

ADDITIONAL SPECIAL CONDITIONS OF THE CONTRACT (PART-A)

- 1) The contract shall be governed by GCC & Standard Specification laid down in relevant paras of I.R.P.W.Manual. All provision contained in general notes of SSR 2007 and chapter notes of chapter No.18 & 21 of SSR and USSOR 2021 shall be applicable.
- 2) For the purpose of loading, unloading, carriage, preparatory works separate items are provided in the schedule. The Railway reserves the right to offer the ballast already available on cess or that which will become available to the Railway from other sources at any of the depots.
- 3) At places where the formation consists of two lines, the formation will have to be attended to upto the centre of two lines. In case track centers are wider and there is separate ballast profile for up and down line the cess on centre side will be attended for a width of 3.1m from centre of track.
- 4) The contractor will have to attend to the track so as to pick up all sags and variations in the track parameters and also ensure the minimum cushion specified before the track is finally taken over by the Railway. The track will be taken over by the Railway only after all operations are completed to the entire satisfaction of the Engineer. The ballast will be run out as per Item No. 084040 & 084050 and the ballast profile after second packing shall be fully boxed.
- 5) The contractor will be required to maintain the track for a period of not less than 10 days after the second/final packing, lifting and adjusting track parameters at his own cost and ensure minimum cushion specified the track will be taken over after joint measurement by the Railways and contractor's representative. There shall be no variation in track parameters beyond the limits prescribed elsewhere in tender documents at the time of taken over on 3M stations. The alignment on straight and on curves shall be attended to as directed by the Engineer to shift the site conditions at the time of taking over of the track, which shall not be earlier than 25 days from the date of insertion of sleepers and the contractor will have to maintain the track to the above tolerances after 2nd packing till taking over.
- 6) The description and scope shall form integral part of the contract and have the same effects as special and general conditions of the contract in regulating and controlling the operation of the contract. The cushion specified in the MS items will be measured from the bottom edge of MBC sleepers. This specified cushion is the Min. to be provided and due to formation slope the cushion will go on increasing linearly along the length of sleepers. However, for checking the operation of item the cushion will be measured at the highest point in the formation profile.
- 7) The items of transportation of sleepers and rail prescribes that material is to be carted to place and locations as specified. It will be necessary that the material is stacked only to the side of sidings where empty wagons can be placed in this respect the location as approved under the signature of Engineer-Incharge will be binding and any loading location given by site representative will not be final. hence the contractor should act as per approved sketch duly signed by Engineer-Incharge.
- 8) The time of completion has relevance only for cent percent completion of all ancillary items. However the actual progress of TSR and deep screening which is the main component will be governed by prescribed monthly progress given under terms of payment and penalties and time allowance.
- 9) Manual Deep screening of ballast will include the following items of works:
 - a) Removing entire stone ballast including muck lying on the track between and under the sleepers and on the shoulders. The depth below the bottom on the sleepers upto which the ballast and the muck should be dug up is indicated in the description of USSOR 2021 item.
 - b) Screening the ballast with inclined screens of approved design to separate the clean ballast from muck, putting back clean ballast into the track and disposing of the muck as much as

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directed by the Engineer-Incharge use of wire buckets is totally prohibited. The muck must be used for cess and slope repairs whereas necessary as directed by Engineer-Incharge but should not be dumped on slope of cuttings or inside drains and catch water drains. Muck will be defined as passing through 25mm * sieve. The size of opening of the inclined used for manual deep screening shall be 25mm with inclination of the screen being approx. 60 degree with the horizontal vide GM(W) W.C.Rly JBPs C.S.No. WCR-JBP/W-HQ/Ballast Dated 17.7.2003.

- c) Adequate number of wooden blocks of size 45x25x13cms to support the track for passing trains while the work is in progress shall be provided. These blocks shall be utilized on the length taken up for screening. No sleeper will be left unsupported at any stage. Those blockings will be arranged by contractor at his own.
 - d) Alignment leveling the track and through packing underneath with the screened ballast adequately so as to pass trains at the given Speed Restriction. These work shall be completed on the first day for the length taken up for screening.
- 10) Spreading and boxing of ballast will include the following items of works:
- a) Pulling all the ballast on the formation on to the track by ballast rakes and boxing to approved profile as proper complete and dog lines should be used. The width at the shoulder should be as directed by the Engineer-Incharge or his Representative which will normally be not less than 3.51 meters not more than 3.84 for B.G.
 - b) No ballast should be wasted on the slopes of banks or in cuttings all ballast from the slopes should be picked up and put in the track as directed by the Engineer-Incharge or his Representative.
 - c) Repairs to cess should be carried out with muck removed after screening. The cess should be leveled and dressed to specified slope, depth and profile.
- 11) The works should be executed in a workman like manner to the satisfaction of the Engineer-Incharge or his Representative. The contractor will be responsible for the safety of traffic that moves on the opened up track.
- 12) Tenderers are advised to see the site of work by contacting JE/SSE/P.Way or his representative.
- 13) Quantity shown in schedules are approx. subject to variations as per rule.
- 14) All general conditions of contract will be applicable.
- 15) All tools and plants will have to be arranged by the contractor.
- 16) Railways land will be made available for contractor's labour during execution of work and after completion of work labour shall be removed from the railway land.

