

Special Conditions of Contract

S.No.	Description
1	SPECIAL CONDITIONS OF CONTRACT. I
1.1	(i) Railway will exercise absolute discretion for operating all or some of the items of the schedule. The quantities indicated for different items under SCHEDULES are indicative and approximate and may vary from nil to actual requirements at the time of execution. (ii) The quantities shown in above schedule are approximate and are as a guide to give the 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 item & it's quantities given in schedule & no extra rate will be allowed on this account. The contractor will not have any claim over it.
12	in Indian Railways Standard Engineer-in-Charge shall mean the " Engineer " as defined General Conditions of Contract- April- 2022 (GCC-April-2022).
1.3	" Engineer's Representative " shall mean the Assistant Divisional Engineer in direct charge of the works and shall include any Sr.Section/Junior Engineer of Civil Engineering appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway. Engineer's Representative to be treated as " Authorized Railway's representative ".
14	Material/Products to be used in the work shall be of approved make/brand as per the list of approved manufacturers/brands/makes given in the tender documents. In case, no make or brand is specified in the tender documents the materials supplied should bear an ISI mark & manufacturer's name should figure in the list of approved licencees of BIS.
1.5	In the case of items for which neither brands are specified nor ISI marked items are available, the sample shall be got approved from Engineer-in-charge.
16	In all the above cases i.e. (1.4) to (1.5) samples/fixture shall be approved by Engineer-in-charge before using the same in the work.
17	Engineer-in-charge has discretion to check the quality of materials equipments to be incorporated in the work at the source of supply or site of works even if the materials has been made as ISI mark or from the approved make list. In case it is required to test the materials, the testing charges are to be borne by contractor.
1.8	Even after approval of sample, if it is found at any point of time during execution that materials actually used is differing from the approved sample, the contractor shall remove the defective materials and the entire cost of redoing the work will be borne by the contractor.
19	of the contractor for safety of his labour, tools and plants materials It is sole responsibility while executing the work
1.0	The execution of all non-SOR items are including of all lead, lift, crossing of any No. of lines, ascent, descent, loading, unloading, transporting, labour, tools, plants, taxes, royalty etc., complete.
1.11	shall be executed with contractor's own materials of All the works covered under the contract
1.2	approved quality, unless otherwise specified. No extra lead, lift or any other charges will be paid to the contractors, unless otherwise specified. The rate quoted by the tenderer for all items are inclusive of all kind of taxes (direct tax, indirect tax, GST etc) levied by the Central Government/State Government/Local bodies etc.

