

Special Condition

1. The entire work to be completed within the stipulated period.
2. Railway reserves the right to accept or reject any tender in full or part or reject all the tenders without assigning any reasons whatsoever and Rly's decision in the matter will be final and binding.
3. The departmental rates are inclusive of all taxes, Royalty, DMF, license fees and any other charges/fees legally leviable by the Govt./local bodies if required. The tenderer should quote rate including all taxes, Royalty, DMF, license fees and any other charges/fees legally leviable by the Govt./local bodies. GST will be applicable @5.00% for this work.
4. No breakup of the rates will be accepted.
5. Deduction for Royalty charges would be dealt as per prevailing rules of relevant mining department.
6. The Railway reserves the right to remit the royalty amount, recovered from the contractor, to the concerned State Government (mining authorities) if the contractor fails to submit the Royalty Clearance Certificate.
7. The work has to be done as per the enclosed special conditions and specification.
8. Contractor will have to submit Royalty Clearance Certificate or purchase bill in original as proof of having paid royalty to the State Government (mining authority) along with every on account bill failing which Royalty charges, at the rates prescribed from time to time, will be recovered from the contractor's each and every on account bill and final bill of supply for the supplied ballast at the rate notified by the concerned State Government (mining authorities) and will be kept under deposit with Railway. The royalty charges so recovered will be refunded back to the contractor after submission of the royalty clearance certificate by the contractor to the Engineer.
9. The rates are inclusive of all taxes and other charges leviable by the Govt. Including Commercial Tax where applicable.
10. Income Tax, con-cess etc. Will be deducted as per extant rules from the Contractor's bills (if applicable).
11. SER Unified Standard Schedule of Rates-2021, CPWD Delhi Schedule of Rates-2023, Indian Railway Unified Standard Specification- 2021 (IRUSS-2021) and General Condition of Contract April'2022 with up to date correction slip should be followed.
12. Stone ballast to be collected from outside Rly. Land.
13. The ballast shall be in conformity with the specification. Size analysis, sieve analysis etc. As per the specification and condition of ballast enclosed. (Specification for Track Ballast attached in the document).
14. No lead, lift or any other charges will be paid to the contractor.
15. The quantity for the above-mentioned work may be executed in full or parts as per the direction of Rly. Administration.
16. In case of accidents/natural calamities involving human lives, Railway shall have the right to use Contractor's vehicles and equipment for rescue and restoration work as per requirement. Necessary payment for such utilization of contractor's resources shall be made by the inclusion of suitable additional non-schedule items in the contract at rates and conditions mutually agreed. However, utilization of contractor's resources shall not be held up for finalization of rates and conditions or any other reason whatsoever.

