

Special Condition of Contract

1. **INSPECTION OF SITE** The Contractors are advised to inspect and examine the site and its surroundings and satisfy themselves with the nature of site, the means of access to the site. the constraints of space for stacking material/machinery, labour etc. constraints put by local regulations, if any, weather conditions at site, general ground/subsoil conditions etc. or any other circumstances which may affect or influence their cost of quoting rates of tenders
2. The Contractor shall, if required by him, before submission of the tender, inspect the drawings in the Office of the Engineer-in-Charge. The Department shall not bear any responsibility for the lack of knowledge and also the consequences, thereof to the Contractor. The information and data shown in the drawings and mentioned in the tender document's have been furnished, in good faith, for general information and guidance only. The Engineer-in-Charge, in no case. shall be held responsible for the accuracy thereof and/or interpretations or conclusions drawn there from by the Contractor and all consequences shall be borne by the Contractor. No claim, whatsoever, shall be entertained from the Contractor, if the data or information furnished in tender document is different or in-correct otherwise or actual working drawings are at variance with the drawings available for inspection or attached to the tender documents. It is presumed that the Contractor shall satisfy himself for all possible contingencies, Incidental charges, wastages, bottlenecks etc. likely during execution of work and acts of coordination, which may be required between different agencies. Nothing extra shall be payable on this account.
3. Unless otherwise specified in the schedule of quantities, the rates of all items of work shall be considered as inclusive of executing all work, wherever required, in or under water and/or liquid mud, including balling out water encountered from any source such as rain, floods, tides ingress of water through pressure relieving sleeves left during PGC at base, sub- soil water table being high and/or any other source whatever. During entire execution of work the contractor shall carry out dewatering (at his own cost), as and when required or specified herein. Nothing extra shall be payable on this account. The nomenclature of the item given in the schedule of quantities gives in general the work content but is not exhaustive i.e. does not mention all the incidental works required to be carried out for complete execution of the item of work. The work shall be carried out, all in accordance with true intent Specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and/or described in the Specifications, provided that the same can be reasonably inferred there from. There may be several incidental works, which are not mentioned in the nomenclature of each item but will be necessary to complete the item in all respect. All these incidental works/costs which are not mentioned in item nomenclature but are necessary to complete the item shall be deemed to have been included in the rates quoted by the contractor for various items in the schedule of quantities. No adjustment of rates shall be made for any variation in quantum of Incidental works due to variation/change in actual working drawings. Also, no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects on account of the directions of Engineer-in-Charge. Nothing extra shall be payable on this account.
4. Unless otherwise provided in the Schedule of Quantities, the rates quoted by the Contractor shall be inclusive of carrying out the works at and /or upto all heights, lifts, leads and depths The contractor shall make all arrangements for the same. Nothing extra shall be payable on this account
5. **SUBMISSIONS IMMEDIATELY AFTER AWARD OF WORK** The Contractor shall submit the following details immediately after award of work. a) Site organization chart with Bio-data of Engineer at site and Key Personnel proposed to be deployed at site. b) A certified copy of Power of Attorney in the name of person who has signed the tender document and work site register and other relevant document. The contractor shall prepare and submit a tentative Integrated Bar Chart on Microsoft

Project Software clearly indicating the various activities, in a stage wise manner to complete the entire work covered under this tender within the stipulated period duly signed by contractor and Concerned ADEN of the section.

5 (A) Methodology of execution of work.

5 (B) During execution of work cost of any damage to Railway property will be recovered by the agency.

5 (C) As the work has to be done on railway public facility the agency has to depute the manpower at various sites duly ensuring safety at work site.

6. The progress of work shall be strictly monitored on pro rata basis as per scope of work and Integrated Bar Chart to be submitted considering all the parts of the work. Contractor has to submit Integrated bar chart according to the stages of work after visiting the site and understanding the nature of work within 15 days issuing the LOA. Within next 15 days site clearance, shifting of cables if any, removing of structure, shifting of pipe lines, conduit, or any other hindrance to start the work shall be done by contractor with Co-ordination from Railway for which no extra payment shall be given by Railway Le. one month period shall be given to contractor for preparation of work site such as getting layout of site, understanding of work, preparation of drawing & design, preparation of bar chart as per site requirement duly countersigned and agreed by Railway shifting of material, pipes, cables, structure etc after issue of LOA. **No delay in work shall be considered once Integrated bar chart program is submitted by contractor jointly signed by ADEN, SSE Works and Contractor.**
7. Once Integrated Bar chart is submitted progress of work shall be monitored as per prorated basis as per scope of work and value of tender awarded. Whole work is divided in Three milestones.
 - (i) (1 month) for preparatory work & preparation & approval of drawing.
 - (ii) 40% progress of work physically/financial. –1.5 Month
 - (iii) 60% progress of work physically/financial -1.5 Months

Integrated Bar chart to be submitted considering the above milestone of work, so that strict monitoring of physical and financial progress can be monitored. ADEN office shall prepare bill after completion of each milestone of work and certify physical and financial progress of work.

