

### **SPECIAL CONDITIONS**

De-silting and Dewatering of collection pits, drains and subway portion of RUB's in DEN/NORTH /GNT's Jurisdiction.

#### **Brief nature of work :**

1. Clearance of silt from percolation pits and drains.
2. Dewatering with contractor's diesel pump sets at all RUBs in DEN/NORTH/GNT section.

#### **Tender Schedule :**

The works included in the tender/contract shall be executed in connection with to drainage arrangements at subways. The work has to be carried out duly ensuring safe passage of Road/Rail traffic nearby during the period of contract.

Contractor has to take full responsibility of any damage to men or materials to the Rail and Road users, public structures or Railway structures on account of his negligence or unsound practices. The contractor has to follow the instructions of the Engineer-in-charge in this regard in all aspects. Additional costs if any in ensuring the above is deemed to have known as per the site conditions in quoting the rates.

The tender consists of following schedules –

1. List of items of works that are covered by USSOR ' 2021 of S.C.Railway(General Items )

#### **Details of works to be carried out and special conditions :**

1. Providing and fixing contractor's own 2.5 / 5 / 10 HP diesel pump sets( as instructions of Engineer In charge) in good working condition along with pump operators, all consumables etc at all RUB locations. All consumables like diesel oil, engine oil/lube oil etc., shall be arranged by the contractor own cost , well in advance for running the pump sets as required.
2. The pump sets should be fixed at non - infringing location. The contractor should transport the pump sets to required location at his own cost.
3. The contractor should ensure that the pump sets are always in good working condition. The safety of pumps sets against theft should be ensured by the contractor. Railway is in no way responsible for theft of pump sets.
4. In case if any pump fails to work, the same should be repaired immediately. In case if any

pump do not work for more than 2 hours in a day, penalty of Rs. 500/pump/day shall be imposed for each such day. In case if the pump is irreparable, the same should be replaced with new one.

5. The contractor should supply and fix, 2 nos. Suitable HP diesel pumpsets (as instructions of Engineer in charge) in working condition at each RUB location. The pumps should be able to work 24 hours of the day ( as and when required as instruction of Engineer In charge) and for throughout the year(Validity for one year).
6. All works should be done as per standard specifications. All Specifications reference codes, manuals pertaining to items of IR USSOR i.e., has to be followed for all items of works of IR USSOR.
7. Lighting if required at site should be arranged by the contractor at his own cost.
8. Safety of contractor's labour is the sole responsibility of the contractor. He should make his workmen familiar with safety precautions to be observed while working in close vicinity of Railway track. They should also be cautioned against poisonous insects at site.
9. All repairs and maintenance of pump sets should be done by the contractor at his own cost. Shelter , if required at site should be provided by the contractor at his own cost.
10. Log book should be maintained at all RUB locations and pump working hours should be clearly recorded in the same.
11. Information regarding stagnation of water at nominated RUBs and time of clearance of the water should be informed to concerned SSE/Works regularly and necessary action should be taken as advised by the engineer- in charge.
12. The quantities shown in schedule are only approximate and are intended for the guidance of the tenderer/contractor. The Tenderer/Contractor may be asked to execute more or less quantities shown therein at required locations and it will be as directed by the Engineer-in-charge.
13. Payment will be made for the actual quantity executed. No advance payment shall be paid for any item of work.
14. The work is to be done in Electrified Territory and hence all necessary safety precautions are to be undertaken by the contractor while carrying out the works. The railway administration will not be responsible for safety of labour engaged by the contractor and Railway shall not pay any compensation for the loss of human life or injury sustained to the labour engaged

by the contractor for the work.

15. The work should be carried out in all respects as per the approved drawing/specifications and as per the revised drawing/specification supplied from time to time and as per the relevant IRS/BIS specification.

**Special Note : Any RUB is noticed by water stagnation under DEN/NORTH/Section , dewatering shall be completed within 2 to 3 Hrs only and make fit for road users. Accordingly HP diesel pump sets / Generator sets shall be planned. If the depth of water is greater than 2ft and dewatering is not completed with in the specified time all safety precautions shall be borne by Contractor his own cost by providing stationary watchmen, barricading etc for ensuring safety of road users**

**SAFE WORKING METHODS :**

1. The contractor shall, at all times, adopt such safe methods of works as will ensure safety of structures, equipment and labour. If at any time the Railway finds the safety arrangements inadequate or unsafe, the contractor shall take immediate corrective action as directed by the Railway's representative at site. Any dereliction in the matter shall no way absolve the contractor of his sole responsibility to adopt safe working methods. Engineer-in-charge may impose any other condition necessary for a particular work or site. No child labour will be allowed to work in any of the work under this contract.
2. The contractor shall not start any work without the advice of railway supervisor.
3. Wherever the road vehicles and/or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the Railway's schedule of dimensions. For this purpose the area where road vehicles and/or machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning/reversal of road vehicles/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.
4. The look out and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flagmen/detonators shall be provided where necessary for protection of trains.
5. The supervisor/workmen should be counseled about safety measures. A competency

certificate to the contractor's supervisors shall be issued by ADEN which will be valid only for the work for which it has been issued.

