or his agents affecting safety of Railway personnel, movement of trains, engines or other rolling stock of the Railway shall constitute breach of contract by the contractor entailing liability of termination of contract for default on the part of the contractor.

4.6. Suitable precautions and protections will have to be made for guarding the materials as well as the work force. Cost involved in such security arrangements and the losses due to any thefts have to be entirely borne by the tenderer.

4.7. Safety distances shall be marked and sign posted. Safety appliances shall be issued to the workers. The operation, stacking and disposal or debris shall be within safe limits of existing structures.

4.8. As far as possible no clearance shall be carried out during night. If necessary additional precautions by red warning signal, watchmen etc. shall be provided with the prior approval of Engineer in charge.


4.9. While dismantling and movement, no damage to adjoining railway properties shall be done. If any damage is done, then penalty of cost of damages, at twice the normal cost of the building/property as fixed by the Railway shall be payable by the bidder.

4.10. Buildings are available in and around Railway colony/ junction/ Station as specified. While dismantling the building it should be ensured that the Telecom & Electrical lines are not damaged while dismantling and moving the same. If any damage caused to the telegraphic line/post/track, then the actual cost of repairs or rehabilitation to the Railway will be deducted from the amount deposited or adjusted for security deposit by the bidder with Railways.

4.11. After permission to dismantle the quarters is issued, it is the responsibility of the bidder to dismantle them, stack it for inspection by Railway supervisor for issue of gate passes. The bidder shall be responsible for safe keeping of released materials etc., after issue of permission to dismantle. No claim whatsoever will be entertained in this regard. Any delay in process of dismantling etc., will be at the cost of the contractor.

4.12. It must be clearly noted that only the list of staff quarters/service building with specified numbers has been given in schedule. It may also be ensured that the specified number of staff quarters/service building are available at specified locations before quoting lump sum bid amount. **The tenderer shall inspect and assess the building to arrive at the quantities and price. No claim whatsoever will be entertained after the bid is submitted in this regard.**

4.13. The dismantling of structures should be done **under proper supervision and as per approved scheme of dismantling** showing various stages of dismantling, equipments to be used for dismantling, area likely to be affected by debris, any adjacent buildings likely to be affected and action to be taken thereof.


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4.14. Proper barricading should be done to stop access of unauthorized personnel near the dismantling area. Wherever necessary, assistance of RPF should be taken to prevent people from coming close to dismantling area. Signages warning people not to enter the danger zone should be displayed.

4.15. Proper announcement through Public Address system should be done at regular intervals to keep the on lookers away from the major dismantling affected zone wherever applicable.

4.16. The adjacent buildings likely to be affected by dismantling should also be evacuated by Railway.

5.0. Mechanical clearance

5.1. Considering the scope and nature of work involved, **mechanical clearance is preferred. But no blasting explosives shall be used.** It should be ensured that the condemned buildings to be dismantled upto the ground level.

5.2. Additional precautions are to be taken that it shall not cause any damage to adjacent structures.


5.3. The contractor should make his own transport arrangements such as power shovels, tractors, Lorries etc., at his cost for the expeditious progress of work.

5.4. The contractor shall arrange to execute the different items of work in close consultation with and as per directives of the Engineer so that other works being executed in the same area either departmentally or through another agency is not affected. It may be noted, however that any delay in execution of departmental work for whatever reasons, shall not be accepted as an excuse for slow progress and non-performance of contract.

6.0 Removal and disposal

6.1 All the released materials *except hidden RSJ and rails released during dismantling* as certified by Engineer in charge shall be moved by the contractor. While dismantling, hidden rails/RSJ are noticed, the same should be removed, stacked and handed over to Railway at nominated locations as per inventory.

6.2 The debris and rubbish etc. shall be removed at the earliest and disposed off suitably by spreading or leveling as directed by Engineer in charge. If the Engineer desires to fill up any low-lying area within Railway limit at a maximum lead of 5 km (FIVE km), then the same should be done by the contractor at no extra cost.


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6.3 **The disposal of debris etc., should not** contravene to local bye laws and other relevant laws including Pollution control Acts of the Country and the State amended from time to time. It should not cause any inconvenience to the residing public and Railway working. **The tenderer shall pay** at their own cost for such disposal of debris etc., including charges if any to be paid to local authorities in connection therewith. The tenderer/contractor shall at all times keep the Railways fully **indemnified** against any claims/damages in this regard.

6.4 **The tenderer shall comply with all applicable laws**, ordinances, rules and regulations in respect of this contract and employment of the persons provided by him shall obtain all such Municipal and other Government permits, licenses and inspections as may be necessary and shall pay at their own cost all charges in connection therewith.