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1.13	Contractor will be required to dispose off the resultant debris part or full load by own transport and labour within the Railway's land at nominated locations in the colonies as directed by the Engineer-in-charge or his authorized Railway's representative at site. If the contractor fails to dispose off the debris the concern-executed item from where the debris is released will not be paid. The additional lead and lift will be payable under relevant section of S.E.C. Railway USSOR-2010/CPWD-DSR-Vol.I & II (2021), CPWD-DSR-Horticulture & Landscaping and Specification of CPWD-DSR - Vol. I & II-2020 with latest correction slip beyond the free lead and lift of concern item, if work has been executed as directed by the Engineer-in-charge or his authorized Railway's representative at site.									
1.4	The railway will at its discretion and for the duration of contract make available as per the extent procedure/guidelines land at site for the construction of contractor's site office, stores etc. required for the execution of contract. Cleaning and leveling of the ground, construction of the temporary roads, stores, offices, etc. as required shall be done by the contractor at his cost to the satisfaction of the Engineer. No land for the accommodation for his staff and labour shall be made available by the Railway. In regard to the land made available to the contractor for the office, stores, the site shall on completion of work, be restored to reasonably the same condition as they were originally handed over to the contractor.									
1.15	Variation in contract quantities: The variation in contract quantities will be governed by Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022) under clause 42 with up- to- date correction slip and handling vitiatiion during variation in contract quantities will be follow:-									
1.15.1	Ref: Railway Boardletterno2017/Trans/01/Policy New Delhi,dated:08.02.2018 1. Handling Vitiatiion during Variation in Contract Quantities A contract shall be considered “vitiated” only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded. <table><tr><th>SN</th><th>Value of Contract</th><th>Percentage difference between present Contractor and new L-1 as a result of variation. (percentage shall be calculated with base as the revised contract quantities multiplied by the rates ofthe present contractor)</th></tr><tr><td>1</td><td>Small value contracts (Tender Value lessthan Rs.50 Lakh)</td><td>10</td></tr><tr><td>2</td><td>Other than small value contracts (Tender Value equal to or more than Rs.50 lakh)</td><td>5</td></tr></table> When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken	SN	Value of Contract	Percentage difference between present Contractor and new L-1 as a result of variation. (percentage shall be calculated with base as the revised contract quantities multiplied by the rates ofthe present contractor)	1	Small value contracts (Tender Value lessthan Rs.50 Lakh)	10	2	Other than small value contracts (Tender Value equal to or more than Rs.50 lakh)	5
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1.15.2	<p>The Railway shall immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.</p> <p>The above shall be regulated asunder:</p> <ul style="list-style-type: none"> (a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. The provision of Railway Board letter no 2007/CE.I/CT/18/Pt.XII dated 31.12.2010 hereby gets superseded. (b) Executive while executing the work shall make all efforts to ensure that no vitiation takes place in normal circumstances. Vitiating should be an exception rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/atpar (c) Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/additions by way of new items will not be counted for computing Vitiating.
1.16	<p>The railway will not arrange to supply electric energy The contractor shall make his own arrangements for electric energy necessary for the works. The system shall conform to Indian Electricity Act and shall be approved by the railway.</p>
1.17	<p>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) and/or clause 17(A)(i) of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC- April-2022) may also consider levy of token penalty as deemed fit based on the merit of the cases.</p>
1.18	<p>The contractor shall be responsible for any damages occurring while keeping them stacking under their custody till the materials are erected/fixed by him and work is finally accepted by the railway.</p>
1.19	<p>(1) On account bill will be paid up to maximum of 90% of the contract value and balance amount will be paid with final bill in one lot after completion of the same work and after doing all adjustments of Railway materials issued to the contractor if any in case of contract value up to Rs.50 lakhs. (2) On account bill will be paid up to maximum of 90% up to Rs.50 lakhs of contract value and above Rs.50 lakhs up to 95% of the balance contract value and balance amount will be paid with final bill in one lot after completion of the same work and after doing all adjustments of Railway materials issued to the contractor.</p>
1.20	<p>Contractor will have to make his own arrangement for water for concreting & other works while in execution. The water may be provided by Railways, if available. For using Railway's water, contractor will have to make his own pipe line arrangement along with water meter from location decided by Railway Administration. The rate chargeable will be as per rate given by Railways for purchase of water prevailing at that time. Supply of water from Railway's will depend upon availability and feasibility & contractor will have no claim for non supply of water by Railways.</p>

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1.21	As per Railway Board Letter No.F(X)I/95/1/1, dated.07/09/2021 & corrected upto Correction Slip, the revised scales of conservancy cess charges will be recovered from the different categories of contractor's and other party will be as per under:- Average No. of labour/workman employed per day - Conservancy cess charges will be recovered (per month) 1 to 5 - Rs.159/-, 6 to 10- Rs.312/-, 11 to 25 - Rs.785/-, 26 to 50 - Rs.1,143/-, 51 to 100 - Rs.1,534/-, 101 to 200 - Rs.1,926/-, 201 to 300 - Rs.2,318/-, 301 to 750 - Rs.2,676/-, 751 to 1500 - Rs.5,382/-, 1501 to 3000/- Rs.10,768/-, 3001 & over - Rs.21,508/-.
1.22	All testing as considered necessary by Engineer will be carried out at Contractor's cost. The Engineer may order the materials in the works to be carried out wherever he considers it necessary to test workmanship, quantity and quality, and if the work be found satisfactory the cutting out and replacing of the materials only will be paid for by the railway. But, if in the opinion of the Engineer such opened up work has been executed as either unsound, imperfect or with unskillful workmanship or with materials of inferior quality or not in accordance with the conditions of the contract or the contractor has not done in accordance with the conditions, the contractor shall forthwith at his own cost and to the entire satisfaction of the Engineer rectify, re-construct or replace the same either in whole or in parts as directed by the Engineer, whether or not the value of any such work or materials shall have been included in any payment made to the contractor.
1.23	The rates quoted should take into account all the above special conditions and no extra payment will be admissible on any of this account under any circumstances.
1.24	In case the contractor fails to take up or complete the work of any work order, the railway have the right to close such work orders by imposing a penalty of 10% on the full work order value or the Railway may determine the contract owing to the contractors default in terms of clause- 62 of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022).
1.24.1	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.
1.25	Before offering the rate in the tender, the tenderers are required to inspect the site thoroughly and satisfy themselves as to the nature of work involved and all possible difficulties likely to be encountered for execution the work.
1.26	Multiple L-1 :- In case of more than one L-1 bidders, tender may be awarded to tenderer having higher bid capacity. In case bid capacity is also the same, tenderer having done more value of similar work in last three previous financial years and the current financial year up to the date of opening of tender may be selected for award.
1.27	Termination of the contract- effect of non-performance by the contractor within the validity: If contractor fails to apply for extension of time on valid and reasonable grounds as acceptable to the railway after expiry of the date of completion/extended of completion, in such situation Railway reserves the right to terminate the contract agreement without issuing seven days and forty eight hours notices in terms of Railway Board's letter No.99/CE-I/CT/28(PT) dated 17.05.2004. It may be noted that for non fulfilment of the contract the railway reserves the right to claim the damages under clause 62 of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022) in addition of any other rights available to it under law.
1.28	Care In Submission of Tenders: Applicability of GST & allother taxes will be governed by clause-6 of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022)
1.29	Railway reserves the right to get the work executed anywhere in the entire jurisdiction of DEN/Sr.DEN concerned with the prior written orders of the concerned DEN/Sr.DEN whenever the work is required to be executed outside the jurisdiction specified in the tender. The decision of the Railway shall be final & binding upon the Contractor.

