

SPECIAL CONDITIONS OF TENDER FOR SUPPLY OF BALLAST AT SUB DEPOT NO.2 IN TUGHLAKABAD (TKD) BALLAST DEPOT

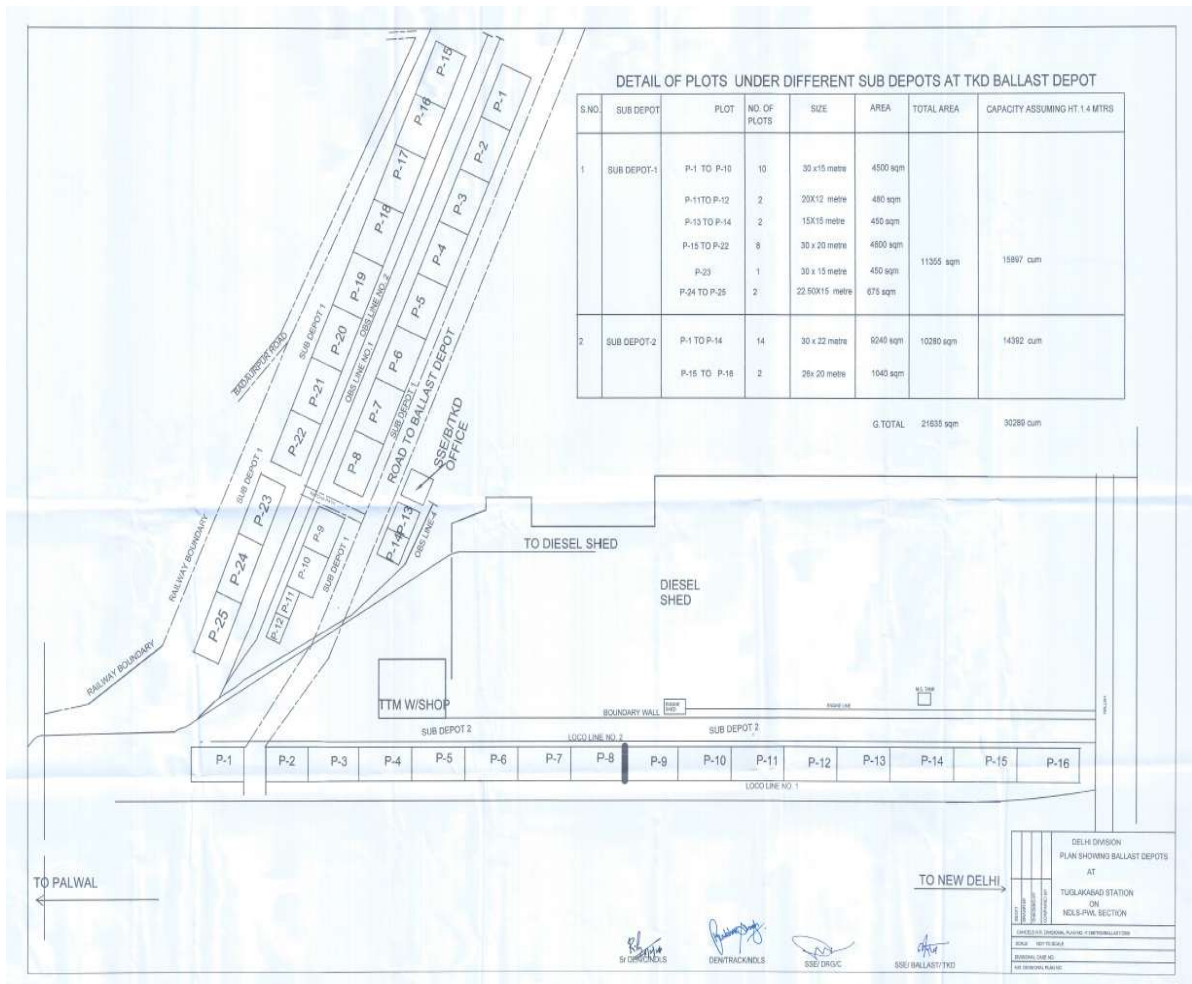
WORK: Supplying and stacking, loading and Unloading of 65 mm gauge machine crushed hard stone ballast confirming to railway specification IS/RDSO-GE/0001:2023 February 2023 and latest correction slip from identified source at Ramkumarpura mining area, located at Village Ramkumarpura, Tehsil Khetri, District Jhunjhunu, Rajasthan or Khanak mining Area (under control by HSIIDC), Tehsil Tosham, District Bhiwani, Haryana at **Sub Depot no.2 in Tughlakad (TKD) ballast depot under DEN/Track/DLI.**

