

**ADDITIONAL SPECIAL CONDITIONS OF CONTRACT FOR TSR, CTR, DEEP SCREENING**

- (A) BALLAST:
- i) The contractor who has been entrusted with the work of CTR, TSR, Deep screening shall also have to unload the ballast at the site of work at the quoted rates on terms and conditions of contractor given below 1 (i) 1(v).
- (ii) The contractor shall arrange sufficient labour of his working men at site or otherwise for unloading the ballast for which 24 hrs. prior notice to make preparation; shall be given by supervisor to contractor or his representative in writings.
- (iii) The entries load of 72 wagons or equivalent of any description or less as offered; shall be unloaded by the contractor within an effective block of 4 hrs. (in one spells or several spells) see below-
- (iv) In the event of contractor's failures to empty the whole rake of ballast so offered within the stipulated effected block of 4hrs. as in clause I (iii) above; he shall be liable to the following penalty.
- (a) Rs. 20/- per wagon of any description which remains partly or fully loaded after the first effective block of 4 hrs. or in the event of refused to avail the offered block.
- (b) After imposing the penalty of Rs. 20/- per wagon as mentioned in clause I (iv)(a) contractor will be offered another effective block of 2 hrs. (in one or several spells) for unloading the balance wagons. On the expiry of 2nd two-hours effective block, if still the wagons remain partly or fully loaded, then penalty of Rs. 50/- per such wagons will be imposed and the balance ballast will be got unloaded through another agency or departmentally at the risk and cost of the contractor.
- (v) The contractor shall be responsible for removing the ballast Jam heaps from near the track so as to ensure smooth and safe movement of ballast train and subsequent trains as directed by the incharge at site.
- (vi) In case of non-availability of blocks for unloading of ballast due to any reasons Rly. Shall not be liable to pay any compensation/damages to the contractor.
- (B) DAILY PROGRESS OF WORK ITS & FORTNIGHTLY ASSESSMENT:
1. (i) The progress of work be at least 0.1 Km per day.
- (ii) **The progress of work shall be reviewed each 15 days, hence onward called at fortnight from**

**date of commencement of work. The contractor shall employ sufficient labour on each**

**operation, so that he is not compelled to divert the lab. From one to another operation, such that the operation where labour is withdrawn suffers on account of such withdrawal.**

**Exception shall be only for unloading ballast.**

- (iii) The first fortnight after the date of commencement of the work shall be treated as a freelead fortnight to make preparations and to pickup the desired progress.
- (iv) From the second fortnight the progress of each operation viz CTR TSR Deep Screening the Kutche packing at item 1 & 2 of the schedule or rates and first, second third and fourth packing at item A, B, C of the schedule of rates shall be at least 1.5 Km. per fortnight.  
In arrear these of that the following penalty shall be imposed on the contractor which shall be recovered from his dues towards the Railway.
- (a) 10% of the cost of each operation in arrear of the stipulated progress of 1.5 Km. per fortnight as per clause 2 (iv) above.
- (b) The contractor shall not be entitled to any claims on account of non supply of ballast. However if the progress is not upto the stipulation for want of speed restrictions the sufferance for the period the speed restrictions was not obtained at the desired location shall be deducted from the arrear length to be penalized 0.1 Km. a day only for TSR, RR deep screening and kuchcha packing at time 1-2 of

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the schedule of rates for the days the speed restriction could not be imposed at suitable side. For other operations like first second, third and forth packing at items 3, a b,c & d of the schedule of rates no such relaxation shall be given.

- (c) EMERGENCY ; In the event of the contractor and/or his labour deserting the work in unsafe conditions, the supervisor shall immediately employ the departmental labour under, written advice to the site representative of the contractor or telegraphic advice to the contractor at his specified address. In case no representative is available and got the track restored to safe condition. The cost of such labour shall be recovered from contractors dues without any notice to him.
5. Permi to the work should be given to the contractor by PWI/3 incharge daily at the site of work. The competency of the supervisor engaged this contract should be approved by the Deptt. and they should be in possession of certificate to this office while supervising P. Way works.