HANDINGOVER AND TAKINGOVER CERTIFICATE

This is to certify that we have jointly inspected and taken measurement of the track from Km..... to The track measurement and the longitudinal level have been achieved as per predetermined longitudinal level have the parameters of the track are within the permissible limits as per provisions of para of C.A.No.....and are at Annexure 'I'. It is certified that all items of works as per items of schedule and those stipulated in the scope description, special conditions, general conditions and tender conditions have been completed and complied with.

Contractor

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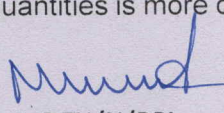
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ADDITIONAL SPECIAL CONDITIONS OF THE CONTRACT (PART-B)

1. The contractor will have to organize the work duly taking into consideration the limited and uncertain blocks for running material train as per the availability as well as cancellation of blocks and material trains for reasons what so ever, restricted working space load, lift/descent involved in leading out of new/released materials ballast etc. and achieve the specified progress every month and completed the entire work within the stipulated completion time.
2. The tenderer must survey and study the site conditions, locations where the new sleepers have been unloaded and materials are available or the sections where the released materials are required to be stacked and handed over to the railways and other conditions which are likely to interfere with the work during execution before tendering for the work.
3. During the execution, the contractor will have to lift and shift any materials like rails, sleepers ballasts etc. lying at site which are likely to interfere with this work at his own cost and no claims for extra payment will be made.
4. Final rail level will be marked either on electric post or on cess or in between two tracks on double line giving due consideration to existing sags and obligatory points. At any point such a combination of deep screening and lifting of track is to be followed so that a total minimum clean cushion as specified below the bottom of sleeper is achieved as directed by the Engineer.
5. The new MBC sleepers will be unloaded along the track, the rate for insertion of new sleepers includes picking up, new MBC sleepers on "as is where is" basis leading them to the site of work including all lead, lift/descent crossing of track and no offer with condition stipulating fixed lead will be considered. Railway will not do any leading out as long as in every hectometer 140-170 sleepers (1/10th of kilometer wise requirement +/-10%) are available. This means that most of the sleepers would have been lying within a range of 50M and covered by free lead of the MS items. Similarly in case of sleeper unloading by contractor the same should be done systematically.
6. For any delay caused by not arranging wagons hoppers/traffic block cancellation of block, no claim/compensation will be entertained. Only corresponding extension will be granted, if justified, otherwise.
7. The loading of released materials in Railway's material train in limited traffic block will have to be arranged by the contractor. The contractor should arrange for adequate no. of labours, tools and plants so as to effectively load the released material within the limited traffic block for inadequate traffic block due to any reasons, no claim/compensation will be entertained and only due extension of time will be granted.
8. The intending tenderers are advised to inspect the site of work make themselves fully conversant with the working condition before tendering for the work.
9. The contractor will arrange his own tools and equipment to carry out the work. No tools/equipment will normally be arranged by the Railways and the tenderer should quote the rate accordingly. The Railway may consider issue of tools to the extent available without any commitment. In such cases fixed sum equivalent 10% of the cost of tool/per month will be recovered towards wear and tears irrespective of number of days the tool is used. The contractor will be required to arrange inclined screens. In case, the contractor fails to return the tools/equipments recovery will be made on all inclusive cost at the rate 1.5 time the books value of the tools.
10. Bonded labour system (Abolition) Ordinance, 75 would be observed strictly.
11. The quantities given in the schedule approximate and may vary to the extent of 25%. If the variation in quantities is more or if any non-schedule items is to be operated action will


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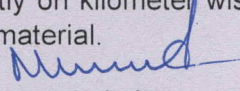

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be taken as per general conditions of contract which have in the contract or the contractor relieved of the contract at the discretion of the Railway.