- a)** The quantities shown in Schedule are approximate and are as a guide to give tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the quantities given above & no extra rate will be allowed on this account.
- b)** Specification and condition for supply of stone ballast will be as per RDSO specification for Track Ballast IS/RDSO-GE/0001: 2023 attached with tender document, and as per procedure laid down in CE circular no.257 (P. Way) & updated time to time.
- c)** Contractor will remove the rejected ballast within 15 days at his own cost and Railway will not be responsible for same.
- d)** For the item of supply of ballast, the offered rates are for material delivered at site, which are inclusive of all leads, lifts, dressing of ground, making well-dressed stacks. For the item of loading of ballast, the offered rates are inclusive of loading by mechanical equipment, dressing of top surface of ballast in wagons, locking/ unlocking of gates of wagons etc. Further, the rates offered should be inclusive of all statutory taxes including GST, levies/ cess/ charges like Environment Compensation charge, octroi duty, excise duty, royalty etc. or any other tax/charge imposed by Central/ state Government or local bodies. SEIGNORAGE fee and any other penalties will also be borne by the contractor at his own cost. Hence the quoted rates shall be complete in all respect as mentioned above and nothing extra will be paid, whatsoever the case may be.
- e)** Any variation in such taxes / levies/ cess/ charges like Environment Compensation charge, octroi duty, excise duty, royalty etc will also be borne by the contractor. However, variation in GST only will be governed under the respective clauses of IR Standard GCC 2022.
- f)** During the course of Contract or even after the contract is over, any amount lying outstanding, payable to Centre/ State Govt./ local bodies, on above account will be the responsibility of the contractor & will be paid by him.
- g)** The tenderer at the time of tendering shall submit the Ballast Testing Report indicating Impact Value, Los Angeles Abrasion Value, Water Absorption Value of sample of stone ballast. The Ballast Testing Report must be issued by any of the approved laboratories as listed as under:-
 - i)** Laboratories of all Government Regional colleges / Government departments having facilities for carrying out test of Ballast as per IS: 2386.

- ii) All Laboratories having valid accreditation certificates for testing Coarse Aggregate for Impact Value, Los Angeles Abrasion Value & Water Absorption Value as per IS: 2386 from National Accreditation Board for testing and calibration Laboratories, India (NABL).

Test Report must bear valid NABL accreditation details i.e Certificate of Accreditation No. The test report should have been issued after the date of publication of tender. The bid received without any Ballast Testing Report or the Ballast Testing report issued by the laboratories other than the laboratories as mentioned above will be summarily rejected.

- h) The tenderer shall also furnish an under taking that the ballast supply at all times will conform to specifications for track ballast as specified by Railway.
- i) **TUGHLAKABAD (TKD) BALLAST DEPOT** drawing is given below:



Note: For any clarity of the drawing of Ballast depot shown above, detailed drawings can be inspected in the office of SSE/Drg/ DRM office. However, the actual site of ballast supply/ ballast depot also should be visited by the bidder before quoting the rates.

j) Method of measurement and allied matters.