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1.30	The work is primarily of maintenance nature, which requires frequent instruction to the contractor from Railway side. The contractor or his authorised representative should be readily available to the Railway administration for receiving instructions in writing through site order book and for compliance of the same.
1.31	For various work orders different dates of completion can be given by the Railway Administration depending up on the type, nature and scope, urgency etc., of the work.
1.32	Contractor should have his own water tanker with watering arrangement for proper curing of work. Without proper curing, no payment will be made for the work done.
1.33	Contractor should have a store with proper record of quantities of materials stored in the jurisdiction of concerned SSE(Works/P.Way) under whom the work is being executed so that the same can be inspected any time by the Railway officials for which contractor has to be taken permission of land as per rule.
1.34	<p>Order of Precedence of Documents: In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:-</p> <ul style="list-style-type: none"> (i). Letter of Award/Acceptance (LOA) (ii). Bill(s) of Quantities (iii). Special Conditions of Contract (iv). Technical Specifications as given in tender documents (v). Drawings (vi). Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. (vii). Indian Railways Unified Standard Specification (IRUSS-2021) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. (viii). CPWD Specifications 2021 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. (ix). Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. (x). IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. (xi). Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
1.35	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.
1.36	<p>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</p> <p>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 circulars.</p>
1.37	<p>As per Railway board letter no.2022/TK-II/22/7/1; dated :-09.02.2022 TMT Reinforcement Bars was decontrolled by RDSO. The Reinforcement shall be procured by the contractor in compliance of specification /steel/ reinforcement of letter no. CAO/CON/SECR/Works/Tender policy/126 dated 12.02.2024.</p> <p>(Specification for Steel Reinforcement)</p>

	<p>“Supply of TMT reinforcement bars should have conformity to the SCHEDULE OF TECHNICAL REQUIREMENTS for SUPPLY OF TMT REINFORCEMENT BARS to Indian Railway. All reinforcement steel (TMT Bar) and structural steel as per IS:1786 and IS:2062 with latest amendment should be procured from the primary producers of steel i.e</p>
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a) SAIL

b) TISCO

c) RINL

d) Any other primary steel producers having integrated steel plants (ISP) and using iron ore as the basic raw material and having in-house iron rolling facilities, followed by production of steel through the process of DRI-EAF, BF-BOF and Corex-BOF only.

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S.No.	Description
2	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 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 IS 12226 for OPC- 53 grade, as the case may be.
2.2	Special condition of TMT Bars for providing, consumption & payment:-
2.2.1	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 conforms to the Specifications at the cost of the contractor.
2.2.2	Contractor will be required to produce test certificate for each lot of steel brought at site from the manufacturers/reputed firm/Institute/Lab. Independent tests shall be carried out from Govt. Engg. College/Govt. approved labs at contractor's cost, well before commencing of work and whenever required, to ensure that the materials procured conforms to the specifications. The same should conform to updated versions of IS: 1786-2008. Railway may order testing of supplied steel and cost of testing will have to be borne by the Contractor.
2.2.3	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.
2.2.4	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.
2.2.5	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.
2.2.6	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.
2.2.7	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.