**POWER SUPPLY:**

Any electric supply required at site for whatsoever purpose shall be arranged by the contractor at his own cost. The contractor/s shall make his own arrangements for electric power supply installation of diesel generator sets etc., as required for the work at his own cost and rates quoted shall include the cost of providing such electric supply arrangements required for the work.

**HIRE OF TOOLS, PLANT & MACHINERY:**

The contractor shall make his own arrangements for all plant, machinery, equipment and tools, including spare parts fuel and consumable stores and all labour required to ensure efficient and methodical execution of work. The quoted rate shall be deemed to be inclusive of all charges for such items.

**NIGHT WORK**

Contractor's attention is drawn to clause 23 of the general conditions of contract ' July 2020 which stipulates that no work shall be carried out between sunset and sunrise without prior permission by the Engineer. But, If the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the contractor/s to carryout the works even at night without conferring any right on the contractor for claiming any extra payment for the same. All arrangements in this connection shall be made by the contractor at his own cost.

**STEPS TO BE TAKEN IN ORDER TO AVOID DAMAGES TO RAILWAY INSTALLATIONS / RAILWAY TRAFFIC:**

The contractor shall see that no damage is caused to Railway's signaling and transmission wires, stations, installations, communication lines, electric devices, trains of any kind, fencing, as well as any rolling stock and in general to all Railway installations and equipment. In case any damage is caused to these due to the fault of the contractor or on the part of any one on his behalf, all repairs there under required will be carried out by the Railway at the entire cost of the contractor and the amount of expenses thus incurred will be recovered from the payment due to him. However if any shifting of over head alignment or under ground cable / pipes etc. is required the cost of the same will be borne by Railway. The contractor shall plan and execute the work in such a way as to ensure that no disruption or damage / distortion is caused to Railway track / Railway communication / power lines resulting in disruption / danger to traffic and the

cost of damage caused to the Railway's property or death / injury caused to Railway's personal / public will be recovered from the contractor against this work or any other work / works being executed by the firm under Railway or under any Government Department.

**Liability of Contractor(s) - Any damage sustained by Railways during accidents etc., caused due to contractor(s) failures, fault or negligence:**

Railway will post an Engineer-in-charge who may be SSE/SE/JE or Supervisor of any grade at site for Technical Supervision of the work. This Engineer-in-charge will be responsible for safety of the traffic. The work shall be executed by the contractor in a workman like manner to the satisfaction of the Engineer-in-charge. The contractor and his labour shall be guided by the instructions of the Engineer-in-charge. In the event of any accident occurring at the work site and it is established during the departmental enquiry by the Railway or by statutory enquiry of CRS, that the accident occurred wholly or partly due to any actant amounting to negligence on the part of the contractor or his labour in not adhering to the instructions of the engineer-in-charge, the contractor shall render himself liable for damages and also legal prosecution if loss of life is involved

**EMERGENCY WORKS**

In the event of any accident or failure occurring in or around the work or arising out of or in connection with the construction or maintenance of the works which in the opinion of the engineer requires immediate attention, the railway may bring its own workmen or other agency to execute or partly execute the necessary work or carryout repairs if the engineer considers that the contractors is/are not in a position to do so in time and charge the cost thereof as to be determined by the Engineer-in-charge to the contractor.

**MAINTENANCE:**

All works shall be maintained by the contractor for a period of 36 months from the certified date of completion of the whole work as covered by the contract.

**SERVICE ROADS:**

The contractor will be permitted make use of existing service roads if any free of cost. New service roads required by the contractor in connection with the work either near the work site or elsewhere within or outside Railway limits for carriage of materials or for any other purpose what so ever will have to be constructed and maintained by the contractor at his cost. For the purpose construction of service roads on Railway land if required for above work, temporary permission will be given to the contractor at Railway's discretion free of any charges.

**Seignorage and other charges :**

Seignorage charges payable to the government as fixed by the government of A.P and as revised from time to time during the currency of the contract will be recovered by the railway from the contractor's on account and final bills and remitted to government of A.P. Claims regarding revision of seignorage charges and consequently enhancement of the accepted rate will not be entertained. This is in accordance with S.C.Railways engineering standing order no.10 dated 21-01-2000. Contractor should note this.