- 1) The method of measurement shall be stack measurement. Collection & loading of material shall not be carried out at the same time in any one zone. Furthermore, when a zone has been filled with stacks, no further collection of ballast in that zone shall be permitted until the whole of the ballast already collected has been removed and certified as such by the ADEN In Charge of the quarry.
- 2) The contractor shall provide sufficient labour to assist in **Sieve analysis tests** to be carried out during stack measurement at the ballast depot. The contractor shall also provide adequate labour for cleaning and lubrication of **open Gears in Ballast DMT**, for which no separate payment shall be made.
- 3) Each stack of ballast in one zone shall be serial numbered. After the stacks are measured they should be sprinkled with lime in a form of a cross on all the sides by the contractor at his own cost, to the satisfaction of the assistance engineer suitable space should be left in between the stacks in the adjacent zones so that there is no possibility of mixing of material.
- 4) Payment for loading of particular stack shall only be made after quantity of material in that particular stack has been trained out fully & after verification of challans from the consignee.
- 5) It must be distinctly understood that the accepted rate is for ballast, which conforms completely with respect to the quantity & quality. If, therefore the engineer deputed to measure the ballast is satisfied that these conditions are not fully met with, he shall be at liberty to take the following actions:
 - i) To refuse to measure such ballast giving reasons to contractor in writing.
 - ii) To call upon the contractor, in writing & direct him to remove the rejected ballast from the Railway premises within stipulated time.
- 6) All the rejected ballast shall be removed from the site by the contractor within 15 days from the date of the order of removal by the Engineer, to such place as directed by the Engineer. In the event of contractor failing to do so, the Engineer can get it removed and cost of such removal shall be payable by the contractor to the Railway.
- 7) The contractor will be allowed, clear 05 hours working to load a rake containing any type/types of 20 wagons or less. This time will be raised to 06 hrs. when more than 20 wagons are placed. In case of lighting facilities are available, loading shall be done round the clock, day & night. If there is no lighting facilities are installed then loading shall be done in day light only between 07.00 to 17.00 hrs. The contractor will also be allowed to load the rake on the following day so as to given him clear working hours. In the event

- of the contractor failing to load the rake with in time allowed, penalty at the rate of Rs 1000/- per hrs. or part thereof from the contractor's bill or any money payable or refundable to him by the Railway shall be recovered.
- 8) In case the Railway Administration prefer to withdraw partly loaded trains instead of detaining it for second day to complete its loading, the penalty will be recovered at the rate of Rs 200/- for each wagons/ BOBYn. Deduction of Rs 200/- per wagon will also be made, if the contractor load a wagon/ BOBYn more than 05 cm below the desired level to be loaded.
 - 9) The Railway Administration will not be responsible for any loss sustained by the contractor on account of rejection of inferior material.
 - 10) The Railway Administration shall not accept any responsibility for the delay in supply of empty wagons, if any for the despatch of the ballast.
 - 11) The Railway Administration will not be responsible for issuing the permits for purchase of any motor vehicle or supply of fuel for transporting the material.
 - 12) If the net quantity billed for, has not been trained out fully on the expiry of the contract, the Assistant. Engr. shall record a certificate in the measurement book and in the final bill indicating the stock no. and the quantity which remained to be trained out. When a fresh contract is awarded, the Asstt. Engineer will ensure that the left over Quantity is first trained out, before supplying in such place done by the new contractor.
 - 13) The contractor shall supply ballast strictly from the identified sources as specified in the tender document, i.e., **Ramkumarpura mining area**, Village Ramkumarpura, Tehsil Khetri, District Jhunjhunu (Rajasthan) or **Khanak mining area (under control of HSIIDC)**, Tehsil Tosham, District Bhiwani (Haryana), and no other source shall be permitted. Moreover, the contractor shall mandatorily submit an **affidavit (Ann-A enclosed)** to the SSE/Ballast Depot In-charge prior to commencement of supply at the ballast depot, certifying that the ballast shall be procured only from the above specified sources. During supply and stacking of ballast at the depot, the **SSE/Ballast Depot In-charge shall verify the affidavit**, confirming that the ballast has been procured from the notified ballast quarries only. The verified affidavit, along with measurement details, shall be submitted to the Divisional Office for processing of payment.
 - 14) In case of non-submission of affidavit or supply from any source other than the specified notified ballast sources, payment shall be **withheld**.

k) General: The contractor shall at all times keep the Railway Administration Indemnified against all the penalties that may be imposed by the Govt. of India or State Govt. for infringement any of the clause of the mines Act & the rules made there under in respect of quarries from which the ballast is procured.