12. The order book and progress report register and inspection register shall be maintained at respective sites wherein orders given by the Railway official shall be entered and acknowledged by the contractor or contractor's authorised representative. In progress report register daily progress of completed works as per items in schedule shall be recorded with signature of Railways representative and the contractor or his authorised representative.
13. The various through packing should proceed as per details given in IRPWM.
14. The contractor shall employ and post at site and ensure presence of a technical supervisor who should adequately competent and well experienced in execution of permanent way works. The particulars of the supervisor proposed to be employed should be quoted in the tender offer, failing which the offer is liable to be rejected. During the course of execution of work if in the opinion of the Engineer-Incharge the Supervisor is found not capable of supervising the work correctly and closure safety, he should be forthwith replaced by the contractor. In this matter the decision of the Engineer-Incharge will be final and binding on the contractor.
15. No work on the track should be done unless and until the contractor's competent technical supervisor and the Railway's technical representative nominated by the Engineer-Incharge are present at site.
16. Necessary safety gears including retro-reflective jackets should be compulsory for the workers while working on the track. In the case of non-compliance of the instruction a penalty of Rs. 500/- per instance will be imposed.
17. The contractor may be required to stop the work during the rain fall or any other exigencies and no claim or compensation will be allowed by the Railway.
18. The speed restriction boards will be provided by the Railway as required under rules.
19. The decision of the Assistant Engineer as regard to whether a particular round of through packing has been carried out properly or not is final and the contractor shall make good his default without any extra payment by the Railway.
20. The contractor will have to do deep screening and TSR for the entire length of the track is mentioned in the schedule. The rates quoted by the contractor shall be inclusive for all special characteristics of track in that length i.e. curves on gradients, on banks or cuttings, tunnel etc. No extra payment will be made to the contractor on any account and all the works incidental to deep screening, TSR will be done by the contractor with his labour and tools. The contractor will be required to provide uniform slope of 1 in 30 from centre on either side or through out on one side as directed by the Engineer for the entire formation so as to drain of water from the ballast section.
21. Relevant provision of P.Way manuals and deep screening circular shall be observed by the contract at all times.
22. As and when sags occur or parameters go beyond limits in between two through packings the same shall be attended to by the contractor with his tools and labour. No extra payment be made on this account. The rates of various through packings shall be inclusive of such works.
23. The contractor shall neatly keep all released sleepers and fittings in good condition and thereafter transport the same to specified locations. Due entries should be made in the site account register every day. Any deficiency of material in track should be brought to the notice of PWI before the work is taken in hand by the contractor and entry should be made in the Register under joint signature. Before commencement of work the fittings shall be counted jointly on kilometer wise basis and this record shall form basis for all future transactions of material.


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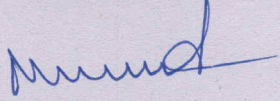

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24. While carrying out the work, the contractor shall ensure that none of the materials/ballast/muck should caused/obstruction to rolling stock.
25. The working periods will normally be 8.00 Hrs to 17.00 hrs if any change in working hour is desired prior approval of Engineer-Incharge or his Representative shall be taken.
26. In case there is delay in rectifying the defects in packing as per time schedule and obtaining track parameters, Engineer-Incharge or his Representative would be free to get the defects rectified by what so ever means he deems fit and recover the departmental cost from the amount due in this contract or any other contract.
27. If any unsafe working is resorted by the contractor, the Railway Supervisor would be free to stop further works and the claim or compensation will not be paid for the stoppage of work.
28. The Railway Administration reserves the right to operate fully or partly or delete any items or items of the contract schedule as required.
29. The contractor shall be responsible for interval work at his cost during the progress of work as may be prescribed by the Engineer on the advise of the Railway Medical Authority and where the use of insecticides is involved, it shall be done in accordance with the provision of relevant act and rules at his cost. The contractor shall be solely responsible for any acts or omission under the provision of the aforesaid rules.
30. Sales Tax, Royalty fees and octroi duties if any be payable under the state Govt. Sales Tax act or local bodies Act for rules on any of the materials that may be used or supplied by the contractor will be payable by the contractor. The Railway will neither pay the taxes or duties not be bound to compensate the contractor for any amounts paid by way of those taxes or duties.
31. All materials issued by the Railway free of cost will be used by the contractor solely for this work in such quantities as indicated in the schedule or in the relevant specification where on by the Engineer- Incharge. Wastage or damages to such materials in any manner shall totally be avoided. If any quantity of any material is consumed in excess or is wasted or damaged or lost otherwise not satisfactorily utilised or accounted for recovery will be made from the contractor. The contractor will arrange for safe custody of material supplied to him and arrange for posting of necessary watchman as required. In case of any loss of material the Railway is entitled to recover the cost at the rate of original purchase rate/market rate whichever is higher plus codal chages. No compensation shall be payable to the contractor if the work cannot be done due to non-availability of traffic block sudden rains or any other reason what so ever. The contractor should take into account the probability of labour utilisation depending on the traffic density of the section and quote his rates accordingly.
32. Material liable to breakage or damage by being dropped show shall be loaded carefully by hand or other suitable means. All materials shall, after unloading be stacked sufficiently clear of the track or the road as the case may be and in the former case, shall remain without any possibility of infringing the minimum fixed structure dimensions. Materials shall also not be unloaded or stacked over signal wires, cables or other gear or any such items to avoid interference to the existing running lines.
33. The work shall be maintained by the contractor after final packing for minimum period of 10 days after such packing and he will make good defects which may appear during the period of maintenance at his own cost. The recording of track parameters for purpose of payment for 1st packing will be on 3rd day morning after the packing and similarly for the second packing also.
34. In the event of any reduction in the quantity to be executed for any reasons whatsoever the contractor shall be paid only for the actual amount of work done.