6.5 No conveyance of any kind will be arranged by the Railway for the transport of the materials from the Railway premises.

6.6 The Railways shall accept no liability whatsoever for any shortage or damage, injury to person or death whatsoever both by accidents for which the purchaser shall assume full and complete responsibility and liability in law.

6.7 For the purpose of removing the materials, the tenderer may bring coolies/lorries/tractor and bullock carts into the Railway premises provided the entrance is effected only through authorized gates and opening.

6.8 The tenderer shall carry out dismantling or the removal of the materials only during day light hours under supervision of a responsible railway official entrusted with the job.


6.9 The tenderer or his/their coolies and caters shall not cut or remove or otherwise damage the Railway's fencing, cause any damage to Railway premises or property and the tenderer agrees that in the event of any damage to any portion of the Railway's fences, premises or property, he/they shall at once have the same made good to the satisfaction of the Railway's Divisional or Assistant Divisional Engineer, failing which his/their right for removal of materials will be forthwith cancelled and he/they shall have no claim in respect thereof and he/they shall be responsible for making good any loss sustained by the Railway.

6.10 At such of these places where the tenderer/contractor's vehicles are permitted to ply adjacent to the running lines, an experienced trackman will be posted to work as flagman and any movement adjacent to running lines shall be strictly under the supervision of the railway's flagman posted.

6.11 When taking away the released materials if any leading across the Railway track with in 6 metre from the centre line of track is required, it shall be done with the sufficient care. While doing the work it shall be ensured that no train services are affected.

7.0 Rate

7.1 The total bid amount thus quoted to be remitted to railways. The bid amount shall exclude cost of hidden RSJ/rails if any, all cost of labour, lead, lift, hire charges for tools and plant and machinery, fuel, consumables, safety and security measures, maintenance charges, taxes, incidental charges, etc., complete by the contractor.


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7.2 The successful bidder has to remit The Bid amount and TCS @ 1% on bid value plus GST amount within fifteen days from the date of receipt of LOA either in Demand Draft drawn in favour of Senior Divisional Finance Manager, Southern Railway, Salem or Deposit into Southern Railway Account in Funds transfer mode. If payment is not made within 15 days from the date of receipt of acceptance letter and no extension for payment is sought, the payments already done shall be forfeited. Free time allowed for payment of balance sale value reckoned from the date of acceptance of offer. Extension for payment will not be given normally and if given also it will be with interest. The rate of Interest charged on delayed payment shall be 7% (Seven per cent) above the Base rate of State Bank of India, as prevailing on the day of tender opening/acceptance of offer or on the day of the payment being made by the Bidder/Purchaser, whichever is higher. Delivery order will be issued only after realization of the Balance Sale Value (BSV).

7.3 In addition, contractor/bidder has to remit the GST at 18% on bid value to GST Authority separately. Further contractor/bidder has to remit TCS @ 1% on bid value plus GST amount to Railway's along with bid amount and other taxes as on date as applicable from time to time on bid amount.

7.4 The selected bidder, after payment of 100% of the bid amount with GST and other statutory levies **authorization** letter to dismantle the buildings will be issued. **After completion** of dismantling of specified quarters in all respects **only**, the concerned Section Engineer will issue necessary **gate passes** for taking out the released materials from the Railway premises. The contractor shall deposit Security Deposit at 10% of bid value in the form FDR drawn in favour of Sr.Divisional Finance Manager, Southern Railway, Salem with auto renewal facility. Security Deposit will be refunded to you after successful completion of work. (No interest will accrue on the security deposit amount).

7.5 Successful bidder shall indemnify and save harmless the Railway from and against all actions, charges, claim and demand of every nature and description brought or recovered against the Railway by reason of act or omission of purchaser, his agents or employees in the execution of dismantling in the guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the railway without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.


7.6 The successful tenderers are required to remit tax at the rate applicable to Tamil Nadu state along with the tender amount.

8.0 Other conditions

8.1 Southern Railway GENERAL CONDITIONS OF CONTRACT, April-2022 corrected upto date will apply to this tender cum auction.

8.2 CPWD Delhi Schedules of Rates-2021 (DSR Vol.I & Vol.II) & CPWD Specification (Vol.I & Vol.II) and Indian Railway USSOR-2021 specifications for works and materials and all other railway rules, though not generally applicable to this tender cum auction, will be the guiding principle in resolving issues or any disputes that arises, in the course of performance of contract under this tender cum auction.