17. The contractor shall purchase season tickets as per extant procedure for his labour for train in order to ensure adequate facilities of their transportation from their place of living to the place of work by travel and back. However, no free Railway passes shall be issued by the Railway to the Contractor for any office Employee/Worker.
18. For the purpose of calculation of Income Tax U/S 194-C of the Income Tax would be deducted as per the rates prescribed by Govt. Of India.
- 19.(A) The deduction of Income Tax at source at the rate of 2% shall be made from the Contractor's bills in terms of the provision in section 194-C of the Income Tax Act 1961.
20. In terms of provisions of new clause 26A.1 to the General Conditions of Contract, the contractor shall also employ following Qualified Engineers during the execution of the allotted work:- a. Cost of work Rs.200 Lakhs and above- One Graduate Engineer. b. Cost of work more than Rs.25 Lakhs but less than Rs.200 Lakhs- One Diploma Holder Engineer. Note:- Track related contractual works of values as specified in para-b, individuals having Diploma in Railway Engineering awarded by IPWE- India shall also be considered as qualified Diploma Holder Engineers and contractors for track contract works can employ such individuals at their worksite on Indian Railway vide Rly. Bds letter No. 2012-CE-I-CT-O-20, Dt- 12.07.2013. In case the contractor fails to employ the Qualified Engineer, as aforesaid in para above, he or they in terms of provisions of clause 26A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs.40,000 and Rs.25,000 for each month or part thereof for the default period for the provisions as mentioned in para-a and b above respectively.
21. **That RMC Notes / Credit Notes to be issued and the Railways wagons / Hoppers to be arranged by the S.E.Railway.**
22. Contractor shall file a monthly return of RMC transaction with the status of indent including opening balance and closing balance to keep account of delays, if any, in rake supply. It is understood that rake supply is not contractor's responsibility and the delay in supply on this account shall not be made contractor's liability.
23. The successful tenderer has to place the indent for the empty rake of wagons within 7 days (Seven days) of the receipt of the RMC from the Railway and he/they have to communicate the date of placing of indent priority No.etc. to the Engineer-in-Charge.
24. Contractor shall be allowed to withdraw the indent for a rake if the empty rake is not allotted within a time period after which indent withdrawal with no forfeiture is allowed by Railways. It may be noted that indent withdrawal should be resorted to only rarely and the grounds shall be intimated to Rlys. In writing. No loss of indent amount should occur to railways on this account.
25. Payment will be based on the wagon measurements. The mode of wagon measurement will be as mentioned in Annexure-I.
26. Measurement will be done at the destination only by the Engineer-in-Charge or his authorized representative. Payment shall be made for the gross wagon measurements done at the destination **which shall be inclusive of all shrinkage, wastage, deductions etc.**
27. In case of missing wagons from a rake, the same shall be traced and got back to destination in due course. However, if any leftover/missing wagon is still not traceable even on the date of completion of the work then Subject to the missing wagon No. being shown on **RR** as loaded a payment equivalent to average vol. of a wagon in that rake shall be paid for the missing wagon.

- 28. Condition towards payment of royalty:-** The Royalty Charges is a statutory levy on minerals by the State Govt. and the same is payable by the contractor as per the description of item wherein it is clearly mentioned that the rate includes the taxes imposed by Central/State Govt. including Royalty. The Rly's standard price variation clause does not include Royalty since the same is not dependent upon the variation in general prices in the market but it is dependent upon the government policy. Therefore, if any increase or decrease in Royalty Charges occurs due to Government policy, the amount involved on this account shall be payable to the contractor by the Railway (in case of increase in royalty charges) and recoverable from the contractor's bills (In case decrease in royalty charges). For the purpose of working out the variation on account of change in Royalty rates, **the cutoff date will be as per General Condition of Contract, April'2022.**
29. Any increase/decrease in taxes, Royalty shall be to Railway's account or introduction of any new tax imposed by State / Central Government and beyond the purview of PVC, shall be to Railway's A/c. It will be considered only in case of increase in the Royalty by Government on or after Date of opening of the tender and within the original date of completion only, subject to furnishing documentary evidence of payment of royalty to the local/ State Govt. thereof by the Contractor. Similarly, if there is a decrease in Royalty charge the same will be recovered from the party.
30. Income tax will be deducted on labour component only as per Railway Board's Circular No.F(X)I-91/23/3 dt.03.04.1995.
31. The entire work is to be completed within the stipulated period.
32. The ballast shall be in conformity with the specifications, size, sieve analysis etc. as per the latest Railway's standard specification issued by RDSO updated till date. (This is enclosed for guidance. In case of any discrepancy, the original document of RDSO shall be final).
33. The tenderer must submit test report of ballast along with the tender offer in respect of the following physical properties tested in accordance with IS:2386.
- Aggregate Abrasion value.
 - Aggregate Impact value
 - Water absorption value.
34. The tender is to be submitted along with a recently issued test certificate of ballast. The test report should be from any of the following Government approved laboratories only;
- S.E.Railway's Geo Engineering Laboratory, Visakhapatnam (A.P.)
 - Indian Institute of Technology, Kharagpur.
 - Regional Engineering College, Rourkela.
 - VRCE, Nagpur.
 - GE Laboratories of construction Organisation/BSP.
 - Jadavpur University, Kolkata.
 - National test house, Alipur, Kolkata.
 - CAO (Construction's) Laboratory at Chandrashekharpur.
 - CETC, Kharagpur.
 - BIT, Sindri.
 - Any NABL approved Laboratory
 - Any other laboratory approved by DEN/West
35. If the tenderer/tenderers does/do not submit the ballast test report his/their tenders shall be rejected and not read out during opening. However, in case the delay is due to Railway's GEO Laboratories in submitting the test result, then a certificate from Railway authority has to be submitted along with tender that he/they has/have already submitted the ballast sample for test at _____GEO Laboratory on_____.
36. The tenderer shall also furnish an undertaking as incorporated in the tender document that the ballast supply at all times will conform to specifications for track ballast as specified by Railway. Testing of ballast during execution of work can be done by Engineer-in-charge in any Government approved laboratories at his discretion, for which contractor shall raise no objection.
37. Tenderer(s) including working contractors of Railway shall submit his /their credentials and certificates of experience along with bankers certificate/Certificates from Revenue Authorities to indicate their financial status along with his/their tender.