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35. The contractor shall carryout the work in such a manner so as to avoid any inconvenience and or disturbance to Railway working and to the public using the Railway's premises and he will adjust his program of work accordingly in consultation with the Engineer.
36. The work should be carried out without any interference to the normal working of the Railway track and structures. The contractor will be responsible for any loss or damage to Railway or other public property if it occurs during the course of execution and the Railway reserves the right to have the damages made good by the contractor.
37. The Railway will not provide any new service roads for the movement of contractors vehicles, however existing service roads made by the Railway the movement of departmental vehicles can be used by the contractor. The Railway however reserves the right to make use of these roads, formed and maintained by the contractor as and when necessary without any payment to the contractor.
38. The contractor shall engage the required number of qualified and well experienced men who are conversant in deep screening of ballast and packing of track. Minimum of two technical supervisors shall be posted for taking care of deep screening and packing operation respectively. In case of default the Railway shall be entitled to recover Rs.20000/- per month per supervisor in addition to stoppage of work if considered necessary.
39. The contractor must ensure the safety of the labour engaged by him while crossing the track during the course of work. The contractor will be responsible for any injury sustained by the labour during any accident. It is expected that the contractor shall take out a group Insurance Policy for his labour to take care of such eventualities.
40. It shall be the responsibility of the contractor to keep in safe custody any Railway material issued for the work. The contractor shall at his own expense provide suitable temporary sheds for this purpose on the Railway land made available by the Railway free of rent and shall remove the shed(s) when no longer required in the terms of general conditions of contract and handover peaceful possession of the vacant land.
41. The contractor may take his own arrangements for keeping a sharp look out for trains approaching the work spot and warning the labour working on the track sufficiently in advance in addition to Railway's watchman and lookout men.
42. The work will be permitted to be done on stages. The main stage will comprise of deep screening and insertion of sleepers in the track with/without lifting track and the second main stage will comprise of further insertion of ballast and lift the track wherever necessary to final rail level. The first main stage will be done in two patches at a time in each rails length involving insertion under three or four consecutive sleepers in each patch, near the joint where sleeper spacing is less and two, three or four consecutive sleepers in each patch in the rest of rail length. The second main stage will be done in lifts nor more than 50mm at a 3 time over a continuous length final levels will be indicated by the Inspector Incharge. It will be incumbent upon the contractor to provide or longitudinal level run of not more than 1 in 360 and not less than 1 in 720 or as directed by the Engineer at site.
43. The contractor shall be bound to correctly make over and handover new as well as released material to the Engineer-Incharge or his Representative with proper acknowledgements.
44. Repairing/widening to cess should be carriedout with the muck removed after screening. The cess should be leveled and dressed to approved profiles. Rates are inclusive of such repairs/widening of cess and dressing of cess/bank slope.
45. In all the cases the work shall be carried out under supervision of competent Railway Official. Speed restrictions as required for a safety of traffic will be arranged for by the Engineer-Incharge. No work on the track should be commenced until the Permanent Way Inspector of the Railways has imposed the speed restrictions and erected speed indication

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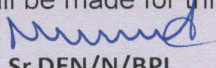
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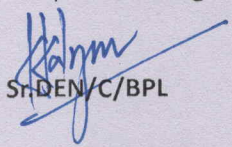
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boards and the contractor so advised. After speed restriction is imposed, the contractor shall progress with the work in a systematic manner, keeping the following considerations in view. Long length of track under speed restriction should be avoided. The total length of speed restriction will be decided by the Engineer and shall not be more than 1000m. Railway reserves the right to stop contractor's work after taking into account overall speed restriction affecting Railway operation and no claims for compensation will be allowed except extension time. These arrangements can also be done as per relevant Items of Tender schedule.