NOTE :- Respectively to bring certificate from the office other than Moradabad division where the lump sum earnest money of the contractor exist lies with the tenders within 3 days of opening of tender failing which his tender will not be considered.

**SPECIAL CONDITIONS :**

1. Administration will be at liberty to terminate the contract whenever any accident takes place because of careless on the part of the contractor.
2. That before starting the renewal, the quantity of released material will be identified and will be led by the track renewal contractor at one particulars place at a station. He should be fully accountable for same and in case of any shortage, recovery would be made from one account bills and final bill. he must ensure that no materials is left at site after renewal is completed.

For Divl. Rly. Manager, N.Rly Moradabad

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**SPECIAL CONDITIONS OF DEEP SCREENING OF BALLAST**

1. (a) Deep Screening of stone ballast and to entire ballast section for providing 20 cm. clean cushion below the bottom of the sleeper to complete ballast section including providing drainage slope on the formation including making of cess to required profile with release muck and adjustment of sleepers to their required spacing to be market by PWI at side.
- (b) Stone ballast will be supplied free of cost.
2. The work will be done under speed restriction to be imposed by sectional PWI. Caution signal man will be provided by the Railway.
3. Day to day caution will be issued by the sectional PWI and track protection will be done by the Railway.
4. Work will be done under the supervision of Rly. Admn.
5. Sufficient wooden blocks wedges required for the work will be by the railway.
6. Housing accommodation and watering facilities for the contractor's labour will have to be arranged by the contractor.
7. This will be done in any time between sunrise to sunset.
8. Wooden block and wedges must be place in track by the contractor labour as per the instruction of Rly. Supervision tackling packing portion underneath of sleepers.
9. Through packing will confirm to the para 622 of Indian Rly. and works manual 1967.
10. Deep screening of ballast for providing proper cushion & entire ballast section will be done strictly 'to CE'S circular No. 90, 124, 126 under speed restriction of 15 KMPH.
11. Stone ballast required for this work will be supplied free of cost alone the track.
12. Dip lorries/material trolleys will not be supplied by the Rly. and the use of dip lorry/material trolley will not be allowed. The contractor will make his own arrangements for leading of material to and from site of work and PWI'S store nominated places.
13. The contractor is required to complete all the operation viz. lifting packing alignment and raising etc. in order to make it fit for a speed of 15 KMPH with his labour under the supervision of Rly. Inspector Incharge of work. A minimum of 200 mt. length of track will be completed per day.
14. All operation of work involved for deep screening will be done on running track and nothing extra shall be paid to the contractor on this account.
15. Contractors will be responsible to ensure safety of his workman and tools & plants during the operation of work nothing will be left including the released track material.
16. The contractor will nominate his authorized representatives to receive the instructions order given by the Inspector Inchrge of the work. In the event of failure to comply with the instructions/orders of the Rly. Inspector incharge Rly. may get the work which is not in accordance with the safety of traffic, done at the risk and cost of the contractor and no claim will be entertained on this account.
17. The contractor is responsible to pay full cost towards the damaged done by the labour & will be fully responsible for Rly. material issued to the contractor in process of working. The full cost as per preventive market rates or the books rate + other incidental charges which ever is higher will be recovered.
18. The contractor will provide free of cost trained supervisor to carry out day to day operations of work as directed by the Rly. Inspector incharge of work. He will engage the experienced Ex. Rly. supervisor's for carrying out the work.
19. The contractor is responsible to stack free of cost all the ballast saved from work within 15 mtrs. from the centre line of the track as directed by the Railway inspector incharge of the work.
20. In addition to the GCC/1999, the special conditions attached herewith small prevail. In case of any condition between the General Condition and special conditions attached here to the special conditions attached with apply.
21. If the work is stopped or delay for certain period due to unavoidable reasons the contractor will have no claim for any compensation whatsoever on account of such delay in stoppage of work.