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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.
2.5	The items for various section of USSOR-2010/CPWD-2021/USSOR-2021 mentioned are tentative and for guidance of tenderers. Any item of any section of USSOR-2010/CPWD-2021/USSOR- 2021 can be executed as per site conditions and the contractor has to execute it at the same rate as applicable for that particular section in which the item exist. The contractor will not have any claim over it.
2.6	The railway will not arrange to supply electric energy. The contractor shall make his own, Arrangements for electric energy necessary for the works. The system shall conform to Indian Electricity Act and shall be approved by the railway.
2.7	For white washing, colour washing, snowcem etc. unless splashes are cleared removed, no payment will be made.
2.8	For use of water proof cement paint/Plastic Emulsion paint on old surface. The surface should scrapped/sand papered to make it free of moss dust etc. repairing cracks/scratches with white cement based putty etc. complete.
2.9	Hiring of Hydra crane may be done against item No. 021510 in place of JCB. The crane should have a lifting capacity of 09 Tones or more. The rate payable will be 80% rate for item No. 021510.
2.10	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.
2.11	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.
2.12	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.
2.13	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.
2.14	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.
2.15	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.
2.7	Bridge Work:- In case of conflict between Instruction to tenderers and any of the notes in Drawing, Special condition of contract therein and Schedule of items, quantities and rates, the former shall prevail. In case of ambiguity the decision of Chief Bridge Engineer/SECR/BSP shall be final and Binding on the contractor.
2.7.1	In case of conflict between provisions of IRS/IRC/IS specification the precedence will be in same order. In case of ambiguity the decision of Chief Bridge Engineer/SECR/BSP shall be final and Binding on the contractors.
2.7.2	Excavation/Earthwork executed at the foundation of Bridge during jacketing will be as per Bridge Manual/Approved drawing.
2.8	Special condition for Earthwork/Cess Repair Work:-
2.8.1	Contractor has to prepare graph of earthwork/cess repair on Auto cad. Initial and final level to be plotted on Auto cad for calculation of quantity of earthwork in the interval as suggested by Engineer-in-charge.
2.8.2	In case of earthwork/Rock cutting, contractor has to prepare plot initial-final levels in Auto CAD/Excel for disposal of bill.

2.9	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.). However, it will not be obligatory on part of Railway to supply water to the contractor for Execution of the work
2.10	There are no approach roads to machinery in cutting widening sites, contractor has to make his Own arrangement to deploy machinery to worksite, no extra payment will be given for the work done by contractor for preparation of approaches to work site.
3.0	Additional special condition.
3.1	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.
3.2	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.
3.3	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 in-charge 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.
3.4	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.
3.5	Contractor has to arrange safety jacket and helmet of approved quality for labours while execution of work
3.6	In case of any breach in track safety a penalty of Rs.50,000/- and cost of liquidated damages will be imposed.
3.7	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.
4.0	SPECIAL CONDITION FOR JUNGLE CLEANING
4.1	The first round of cleaning to be completed within 45 days from the date of handing over the site. Subsequent round of cleaning will be done after two months interval.
4.2	Mode of payment:-
	<p>The entire area under the contract will be divided into different "Zones" of approximate 10,000 Sqm. area, each 'ZONE' will be such as to be physically identified based on fixed structures.</p> <p>Pre- pegging and measurement of each such "ZONE" will be done and plotted on colony plan. ADEN concern will conduct 100% test check the measurement before start of the work. Measurements shall be jointly signed by concerned SSE/Works, contractor or his authorized representative and ADEN concern. The area of each 'ZONE' will be considered for each round of execution and measurement.</p> <p>For demarcation of each such 'ZONE', rail posts will be fixed in concrete using scrap rails. One board of size 3' X 2' indicating No. of ZONE, area of ZONE and dates of completion of each round of uprooting/ cleaning, will have to be fixed at contractor's cost. No extra payment will be made for this. However scrap rails will be provided by railway.</p> <p>Payment will be made after completion of any one round of uprooting of weeds/ plants etc. of demarcated 'ZONE' completely. No part payment for any 'ZONE' will be made. Payment will be made when the area is found clear of all sorts of weeds, plants, parthenium, beshram, bantulsi & other unwanted shrubs etc. at the time of measurement.</p> <p>First round of uprooting /cleaning will normally be paid under relevant item of schedule, except where cleaning has been done recently either by departmental labour or through any other contractual agency. However Railway will have the sole authority to classify the Jungle type to be cleaned and decide upon which item of schedule to be operated for a particular location. Subsequent uprooting / cleaning will be</p>

