

## **SPECIAL CONDITIONS OF CONTRACT**

**Name of the Work - PRN-CNB section: Provision of standard height gauges & other associated ancillary repair work on various subways under jurisdiction of ADEN/CNB.**

1. The special conditions of contract are to be read in conjunction with General conditions of contract. If there are any variations or discrepancies or conflicting provisions, the provisions in special conditions shall take precedence over the provisions in the General conditions of contract.
2. **Scope and description of work:** The work includes provision of standard height gauges & other associated ancillary repair work on various subways under jurisdiction of ADEN/CNB. It includes design, fabrication, supply, transportation, foundation construction, erection, painting, signage installation, testing, and commissioning of Height Gauges on both approaches of the LHS 187, 200, 219, & 226 or any other location as per direction of Engineer-in-charge , including all labour, materials, tools, plants, safety arrangements, and incidental works necessary to complete the job as per RDSO drawing no. RDSO/M-0001 or any other drawing duly approved by competent authority of railway based on Railway Standard Specifications, Relevant RDSO guidelines confirming to Railway Safety and Bridge Rules.
3. However, mentioned total No. of LHS and their location are tentative and can be changed (increased or decreased) within the jurisdiction of JHS- Division, NCR if the need arises. No extra claim of payment shall be entertained for changes or increase/decrease in subway locations. Railway reserves the right for change of such location and no. of subways. Payment shall be made for the no. of height gauges where work will get executed at site.
4. Work includes supply all materials, labour, tools, plants, testing, transportation, royalty, and taxes & road safety appurtenances, including reflectors, delineators, terminal sections, Removal of existing non-standard height gauge and disposal, Coordination with Railways & road authorities, Traffic management and public safety arrangements. Etc

  
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5. If schedule doesn't cover the required items for the provision of height gauges, these will be added with mutual consent. Purpose is to carryout required and best suitable height gauges.
6. If required, during execution of work, the Contractor shall prepare all necessary drawings required for construction, installation, or verification purposes. All drawings shall be submitted to the Railway authorities for review and approval before commencement of fabrication or erection work. Approval of drawings from the Railway authorities shall be obtained by Contractor at his own cost, including any charges for submission, modifications, resubmissions, and compliance with Railway comments. No separate payment shall be made for all the drawings as all such costs are deemed included in the contract price.
7. Commencement of work shall be contingent on approval of all required drawings. Work executed without approved drawings shall be considered unauthorized, and the Contractor shall be responsible for any rectification or replacement at his own cost.
8. All communications, fees, coordination, and approvals shall be arranged by the Contractor.
9. All costs towards, preparation of drawings, design & its proof checking (if required), modifications, technical justifications, submission, resubmission, and obtaining Railway approval shall be borne entirely by the Contractor. Nothing additional shall be paid by the Employer/Department under any circumstances. Failure to obtain Railway approval for the barrier shall be deemed as non-fulfilment of contractual obligations, and no extension of time or financial claim shall be entertained.
10. Contractor shall take all care to avoid any damage to cables, telephone cable, OFC cables, water pipe lines, electric cables etc. Any damage to the railway property on account of contractor's negligence shall be made good at contractor's cost.
11. In case any ambiguity between special conditions and general standard condition, special conditions shall prevail.
12. In case of any dispute arising out of the punctuation and or any typographical error in the schedule, the same will be corrected with reference to CPWD- DSR- 2023 and USSOR- 2021 of Indian Railway in original manuscript available with COS/WA.



13. Contractor will not be entitled for any claims if any of the items indicated in the schedule is not got done or not given to him.
14. Time is the essence of contract. The contractor shall submit a Bar Chart/CPM/PERT chart within 15 days on award of the work for completing the work within the completion period. Progress shall be maintained strictly in accordance with the programme submitted by the contractor in the said chart time to time and as accepted by the Engineer-in-charge.
15. The Contractor shall provide, install, maintain, and operate all necessary traffic management and safety arrangements to ensure the safe and continuous movement of traffic from the LHS while carrying out work.
16. The Contractor shall not commence work until the Traffic Management Plan (TMP) is approved by railway Engineer-in-Charge.
17. **Work Schedule, Delays, and Penalties:** Contractor must submit a detailed Work Program (CPM/Bar chart) before starting work. Delays due to machinery failure or manpower shortage will not qualify for a time extension. Railway may impose penalties for Slow progress, poor workmanship, Safety violations etc. Force Majeure events must be notified within 48 hours; failure to notify voids the claim.
18. If any accident takes place while transporting material or while unloading material, labour, truck, tractor, trailer etc. Railway will not be responsible.
19. Contractor should have proper communication systems of mobile phones for each site supervisor.
20. All material after arrival to be stacked neatly by contractor labour as per instructions.
21. Man power and machinery should be arranged by contractor at his own cost.
22. Execution of all items is governed by General and Special Conditions of Contract.
23. No special condition quoted by tenderer will be entertained.