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22. Prevention of accidents: where vehicles also permitted to ply adjacent to the running line one experienced gangman shall also be posted by the Railway as flagman at the cost of contractor to prevent accidents. The amount towards payment of the flagman will be recovered from the contractor's bill.
23. The work may be started for any length of section according to the need of Rly. as directed by the PWI incharge. The contractor shall be bound to execute the work accordingly.
24. Cancellation of any documents such as power of attorney, partnership deed etc. should be forthwith communicated by the contractor to the administration in writing failing which the Administration shall have no responsibility of liability for any action taken on the strength of the such documents of the contractor.
25. The Rly. Administration may extend the period of contract for any period whatsoever by giving notice to the contractor and the contractor shall be bound to complete the work within the period so extended and also the terms and conditions of the original contract will also be in operation during extended period.
26. The work of deep screening shall not be done on rainy day or till such time the muck is sticking to the ballast.
27. In case of any dispute about the quality workmanship of the work the decision of Engineer Incharge will be final and no claim on this account will be entertained.
28. The contractor shall not start any work without the personal presence of the PWI, P. Way Ministry at Site. In case the contractor/contractor's representative start any work in absence of PWI/PWS it shall be treated as unauthorized & illegal tampering with the track and shall be liable for action under Indian Rly. Act.
29. Penalties upon an upper limit of 10% of the total cost of the work shall be imposed in case there is an accident for which the contractor is responsible.
30. Railway Administration reserves the right to terminate the contract with immediate effect if the contractor is found responsible for the accident without giving any further notice/notices to the contractor.

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**SPECIAL CONDITION OF TRACK WORK :-**

Sub :   Infringement of track resulting into accident by the vehicle of the contractor.

1.     The contractor/firm shall ensure that no materials or vehicle (Track, Jeep etc.) be followed **to** come within 6.0 mts. of the centre of any railway track without obtaining prior written permission of the Engineer/Inspector incharge of the work.
2.     In all such cases, where contractor's vehicle work in the proximity of track or his material is unloaded/kept by the side of the track he will ensure that a properly trained supervisor is deputed at his own cost. The name of such a supervisor will be intimated by the contractor well in advance in writing to the Engineer and the inspector incharge of the work. If the Engineer Incharge is not satisfied with such a person the contractor shall replace his immediately.
3.     The contractor shall ensure at all the time that his vehicles which work in the proximity of track are kept at any above distance from the running track so that there is no possibility whatsoever of their coming in contact with the trains. For this purpose, the contractor will give in writing to the inspector incharge of the work, in advance indicating the areas in which his vehicle are likely to work in the proximity of track. The inspector incharge will depute his look out men to guard against contractor vehicles infringing the above schedule of dimensions. The cost of these look out men will be realized from the contractors. However, in all such cases, the responsibility/for maintaining the above schedule of dimentions will rest with the contractor who will ensure by taking all precautions that his vehicles did not foul the above dimensions and collide/obstruct with the railway rolling stock.
4.     The contractor shall also ensure that any materials brought by him and unloaded in the proximity of track is always kept clear of the track without infringing the above schedule of dimensions and is also kept in a manner that the material is not likely to move/slip towards the track and infringe it.
5.     In case of contractor's failure to ensure that his vehicles are kept way from the track at a safe distance and/or his material is kept away from the track at a safe distance and such a neglect on the part of the contractor results in any accident with a rail vehicle, the railway shall be free to terminate the contract at the risk and cost of the contractor for his failure to carry out his contractual obligations. In addition the entire cost of such as accident which in suffered by the Railway along with incidental charges and penalties will be realized from the contractor for his default. In this regard, the decision of the engineer will be final and binding.
6.     Contractor will be liable to indemnify the Rly. Admn. for any loss damage due to any infringement of a schedule of dimensions (during the course of placement of vehicles or stacking of material of contractor).

Sd/- 17.11.94  
(Vijay Sharma)  
for General Manager/Engg.

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