	classified in light jungle and will be paid under relevant item of schedule except where no jungle cleaning has been done continuously for last six months. However decision of Engineer-in-charge for classification will be final.
4.3	Transportation of uprooted jungle, silt etc. may be required such as to remove it to a nominated place away from colony area. This has to be done by contractor's own transport vehicle & no extra payment will be made for this.
4.4	Herbicides, weedicides or any other method (use of plant/ machinery) may be used by the contractor if he feels it useful in consultation with Engineer-in-charge. The herbicides/weedicide to be used should not be harmful either to human being or to any animal/ birds etc. However even if herbicide/ weedicide is used, complete uprooting of weeds/ plants up to the entire satisfaction of Engineer-in-charge is to be done. No extra payment for this will be made.
4.5	The contractor shall arrange for removal of blockage from the drains situated in the colony areas mentioned in the name of work, so that there is no obstruction in the smooth flow of water to avoid water stagnation. De-silting of all drainage collection wells in this area is also to be undertaken. The work must be completed before monsoon. Payment for this will be made under respective item of CPWD-Hort-2020-Ver-II & CPWD-DSR-2022-Ver-II and Vol.I & II of CPWD Specification & USSOR 2010.
5.0	SPECIAL CONDITION FOR ROAD WORK
5.1	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.
5.2	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.
5.3	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.
5.4	Bitumen carpet shall be compacted with 22T Vibratory Roller.
5.5	The bituminous aggregate should be obtained from mechanical automatic hot mix plant of adequate capacity.
5.6	Aggregate to be used should be from hard stone crusher broken aggregate confirming to IS-383.
	Shoulders and Cess
5.7	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.
5.8	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.
	Rolling
5.9	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.
5.10	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.
	Rates

5.11	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).
5.12	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.
5.13	Camber : The camber shall be 1 in 48 or as directed by the Engineer or otherwise specified.

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SAFETY PRECAUTIONS

PRECAUTIONS WHILE WORKING IN THE VICINITY OF TRACK.

1. 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 programme 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.
2. In addition to the precautions taken by the contractors for the safety of the track and labour, it may be necessary to post flagman in some locations as additional safety measure. The contractor(s) shall be fully responsible for any damage to or trespass caused by his/their men to surrounding structure, Railway bears no liability whatsoever on this account.
3. Before taking a block on running line CPM/Bar chart will be required duly signed indicating daily activities and progress with out which block will not be arranged. However, Railways do not guarantee the availability of block on a particular day.
4. All modern equipment's, tools and plants including machinery's may please be arranged to save time for completing the work at the earliest to avoid bursting of block.
5. Necessary barricades will have to be provided as per CE's Circular No16, to restrict the movement of passengers for safety of users, along with table, name boards as per site conditions. No extra payment shall be allowed for these arrangements.
6. Similarly during execution including erection, the tenderer may have to encounter inconveniences/ obstacles due to O.H.E. Electrical wires & other structures. The tenderer shall note this while quoting his rates. The rates shall include extra expenditure due to inconveniences/ difficulties due to all these obstacles/ encumbrances (OHE electrical wires, other structures etc.). Nothing extra shall be paid on these accounts.
7. The speed restriction & other required boards and protection of site as required for safety of track would be arranged by the railways. No work under track should be commenced unless the Permanent Way Inspector has imposed traffic block. Work will be undertaken only in presence of railway representative.

DEPLOYMENT OF MAN-POWER FOR TRACK PROTECTION

- I. Railway's track man will be provided for protection of work site as per IRPWM, 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.
- II. 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.
- III. Contractor has to arrange safety jacket and helmet of approved quality for labours while execution of work.
- IV. Contractor will have to use his own hooter for safety at work site.
- V. In case of any breach in track safety a penalty of Rs.50,000/- and cost of liquidated damages will be imposed.

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