

### **SPECIAL CONDITION OF CONTRACT FOR CIVIL WORKS**

1. Procurement of all necessary plants, equipment, pumps, or any other machinery required for the work etc. should be done by the contractor at this own cost and no extra payment will be made.
2. The resultant debris from various executed work by contractor to be disposed off at proper/nominated place as directed by Rly's representative. The additional lead beyond free lead will be payable only.
3. Materials should be supplied strictly as per standard specification and of approved quality. Contractor should get approval of the materials from the Engineer-in- Charge before supply and use.
4. All the materials supplied by the contractor for use in work may be sent for testing to any approved laboratory. The cost of testing will be born by contractor. No payment will made for the materials used in testing.
5. Concreting without mixture and vibrator will not be permitted. For unimportant work hand mixing of concrete or compaction/consolidation by manual means can be permitted with prior written approval of the Engineer-in-Charge.
6. Before starting concreting work, the contractor shall submit design mix for various grades of concrete to be used from Govt. approved Institute/Laboratory at his own cost. The same shall be approved by Engineer & only then the work shall commence.
7. Contractor has to arrange his own cement & steel as per Railway's specification and necessary Test certificate from the supplier is to be submitted for the cement and steel to be used on the work. If required by Engineer in charge an additional testing from Govt. approved laboratory or Institute is to be arranged by the contractor at his own cost.
8. Testing of steel shall be carried out from Govt. Engg. College /Govt. Approved labs at contractors cost, well before commencing of work, as per IS specifications. Relevant bills for steel & Cement procured for the work shall be submitted by the contractor to the railway.
9. Whenever Engineer-in-Charge desires, even during progress of work, contractor shall be bound to re-arrange design mixes from Govt. approved Institute/ Laboratory at his own cost.
10. Initial & final level of earth work to be recorded for cess repair work or bank protection work etc using theodolite/auto level. The measurement should be recorded in the presence of competent railway representative. Initial and final levels recorded should be submitted during billing duly calculating RL (Reduce Level) along with calculation sheet. The levels are to be taken in order to draw complete cross section profile at the end of the work. The interval of level in a particular cross section should be 1.0 meter to 2.0 meter. The interval of cross section to be taken should not be more than 10 meter.
11. Railway's track man will be provided for protection of work site as per IRPWM if required in vicinity of track, in lieu of which, contractor will have to provide equal

number of male labour to the incharge PWI for various P Way maintenance works. For the man-power supplied by Railway daily log book will be maintained which will be signed by the authorized representative of railway and the contractor.

12. In case the contractor fails to provide equal number of labours within a reasonable time a penalty of Rs.700/- per man-day shall be imposed. For supply of this man-power the contractor shall be given a notice 7 days in advance.
13. Contractor has to arrange safety jacket and helmet of approved quality for labours while execution of work
14. In case of any breach in track safety a penalty of Rs.50,000/- and cost of liquidated damages will be imposed.
15. When the work is required to be done along or near existing Railway track, the contractor shall take steps as are necessary for the safety of the track, labour working at site. He/they will also be required to program his/their working so as not to interfere with movement of trains. No extra payment shall be allowed for these precautions. It should be ensured that the ballast of the track is not spoiled or mixed with earth.
16. Railway administration can supply water to contractors if available for execution of work and the cost of water will be deducted from running bill of contractor @ 1% of the cost of water related items (i.e.C.C., R.C.C., Brickwork, Plaster, Painting with cement paint, earth work in filling etc.). Howsoever, it will not be obligatory on part of Railway to supply water to the contractor for execution of the work
17. Wooden centering will not be permitted, shuttering made of steel plates and or of ply boards only shall be allowed.
18. For the purpose of calculating weight of reinforcement steel consumed for the work, standard weight of reinforcement bar or the actual weight whichever is less will be multiplied by the total length of the bar used for the work.
19. As per Railway board letter no.2022/TK-II/22/7/1; dated:-09.02.2022 TMT Reinforcement Bars is decontrolled by RDSO. All reinforcement steel (TMT Bars) and Structural Steel shall be procured by the contractor from main producers/authorized dealers/authorized stock holders and shall conform to the specifications mentioned in updated version of BIS's documents IS:1786 and IS:2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured confirms to the specifications at the cost of the contractor.
20. As far as possible, materials should be tested at Government lab/Government approved lab. If Government approved lab is not available in nearby locality, required testing may be done from the reputed/NABL approved lab with the approval of an officer not below JAG. However, in agreement, where setting up of Laboratory is not mandatory for contractors, for ensuring quality control of the works regular testing should be done as per codal

provisions/Specifications/CE's circular.