38. The Railway reserves the right to reject such quantities of ballast not conforming to the specifications. The contractor will be solely responsible for any losses and liabilities etc. on this account.
39. Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores.
40. In all matters not expressly provided for or allowed herein the execution of works shall be in accordance with and the contract shall be bound by the **South Eastern Railways Engg. Deptt. General Conditions of Contract , April'2022** and Indian Railways Unified Standard Specifications – 2021 (IRUSS—2021) is based (hereinafter referred to as the with all correction slips up to date / revised edition (hereinafter referred to as the General Conditions of Contract) together with up to date correction slips and such amendments thereof as have been published from time to time. Where there is any conflict between the provisions instructions, terms and conditions provided in the said General Conditions of contract and what is laid down in the special conditions the latter shall prevail.
41. **It shall be the responsibility of the contractor before submitting a tender and again before signing the contract documents to ascertain and possess all amendments and/ or corrections made to the said General Conditions of Contract, April'2022 with all correction slips up to date.**

SUPPLY OF BALLAST

42. Railway reserves the right to terminate the contract. If the contractor fails to commence the work or fails to adhere to the Engineer-in-Charge or fails to supply at the required rate so as to complete the work within the period of completion as mentioned in clause 1.0 above or even before the stipulated date of completion of the contract.
43. Blasting materials such as gelatin fuse coil, detonator etc. will not be supplied by the Railway Administration. The contractor should make his /their own arrangements to procure the same as and when necessary at his /their own cost, including license for use of such materials etc.

LOADING OF BALLAST

44. One period of loading hours is defined as 8(eight) clear working hours or as specified by Railway Administration time to time between sunrises to sunset. The contractor shall have to load full rake placed normally 35 to 40 wagons (any type of Rly, wagon) in not more than loading period as specified in **clause no.51** of the Special condition. Railway Administration will make all effort to supply the wagons regularly for ballast loading. However, the Railway Administration will not be responsible for any losses incurred by the contractor due to any reasons whatsoever. If the contractor fails to load within this time, detention charges in accordance with the scale of charges in force at that time will be levied from the contractor for each wagon detained.
45. The contractor is responsible to find out the position of wagons from the site representative who is in charge of the ballast depot and arrange for mechanized loading/adequate number of labour for loading, but the payment will be same for mechanized and manual loading.
46. All arrangements for loading of ballast into Railway wagons should be provided by the contractor at his /their cost.
47. The Railway Administration will not be responsible and will not accept any claim on account of wastage of labour, idling of pay loader, operator etc. for any reasons what-so-ever.
48. The contractor shall load wagons/hoppers to the full carrying capacity including permissible overload and in any case where any of the wagons/hoppers are found underloaded by more than one tonne calculated at the rate of 21 cft. (0.595 cum) per tonne, he will be liable for recovery of freight at the full public tariff on the underload quantity proportionate to the full carrying capacity including the permissible overload from the contractor's bill, or from his any other dues with the Railways. Similarly, if the wagons are not loaded by the contractor as per clause 10.1 of the special condition and empty wagons are drawn out of the ballast siding, Contractor shall be liable to pay full freight charges of such empty wagons/hoppers at the public tariff and the same will be recovered from the contractor's bill.
49. No payment will be made for ballast loaded in wagon/hoppers over and above the carrying capacity of the wagons/hoppers plus maximum permissible overload.