46. The works should be executed in a workman like manner to the satisfaction of the Engineer Incharge or his Representative. the contractor will be primarily responsible for the safety of traffic that moves on the opened up track, not with standing the presence of Railways supervisory staff at site. The length of track and location of work to be tackled will be decided by the Engineer-Incharge or his representative at site, which will be binding on to the contractor. The length so opened or started for tackling must be attended thoroughly till last operation before noon meal time and or at the end of day's work.
47. In the event of any accident at the site of work spot departmental enquiry will be held by the Railway. It is established that the accident occurred wholly or partially due to any negligence on the part of contractor suitable action will be taken against the contractor by Sr.Divisional Engineer and may be disqualified for award of any contract in future. In addition to legal action by police for negligence and causing danger to public safety/ Railway may forfeit either security deposit of the contractor irrespective of actual damage or losses to the Railway to make good direct and indirect losses arising out of such accidents and Sr.DEN's /DEN's decision shall be final and binding in this regard.
48. Since the work shall have to be carried out under traffic the contractor shall make his own arrangements for the safety of his labours and the Railway shall stand indemnified against any claims and compensation whatsoever due to injury and/or death of any of his labourers or any other losses damages to any person property or party. In case of any accident or Emergency on Railways, Railway reserves the right to deploy the contractor labour being the principal employer by stopping the contractors works for that emergency by making usual payment.
49. The contractor shall arrange for lookout man in addition to Railway's arrangements for protection to warn the contractor labours of any approaching train. No compensation will be paid by Railway in case of injury of death to contractor's labour and the contractor shall indemnify the Railway's of any responsibility in regard to his supervisors and labours.
50. No ballast should be wasted or left on the slope of bank or in cutting or on cess. All the ballast should be picked up and put in the track, as directed by the Engineer-Incharge. In case it is found that ballast is wasted, such quantities will be assessed by the Railway and cost recovered at the prevailing rate of supply in that section.
 - i) If any unsafe working is resorted by contractor, Railway Supervisor would be free to stop further work and contractor will have no claim for compensation due to stoppage of unsafe working.
 - ii) In case there is delay or any defects in carrying out any operation by contractor, Railway supervisor would be free to deploy Railway labour as required and suitable recovery shall be made from contractor bills equivalent to departmental cost. The same condition will be applicable the contractor's labour leaves the job unfinished and it is considered necessary go to attend the job by Railway's labour in the interest of safety.
51. In case of loading/unloading from Railway wagons all commercial formalities shall be observed. All demurrage, wharfage charges occurring due to neglect of contractor will be recovered from outstanding bill of contractor.
52. The contractor will be required to stop deep screening work during rain fall and no compensation will be made for this.


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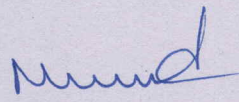

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53. 25mm sieves (size of the holes) will be used for screening the ballast. The size of opening of the inclined used for manual deep screening shall be 25mm with inclination of the screen being approx. 60 with the horizontal vide GM(W) W.C.Rly JBP's C.S.No. WCR-JBP/W-HQ/Ballast Dated 17.7.2003. Muck will be defined as material passing through this sieves.
54. No ballast will be wasted on the slopes of banks or in cuttings. All ballast from the slopes shall be picked up and put in the track as directed by Engineer. This muck will be thrown sufficiently away from cutting.
55. Contractor will also indemnify for the loss due to train accident at site to an amount of loss incurred by the Railway, if the accident is due to the negligence of the contractor.
56. For item 026080 of SSR/2007, the retro reflective Engineering indicator boards should be of brand 3M or Avery Dennison only, and to be supplied alongwith proper bill/ authorisation from OEM or authorised dealer authenticating that the retro reflective material used is genuine. Payment of bill for this item shall be subjected to the bill/authorisation submitted.

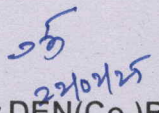
NOTE: In case any dispute arising out of the wording/punctuation and/or any typographical error in the USSOR-2021, the same will be corrected with reference to the original manuscript copy of the USSOR-2021 in the custody of the Principal Chief Engineer, West Central Railway. The decision of Railway Administration will be final in this regard.


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