21. If the contractor does not start the works as per work order and complete the same, 10% of the work order value shall be recovered from the pending dues of the contractor as penalty and shall be forfeited by Railway.
22. Railway reserves the right to get the work executed any where in the entire jurisdiction of Engineer-in-Charge with the prior written orders of the Sr.DEN(Co)/Raipur whenever the work is required to be executed outside the jurisdiction specified in the tender.
23. For various work orders, different dates of completion will be given by the Railway Administration within period of that particular zonal contracts depending upon the type, nature and scope, urgency etc., of the work.
24. Some of the essential works are to be executed in night time and stipulated period with proper safety precautions for which no extra payment will be made.
25. Contractor should have an own water tanker fitted with pump & watering arrangement for proper curing of work. Without proper curing, no payment will be made for the work done.
26. Contractor should have a store with proper record quantities of material stored in the jurisdiction of SE(works), under whom work is being executed so that the same can be inspected any time by Railway officials for which contractor has to be taken permission of land as per rule.
27. The work is primarily of maintenance nature, which requires frequent instructions to the contractor from Railway side. The contractor or his authorized representative should be readily available to the Railway Administration for receiving instructions in writing through site order book and for compliance of the same.
28. The contractor shall responsible for anti-larval work at his own cost during progress of works as may be prescribed by the Engineer on the advised of the Railway medical authority and where use of insecticides is involved, it shall be done in accordance with the provision of the act and rules in this behalf at the cost of contractor, who shall also be solely responsible for any act of commissions under the provisions of the aforesaid rules.
29. For all the work orders irrespective of their value only first and final bill will be paid i.e. no on account running bill will be paid for any work order. Work order of tender value if required can be prepared only with the approval of Engineer-incharge.
30. Imposition of token penalty for delay in the completion of work:- the competent authority while granting extension to the currency of contract under clause 17(B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the cases.

### **SPECIAL CONDITION FOR ROAD WOK**

1.0 Major quantum of work shall be carried out by mechanical paver finisher and mixing shall be done in hot mix plant. Vibrator roller shall be used for compaction. The quantum of various ingredients of the mix to be prepared in the hot mix plant will be as per the quantities of various ingredients, described in concerned item of schedules of rates. For ensuring this, the contractor will have to arrange/provide full access to Railway's Supervisor/officer in the hot mix plant for ensuring quality control. Contractor will also have to arrange for the necessary tests/testing arrangements of the hot mix/ various ingredients as desired by the Engineer-in-Charge or his authorized representative. Such testings will have to be arranged by the contractor without any extra charges.

2.0 During the execution of work, every effort will be made by the contractor to correct the existing irregularities in the surface, depressions in the road, camber of the road etc.

3.0 Materials should be supplied strictly as per standard IRC specification and approved quality. Contractor should get approval of the materials from the Engineer-in-Charge or his authorized representative at site before use.

4.0 Bitumen carpet shall be compacted with 22T Vibratory Roller.

5.0 The bituminous aggregate should be obtained from mechanical automatic hot mix plant of adequate capacity.

6.0 Aggregate to be used should be from hard stone crusher broken aggregate confirming to IS-383.

#### **7.0 Shoulders and Cess**

When carrying out repairs to roads, any deficiency in the shoulders (or earth berms) along both edges shall be made up properly, whether by earthwork or by dressing. These will be paid for separately only if the quantum of work involved is considered by the Engineer to be substantial.

In case of new roads, and platforms, the shoulders and cess shall invariably be cleared of all surplus materials, excess earth or other debris and dressed to the proper profiles, as directed, so as to ensure that there is no stagnation of water on or alongside the newly laid surface. No extra payment will be admissible for such clearance and dressing, except for any substantial quantity of earthwork involved.