24. Tenderer should carefully study all the General/Special Conditions and specifications accompanying the tender schedule/form in general and get himself/themselves acquainted with the site conditions. In case of any confusion/ contradiction the same may please be clarified from Railways/DRM office.
25. Rates include all taxes i.e. sales tax, octroi, excise duty, other levies etc. and all other incidental and unforeseen expenditure if any.
26. Electricity if required at work site, shall to be arranged by contractor at his own cost.
27. **SUPPLY OF WATER:** The contractor should make at his own cost his own arrangement for supply of water required for the work including water required for testing purpose and also for drinking purpose.
28. Height gauge shall be of frangible/break-away type designed to safely deflect or collapse in case of accidental impact without transferring load to the subway/bridge structure. Clear vertical height between road surface and HG cross-bar shall be as indicated on RDSO approved drawings.
29. **Foundation & Civil Works:** Foundations shall be constructed as per RDSO drawing no RDSO/M-0001 as per approved drawings. Foundation dimensions shall be based on soil conditions and structural design. Anchor bolts shall be fixed using steel templates, ensuring correct alignment and spacing.
30. The following signs shall be provided on each approach, in accordance with IRC:67:
  - Warning sign – Restricted Height Ahead
  - Mandatory sign – Height Limit
  - Clearance Board – “MAX CLEARANCE \_\_\_\_ m”
  - Advance Warning Signs.
31. **Quality Assurance & Testing:** The contractor shall maintain a Quality Assurance Plan (QAP) including:
  - Steel material test certificates
  - Galvanization thickness reports
  - Concrete test cubes
  - Weld inspection & DPT reports
  - Bolt torque test records

- Alignment & height measurement sheets
- No component shall be erected without railway approval.

**32.** All the test prescribed in specification of the works in relevant IS code has to be conducted in Govt. approved laboratory / Govt. Engg College / NABL approved laboratory and the result for the same in original to be submitted by contractor to the engineer at site. The cost of tests to be borne by the contractor.

**32. FLOODS OR ACCIDENTS:** The contractor shall take all precautions against damages by floods or from accidents etc., not covered by expected risks. No compensation will be allowed to the contractor on this account for carrying out the repairing of any such damages to the work during construction. The contractor shall be liable to make good at his cost any plant or material belonging to the Railway, lost or damaged by floods or from any other cause while in his charge.

**33. TAXES AND ROYALTIES:** All rates quoted in the tender shall be deemed to be inclusive of all and no additional amount will be paid or claim entertained on this account by Railway. The contractor is liable to pay any charges/fees levied by the local authority / Government during execution.

**34. CODES & RELEVANT SPECIFICATION:**

**1.** The following codes and specifications will be followed.

- IRC:67 – Road Signs
- IRC: SP-55 – Traffic Control Safety
- IS:800 – General Construction in Steel
- IS:4759 / IS:2629 – Hot-dip Galvanization
- IS:456 – Concrete Works
- RDSO drawing no. RDSO/M-0001.
- If required, any Approved GAD/Detailed Drawings approved by the Engineer-in-Charge (EIC) as per site condition submitted by contractor based on RDSO Guidelines for provision of height gauges
- Provisions in the latest IRS General Conditions of Contract (GCC).

**35. QUALITY ASSURANCE:** Tenderer should establish quality assurance system having essential features among other needed for quality control during the execution of work.



Tenderer shall submit full details of the quality assurance systems to authority accepting the tender and shall obtain their approval prior to its introduction.

- 36. Traffic Management & Safety:** The contractor shall prepare a Traffic Management Plan (TMP) approved by Engineer-in-Charge. Proper barricading, reflective cones, safety tapes, and flagmen shall be provided. Work shall comply with IRC: SP-55 safety guidelines. No work shall be done at night without adequate lighting.
- 37. GUARANTEE FOR MAINTENANCE PERIOD:** The work will be maintained in a good condition by the contractor **for one monsoon season** from the date of completion of the work. Maintenance shall include Replacement of damaged members, Repainting & refixing reflectors, Repair after vehicle impact, Alignment corrections, Tightening of fasteners etc. Damage due to vehicle impact shall be rectified within 48 hours.
- 38.** The Contractor shall be fully responsible for any damage resulting from Poor workmanship, Faulty material, Inadequate anchoring, Failure of fittings, bolts, any damage leading to risk to railway assets or road users, all repairs shall be done at no extra cost by the contractor.
- 39.** During the maintenance period, If the damage is due to defect, contractor shall replace at his cost. If damage occurs due to accident of vehicle, payment may be made separately under relevant item (if included in contract), or as per Engineer in charge instructions.
- In case contractor fails to rectify defects, the same will be rectified and repairs carried out by the Railway administration departmentally or through other Agency at the cost of the contractor. An amount of 2.5% of the contract value will be kept in deposit for further six months to meet with the expenditure if required to be incurred for rectifying defects within the maintenance period as mentioned above.