- 1) The contractor shall be responsible for strictly observing the stipulations of the mines laws enforce.
- 2) The contractor shall be liable to comply with all instructions issued by the Chief Inspector of mines in respect of the safety of the workmen and working of the quarry.
- 3) They will also themselves arrange for such working facilities as they may need e.g. land for labour camps, contractor's office, accessories to the site of work etc. The contractor will be deemed to have included these elements of royalty or compensation etc in their tendered rate will not be entitled to any extra payment. They are advised to see site of work before tendering.
- 4) If the supply is to be given from the private quarry the contractors shall have to make their own arrangements to procure ballast from Private quarries at their own expenses.
- 5) The cancellation of any document such as power of attorney partnership deed etc. shall be forthwith communicated by the contractor to the Administration in writing together with the substituted document cancelling or modifying as the case may be, failing which the Administration Shall take no responsibility or liability for any strength of said documents.
- 6) The contractor/ agency must ensure availability of personal safety gears such as safety shoes etc with Personnel deployed by them on working. No staff without proper safety gears be allowed on working. Adequate manpower along with proper tools and equipment's must be deployed to ensure desired progress.
- 7) The Contractor will be liable to provide all facilities to workmen due to them as per relevant Labour laws, Acts & Codes such as Toilet, Drinking water, Leaves, ESIC, EPF, minimum wages etc. The contractor will update all data of manpower deployed and wages paid to them on IR Sharmik Kalyan Portal.
- 8) The contractors shall thoroughly familiarise himself about the provision of the contract labour (regulations and abolition) act 1970 and contract labour central Rules -1971 updated time to time, acting to comply with the same.
- 9) The contractors shall abide by all the provisions, contained in the contract labour (regulations and abolition) act 1970 and contract labour Central rules-

1971 updated time to time which in addition to other stipulation interalia provides that:

- i) The contractors shall obtain licence from the appropriate Licensing Officer of the area under the above rules before commencement of the work and shall produce a copy thereof along with the original to the AEN/DEN In charge of the work immediately on starting the work. The original will be returned to the contractor at the time of renewal of licence.
- ii) The contractor/s shall provide rest rooms, canteens, latrines and urinals washing facilities and first aid facilities strictly in accordance with the provision in contract labour (regulations and abolition) act 1970 and contract labour central rules 1971. If these facilities are provided by the Railway and the cost of the same will be debited to the contractors.
- iii) The contractor/s shall keep and maintain necessary register / records, issue employment cards/services certificates and display notices in accordance with the contract labour (regulations and abolition) act 1970 & contract labour central rules 1971.

AFFIDAVIT

I/We, **M/s** _____, through its authorized representative **Sh.** _____, aged ____ years, R/o _____, do hereby solemnly affirm and declare as under:

1. That I/We am/are the contractor for the work of **"Supply of ballast at SD-2 in Tughlakabad (TKD) Ballast Depot under DEN/Track/DLI"**.
2. That the ballast supplied against this bill has been procured **strictly from the identified sources as specified in the tender document**, i.e.:
 - Ramkumarpura mining area, Village Ramkumarpura, Tehsil Khetri, District Jhunjhunu (Rajasthan),
OR
 - Khanak mining area (under control of HSIIDC), Tehsil Tosham, District Bhiwani (Haryana).
3. That no ballast has been supplied from any source other than the above-mentioned identified sources.
4. That the applicable royalty for the ballast supplied has been fully paid to the concerned State Government Authority.
5. That I/We shall be solely responsible for the authenticity of the above statement and any discrepancy found at any stage shall render me/us liable for action as per contract conditions, including withholding of payment and other penal action.
6. That the contents of this affidavit are true and correct to the best of my/our knowledge and belief and nothing has been concealed therein.

(Sign of Contractor/Authorized Signatory)

Name: _____

Designation: _____

Date: _____

Place: _____