8.3 Tenders may be accepted in full or in part. Railway Administration does not bind itself to accept the highest tender or any tender and that it reserves to itself the right to reject or accept


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any tender without assigning any reasons.

8.4 The tenderer shall not sublet, assign or resell the right to dismantle. If this is detected then the contract will be cancelled and the amount paid in full will be forfeited.

8.5 The quantities specified in the annexure are only approximate and the Railway does not bind itself to the surrender of the quantity as stated. It is open to the tenderers to inspect the buildings and no claim whatsoever on this account will be entertained.

8.6 TIME SCHEDULE

8.6.1. The dismantlement work shall **commence within seven days** of issue of authorization to dismantle.

8.6.2 The work shall be completed within the time given. All the buildings specified in the tender schedule are to be removed from the site within the specified periods from the date of acceptance of tender.

8.6.3 The entire work including clearing of site and all other incidental activities thereof shall be completed within the time specified. The contract will stand cancelled if the materials are not removed before the specified date. Thereafter the materials will be the property of the Railway.

8.7. Attention is drawn to the tenderers that if any time extension is required, it shall be applied well in advance as per clause 17 of General Conditions of Contract. It will be considered on the merits by the Divisional Railway Manager/works/Salem and orders issued thereon.

8.8 The tenderers who desirous to have any clarification may at their discretion contact the concerned Assistant Divisional Engineer on any working day.

8.9 Seeking permit for transportation will be the responsibility of the successful bidder. However, the Railway will issue necessary authorization for this purpose.

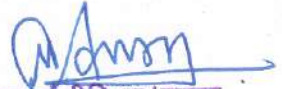
8.10 All refunds due to the bidder will be arranged by cheque/online by Divisional Railway Manager/works/Salem and will be issued by the Senior Divisional Finance Manager/Salem.

8.11 The successful bidder shall execute **an agreement** with the Administration. The cost of stamp duty shall be borne by the Railway.

8.12 Permission will be given by the Railways to the bidder for putting up temporary thatched shed for stay of their workmen who are engaged in dismantling buildings in Railway area.

8.13 Since the safety of the track/colony and public are involved, the dismantling of building and loading into lorry for transportation will be jointly witnessed by the representatives of both Railways and contractor. The **Railway representatives** shall consist of officials **from the Engineering, Accounts and Security department of the Railway Administration.**

8.14 Bidder shall provide identity cards to the workers who are involved in the dismantling of the building.


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8.15 In all questions of difference whatsoever which may at any time here after arise between the tenderer and the Railway or its representatives, the decision of the Divisional Railway Manager/Tiruchchirappalli shall be final and binding. Any further remedy is only available through arbitration.

8.16 Arbitration clause:

In the event of disputes between the bidder/contractor and the Railway in this contract, the matter may be referred to arbitration as per General Conditions of Contract of the Southern Railway.

8.17 Antilarval works:

The contractor is responsible for antilarval work at his cost during dismantling as may be prescribed by the Engineer on the advise of the Railway Medical Authorities and where use of insecticides is involved, it shall be done in accordance with the provision of the act and rules in this behalf at the cost of the contractor who shall also be solely responsible for any acts of omissions under the provision of the aforesaid rules.

8.18 Observance of bonded labour system (Abolition) Ordinance 1975.

The bonded labour system (Abolition) ordinance 1975 would apply to the present contract; the contractor shall duly observe the provisions thereof.

8.19 If the contractor is a co-operative labour contract society/vendors co-operative society there shall be no element of contract or ex-contractor necessitating with the society as an office bearer.


8.20 In case of breach of the above provisions, the Railway reserves its right to terminate the contract with the society at any time without assigning any reasons after giving notice for a month to the society.

8.21 Observance of Migrant Labour Act 1978

The contractor shall obtain a license under the interstate migrant workmen (Regulation of employment and conditions of services Act 1979) from the Assistant labour commissioner (central) concerned if he has to employ five or more migrant workmen for the execution of the work.

8.22 The contractor should arrange to dismantle on the entire items in each building as listed vide Annexure in a systematic manner and not adopt each building pick and choose policy.


8.23 The civil court having ordinary original jurisdiction over the concerned area shall also have exclusive jurisdiction in regard to all claims in respect of the contract whatever nature.


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ANNEXURE – C

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.


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10. The driver of the vehicles shall always face the track when reversing the vehicles and wherever cannot face the track for whatever 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 lookout 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 alongside 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.



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Special Conditions
for
Housekeeping, 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 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, the actual cost of removal of debris by Railway if any will be paid by the contractor. 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 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.


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