(PROTECTIVE / SAFETY MEASURES Necessary protective and safety equipment shall be provided to the Site Engineer, workers & Supervisory staff by the Contractor at his own cost and to be used at site. The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion, The agency may deploy adequate equipment, machinery and labour as required for the completion of the entire work within the stipulated period specified.

8. **REMOVAL OF 'DEBRIS' ETC. FROM SITE** The Contractor shall not stack building material /Debris /muck on any other outside site barricading. The muck, rubbish etc. shall be removed periodically as directed by the Engineer-in-Charge, from the site of work to the approved dumping grounds as per the local byelaws and the Contractor shall obtain regulations of the concerned authorities and all necessary permissions in this regard from the local bodies Nothing extra shall be payable on this account.
9. The Contractor shall render all help and assistance in documenting the total sequences of this project by way of photography, slides, video recording etc. Nothing extra shall be payable to Contractor on this account. Pre and post photography, videography and drone survey have to be done of each stage of

work by the contractor at his own cost and shall be submitted along with submission of bill for which no extra payment shall be done by railways.

10. Testing of materials: Samples of various materials required for testing shall be provided free of charge by the Contractor including its transportation to testing laboratories. The cost of tests for all materials shall be borne by the Contractor. Testing of material shall only be got conducted from any Government Testing Labs as per direction and decision of the Engineer-in-charge. However, in case of exigencies of some works, testing may be permitted from the approved Private Labs (NABL Accredited only) other than Government Testing Labs on written request by the Contractor and duly approved by Engineer in Charge.
11. **Maintenance:** If any defect is noticed during the **maintenance period for 18 months** to be reckoned from the date after the maintenance period prescribed in the contract expires it should be rectified by the contractor within seven days, and if not attended to the same will be deducted from the SD. If any deficiencies noticed during maintenance period it should be attended/rectified within 3 days' time otherwise penalty of 2000/- in each cases will be imposed.
12. **Approval of Material:** All material used in execution of work shall be of certified by ISO/IS approved reputed brand. Also, Medical Gas Pipe Line System must follow Single Standard any one only from - NFPA 99c/HTM 02-01/ ISO 7396-1/DIN/EN or latest specifications & standard of medical gas pipe line system except Copper Pipe which should be as per IS or ISO specification which should meet standard of medical gas pipe line system. Over all work will be executed as per relevant ISO/IS specification required for medical gas pipe line system. Unless otherwise specified, the brands/makes of the material as specified in the item nomenclature or as per particular item specification shall be used in the work. The contractor shall obtain prior approval from the Engineer In charge (DEN /Sr DEN) or CMS/Bhopal before placing order for any specific material/brand/make. Whenever the specified brand of material is not available then, the Engineer in charge (DEN/SR DEN) or CMS Bhopal may approve any material equivalent to that specified subject to proof being offered by the contractor for its equivalence and its non- availability to his satisfaction. All material testing report shall be submitted by Contractor in advance before starting of the work at site. Necessary documentation/ test certificates shall be furnished by the Contractor from the manufacturer/OEM before supply of material for approval by Engineer-in-charge.
13. Core cutting or drilling where ever is required for laying of pipe line etc work will be done by contractor at their own cost, nothing extra will be paid on this account. Also any damage to building seen during execution of work, it will be rectified by the contractor at their own cost, nothing extra will be paid on this account.
14. Personal Safety Measures for Labor Contractor will provide the following items for safety of workers:
 - (i) Protective footwear, Safety belt, helmets, retro jackets and gloves to all workers employed for the work as per requirement of site.
 - (ii) Welder's protective eye-shields to workers who are engaged in welding works.
15. **The contractor is required to do survey of Divisional railway hospital work site, prepare & submit the working drawing of medical gas pipe line network as per present capacity of installed Oxygen Medical gas plant in division railway hospital Bhopal as per scope of work for prior approval by the Engineer-in-Charge (Sr. DEN/DEN) or CMS/ DRH Bhopal before execution of the work.**
16. **Payment Term: 95% payment of the total work value shall be released after the successful installation/ commissioning of the medical gas pipe line items against the submission of the test report. Balance 5% of the work value shall be released after 3 months of satisfactory completion of work as per certification by concerned user department.**