- 50. Working hours:** - The contractor will be allowed one period of eight clear working hours or as specified by Railway Administration time to time between sunrise and sunset to load consisting of any type of wagons which may be available at the material time including covered wagons/open wagons, hoppers etc. after the rake has been placed for loading at the ballast siding by 10.00 A.M. If the empty wagons are not placed for loading at the ballast siding by 10.00 A.M. The contractor will also be allowed to load on the following day, so as to give him clear 8 working hours or as specified by Railway Administration time to time.

MEASUREMENT OF BALLAST

- 51.** It must be understood that ballast which conforms to the specifications and special condition laid down in this contract will only be measured and accepted for payment by the PWI/AEN in charge. Further stipulated test checks, shall be carried out by Divl. Engineer or Sr. Divl. Engineer concerned. Wagons, not conforming to the above specification, will not be measured and will not be paid.
- 52.** If the Engineer-in-charge or his representative or PWI/AEN-in-charge is satisfied that the conditions of clause 53 above and specifications have not been fully complied with by the contractor, he is at liberty to take either of the following actions.
- a) To refuse to measure up such ballast and ask the contractor to remove it from wagons, giving reasons in writing to the contractor. If the contractor does not remove the rejected ballast from wagons, it will be removed by the Railways and the cost of removal from the wagons will be deducted from the contractor's dues.
 - b) To call upon the contractor to screen the ballast of dirt or admixtures or break into proper gauge or to take action in all these courses prior to further inspection and measurements by a fixed date and within the time limit specified in the agreement. In this case, charges for wagon detention shall be borne by the contractor.
 - c) To take action as per the General Conditions of contract embodies in the GCC April'2022 and Special conditions and Specification annexed to this tender.
- 53.** Measurement of ballast shall be done at the destination only. No measurement will be done for part wagons load. The Railway Administration will not give any guarantee or undertaking to take the full quantity stated in the tender schedule. In case of failure on the part of the contractor to supply the stipulated quantities within the specified time, action will be taken as per GCC.
- 54.** A list of plants and equipment, workshop equipment and machine required for installation and maintenance of the manual/mechanized quarry should be furnished along with the tender. The contractor should make his/their own arrangements for payment and installation of all plant, tools and equipment required for successful completion of the contract in time.
- 55.** No 'D' form shall be issued by the Railway. The entire work is to be completed within the stipulated period.
- 56.** Railway freight loss in under load wagons/Empty wagons will be governed as per the stipulation in para 49 of special condition of the contract is the criteria for underloaded wagons in case of destination measurement as per latest Railway guidelines vide CTE's letter no. TC/BT/POLY/Pt.1 dt. 09.09.2013 and the same shall be applicable.
- 57.** Tolerance of loading & unloading of Ballast in BOBYN & BOBYN HS

For measurement at	Tolerance of loading of Ballast in wagon from top of Wagon (Brim)	
	BOBYN	BOBYN HS
Destination	From Brim to 200 mm below the Brim	From 120 mm below the Brim to 320mm below the Brim

This is the specified limit below which if the wagon is found to be loaded shall tantamount to be underloaded and no payment shall be made for the entire quantity of ballast contained in that wagon.

58. However, except under loaded wagons, the wagons loaded within the permissible band, the payment will be made based on actual measurement (The tolerance limits shown in Table -1 above is to prevent under-loading /overloading of Ballast)
59. The Railway will unload the ballast from underloaded wagons. The contractor shall not have any claim for unloaded materials from underloaded wagons. Railway will not be responsible for payment towards royalty, taxes, octroi etc. incurred by the contractor on the materials rejected towards underloaded at the destination point.