**Notes:**

1. In the event of any difference of opinion in regard to any item of work not explicitly covered by specifications or Codes in or in regard to the interpretation of specifications including Codes, the directions and decisions of the Engineer in charge shall be final and binding on the successful tenderer. All such changes, modifications to designs and decisions shall not be entitled for any claim or compensation for payment. No plea of customs or usage shall be entertained. The tenderer should note that there may be

changes the locations of bridges as per site requirement, which they are bound to carry out and comply with.

2. There may be changes in the design even during the construction stage or before completion of the work and the successful tenderer shall not be entitled for any claim or compensation on this account and shall be bound to carry out without addition all liability as covered in agreement, such changes, modifications, revised designs as may be required to suit the completion of this work.

3. Decision of Divisional Engineer/Central or his representative for the completion of work shall be final and binding.

4. The rate quoted by the tenderer shall be inclusive of cost of all labour and materials like sand, aggregates, shuttering, and pipe for weep holes etc. for the successful completion of item in all respects.

5. The contractor will maintain quality control charts at site of work, based on the test results, which should be made available to the inspecting officials on demand.

**6. Removal of Rejected Material:**

Any materials, which are rejected by the Engineer for any reason before or after placing, shall be removed from site at the contractor's expenses. Contractor shall remove from site such materials as rejected by the Engineer-in-charge within reasonable time as specified by him.

**Special condition for Contractor's Vehicles plying near Railway track**

1. PCE circular 103R must be followed to ensure safety at work site. If any condition regarding safety is violated as per above, then following action may be taken against agency-

- Incident of 1 time- Penalty of Rs. 50000/- will be imposed.
- Incident of 2nd time- Penalty of Rs. 100000/- will be imposed.
- Incident of 3rd time- Railway may terminate the contract without any prejudice.

2. The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in Railway land next to the running line. If for execution of certain works viz.



earthwork for parallel Railway line and supply of ballast for new or existing rail line gauge conversion etc. road vehicles are necessary to be used in Railway land next to the Railway line, the contractor shall apply to the Engineer-in-charge for permission giving the type and number of individual vehicles, names and license particulars of the drivers, location, duration and timings for such work/movement. The Engineer in charge or his authorized representative will personally counsel, examine and certify, the road vehicle drivers, contractor's flagmen and supervisor and will give written permission giving names of road vehicle drivers, contractor's flagmen and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:

3. Road vehicles can ply along the track after suitable cordoning off track with minimum distance of 6 m from the center of the nearest track. For plying of road vehicles during night hours, adequate measures to be communicated in writing along with a site sketch to the contractor/contractors' representative and controlling engineers/supervisors in charge of the work including officers and the in charge of the sections.
4. Nominated vehicles and drivers will be utilized for work in the presence of at least one flagman and one supervisor certified for such work.
5. The vehicles shall ply 6 m clear of track. Any movement/ work at less than 6m and upto minimum 3.5 m clear of track centre shall be done only in the presence of Railway employee authorized by the Engineer-in-charge. No part of the road vehicle will be allowed at less than 3.5 m from track centre. Cost of such Railway employee shall be borne by the Railway.
6. The Contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to this equipment and men and also damages to Railway and its passengers.
7. Engineer in-charge may impose any other condition necessary for a particular work or site.
8. The staff engaged by the contractor at site should be competent enough for the job. They should possess the certificate of competency certificate; necessary training will be arranged by the contractor at his cost by an expert to enable ADEN in-charge to accord permission for the job. Without a suitable competency certificate, the contractor's supervisors shall not be allowed to carry out concreting and earthwork.



**Notes: -**

1. In the event of any difference of opinion in regard to any item of work not explicitly covered by specifications or Codes in or in regard to the interpretation of specifications including Codes, the directions and decisions of the Engineer in charge shall be final and binding on the successful tenderer. All such changes, modifications to designs and decisions shall not be entitled for any claim or compensation for payment. No plea of customs or usage shall be entertained. The tenderer should note that there may be changes after approval of design as per site conditions, which they are bound to carry out and comply with.
2. There may be changes in the design even during the construction stage or before completion of the work and the successful tenderer shall not be entitled for any claim or compensation on this account and shall be bound to carry out without additional liability as covered in agreement, such changes, modifications, revised designs as may be required to suit the completion of this work.
3. Decision of Sr. Divisional Engineer/Central or his representative shall be final and binding to contractor.



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