#### **8.0 Rolling**

a Where the use of a power roller of a certain weight is specified, the Engineer may, at his discretion, permit the use of lighter roller or a hand roller, taking into account the magnitude of the work or other local circumstances, provided he is satisfied that the usefulness or the durability of the work is not affected to any appreciable extent.

b. Along kerbs, manholes, etc. and any other place where proper consolidation by rolling is not practicable, alternative means such as steel rammers shall simultaneously be used to secure adequate consolidation.

#### **9. Rates**

Unless otherwise specified, the rates shall be all-inclusive, covering the cost of all materials, labour and equipment involved in the respective items of work. Earthwork in formation of new roads or platforms will, however, be paid for separately, as also any special work of improving the subgrade as per sub-para (Rolling).

10. Camber : The camber shall be 1 in 48 or as directed by the Engineer or otherwise specified.

## **SPECIAL CONDITIONS OF CONTRACT – II (Civil Work)**

### **2.1 Special condition of Cement for providing, consumption & payment :**

2.1.1 Contractor should procure cement from IS approved Firms or from their authorized distributors only. Proof of procurement i.e. vouchers etc will be submitted by the contractor.

2.1.2 For cement the quantities of finished work only will be paid as per Indian Railways unified standard Specifications for Works & Materials-2010, 2021 & DSR-CPWD-2021 or as per the mix design as directed by Engineer-in-charge. For cement, PSC or OPC will be used wherever required as per direction of Engineer-in-Charge. The rate payable will be same as accepted for PPC and nothing extra will be paid. Approval of Engineer-in-charge will be required for cement to be used in specific work.

2.1.3 The manufacture's test certificate containing the batch, date of manufacturing etc. must be submitted by the Contractor at the time of supply.

2.1.4 Test Certificate for Cement used should be produced which should conform to **IS: 1489** for PPC and IS12226 for OPC- 53 grade, as the case may be.

### **2.2 Special condition of TMT Bars for providing, consumption & payment:-**

2.2.1 Special condition for procurement of all reinforcement steel(TMT Bars) and Structural Steel items refer attached list at document. The firm of Reinforcement steel(TMT Bars) should be approved by RDSO.

2.2.2 The contractor shall disclose the source from where supplies of Steel is received by him and maintain a detailed record of receipt of steel from different sources and shall keep the challan, Railway receipts number of lorry number, etc. and store balance in a register as directed by the Engineer-in-charge and produce the same to the Engineer as and when demanded. A copy of purchase document shall have to be submitted along the bill for claiming payment against these items. Railway reserves the right to inspect contractor at any point of time.

2.2.3 Payment towards Steel will be made on the basis of actual consumption (including overlaps, chairs) and no wastage on any of the materials supplied and used in the work by the contractor including steel is payable by the Railway. The contractor shall make his own arrangement for storing Steel.

2.2.4 In case of any doubts regarding quality of Steel, the Railway may order it to be tested and acceptance of the supplied steel shall be subject to such test results and cost of testing will have to be borne by the contractor.

2.2.5 For the purpose of calculating weight of reinforcement steel consumed for the work, standard weight of reinforcement bar or the actual weight whichever is less will be multiplied by the total length of the bar used for the work. It shall be noted that for the purpose of payment, only authorized overlaps will be accounted for (As per IS:456-latest revision), unauthorized overlaps, wastage, excess consumption etc , will not be paid for to the contractor. The quantity of chairs shall be payable as per

drawing showing layout of chair locations duly approved in advance by the Engineer-in-charge. The payment for the reinforcement steel consumed for the work will be made to the contractor for the work successfully executed and certified by the Engineer-in-charge for payment and the same will be calculated as mentioned above.

2.2.6 Manufacturer's Test certificate for steel used should be produced and the same should conform to updated versions of IS:1786-2008. Railway may order testing of supplied steel periodically and cost of testing will have to be borne by the Contractor.

2.2.7 All reinforcement used should be free from loose Mill scale, loose rust, paints and oil coating etc.

2.2.8 No payment is to be done for SWG binding wire used for reinforcement.

2.3 Wooden centering will not be permitted, shuttering made of steel plates and or of ply boards only shall be allowed.

2.4 Concreting without mixture and vibrator will not be permitted. For unimportant work hand mixing of concrete and or compaction/consolidation by manual means can be permitted with the prior written approval of the Divl. Engineer/Sr. Divl. Engineer.