

## **SPECIAL CONDITIONS OF CONTRACT**

### **Special Conditions for Civil Works:**

1. The Contractor is fully responsible for any hidden pipe lines of water supply/drainage/power & signalling cables etc. while on execution of work, if any damages will occur, the contractor has to rectify the same with his own cost.
2. Contractor has to submit bar charts for each sub work after inspecting the site along with Engineer in Charge before execution of work, if necessary, site details/working sketch to be submitted for approval/execution of work.
3. Whenever required the work has to be carried out in coordination with other departments like Electrical, S&T etc.,
4. The contractor has to obtain permission for electrical/power connection from electrical department as per extent rules and regulations for use of any cutting/ drilling/ welding machines etc.
5. These special conditions and the work schedule shall govern the works to be executed under this contract in addition to and/or in part suppression of the General Conditions of Contract Indian Railways Standard Specifications.
6. The contractor has to carry out all the works as per the instructions of Engineer in Charge/ his representative at site. In case any deviation in work is noticed there will be no payment for the extra/ deviated quantities.
7. Necessary temporary barricading shall be provided by the contractor at required places as per the directions of engineer-in- Charge. No payment will be made by the Railways towards temporary barricading.
8. The agency has to ensure uploading the video/photographs of works sites on google link being given below with the following frequency to ensure the quality & progress of work sites. Photographs/video to be upload in goolge sheet on every 2nd & 16th day of the month Google Drive's link:-  
[https://docs.google.com/spreadsheets/d/13dJ6rEoPcqE7aKUugHx4HotfaadoOaAd/edit?usp=sharing & oid=110345075845688279672&rtpof=true&sd=true](https://docs.google.com/spreadsheets/d/13dJ6rEoPcqE7aKUugHx4HotfaadoOaAd/edit?usp=sharing&oid=110345075845688279672&rtpof=true&sd=true)

### **INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE**

- a) The contractor shall always execute the work under this contract in strict compliance with the instructions/directives by the Engineer's representative. Any act of non-compliance with the instruction/directives issued by the Engineer's representative shall be considered as a default of the contractor liable to action as per conditions of contract.  
The decision of the Engineer whether there has been an act of non-compliance with the instruction/directives of the Engineer's representative for the purpose of this clause shall be final and conclusive.
- b) In case of any act of non-compliance, in addition to other remedies available to the Railway & without prejudice to the Railway's rights in this regard, Engineer's Representative can suspend the Contractor's work till he satisfies that the contractor is in a position/will comply with the instructions/directives issued by the Engineer's Representative. Contractor shall not have any claim what so ever against the Railway for such short term/Long term suspension of the contract work.

- c) During the above-mentioned period of suspension of work, the contractor shall not in any manner, attempt to carry out any work at the work site. Any such attempt of the contractor shall be deemed to be an unauthorized work, liable for action under the Indian Railway Act.
- d) The instructions/directives by the Engineer's representative shall not, however, absolve the contractor of his responsibility or reduce his responsibility in any manner what so ever in regards to maintaining at all times the safe working conditions at the work site. All materials including fittings should confirm to IS Specifications and of reputed manufacturers as approved by the concerned ADEN at site before use in the work.

#### **Records and Registers.**

The contractor shall maintain proper records, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. The contractor has to prepare the plans/Architectural drawings and also proof checking to be obtained from concerned Universities. Records of Tests made shall be handed over to the Engineer's representative after carrying out the tests.

#### **The Following registers will be maintained at site by the contractors.**

- a) **Site order register**- The Contractor shall promptly comply with site orders given there in by the Engineer or his representative or supervisor officers. The compliance shall be reported by the contractor to the Engineer in reasonable time so that it can be checked.
- b) **Cement register** – This register will be maintained to record daily receipt and issue of cement duly indicating the balance quantity. The quantum of work done for which cement is used on a particular date will also be mentioned.
- c) **Steel Register** – This register will record the receipt of steel items and details of reinforcements and members where ever steel is used.
- d) **Labour register** – This register will be maintained to show daily strength of labour in different categories employed by the contractor.
- e) **Plant and Machinery register** – This register will record daily particulars of machinery with the contractor.
- f) **Unusual occurrences register** – All unusual occurrences are required to be chronologically logged in this book.
- g) All these registers/records will be signed jointly by the Engineer's representatives and the contractor.