GENERAL CONDITIONS

1. The tenderer is required to quote a percentage rate above or below/at par for the items of each schedule separately.
2. The quantities furnished in the schedule are approximate and the work will be carried out as directed by the Engineer-in-charge. The payment will be made for the actual quantities executed.
3. The rate quoted by the contractor will be inclusive of the cost of all the materials, labour, tools & plant etc., complete including transportation of the same at his own cost including loading and unloading.
4. The materials to be supplied and used by the Contractor should have specific prior approval of the Engineer-in-charge and the work should be carried out in accordance with standard specifications for materials as per approved brand list attached in documents.
5. Any work shall be executed by the contractor on running track in a workman like manner to the satisfaction of the Engineer-in-charge. In the event of an accident occurring wholly or partly due to any act of tantamount to the negligence on the part of the contractor or his labour, the contractor shall render himself liable for the damages and also legal prosecution if loss of life is involved.
6. The Railway reserves the right to reject or alter any part of the work executed by the contractor which in the judgment of Rly. Does not comply with the requirements of the specification. The decision of Railway shall be final on conclusive for all proposes.
7. All the works executed by the tenderer/contractor covered in CPWD DSR 2023 Vol-I & II should comply with CPWD Specifications 2019 Vol-I & II.
8. All the works executed by the tenderer/contractor shall in accordance with Indian Railways Works Manual-2000 and Code for the Engineering department-2012.
9. All the works executed by the tenderer/contractor shall be followed/comply/in accordance with engineering standing orders issued by Principal Chief Engineer, S.C.Railway from time to time.
10. If any other items of works covered by USSR 2021 of S.C. Railway are required to be executed, the same are to be carried out with the same percentage as quoted by the contractor (i.e.) above or below /at par of S.C. Railway, USSR 2021.
11. Conservancy cess charges will be recovered from the contractor's bills as per Rules in force.
12. General instructions to be followed for usage of cement:
    a) The cement proposed to be used for all items of works should confirm to I.S specification 12269 – 1987 of 53 grade. And the agency executing should submit a test certificate for standard properties of cement.

    b) The quantity should be regulated to the actual requirement for each item of work.

    c) Consumption register should be maintained by the SE/SSE In charge of the work.

    d) Extracts of the consumption register should be enclosed with the bills to ensure the consumption at par with the requirement.

    e) Cement consumption register should be test checked by ADEN periodically.

10. Bar bending schedule should be enclosed along with bills confirming the steel used on the work is at par with requirement.
11. All rivet steel to comply with IS specification 1148/82.
12. Fabrication of steel work should comply with IRS specification B.I-2001
13. Welding should confirm to IS 9595/96 if so wherever required.
14. The painting with aluminium should confirm to I.S 2339-63.
15. The painting should be in accordance with the I.R.U.S.S specifications for painting.

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Date: 2026.11.10 18:36:56 IST
Reason: IREPS-CRIS
Location: New Delhi

16. The steel used for bridges including FOBs shall confirm to specification no. IS.2062-2006 grade 'B' for plates & Grade 'A' for rolled structural members and it is to be ensured that the steel used for bridge works including FOB shall not be of rerolled variety and should be from stock yards of SAIL/TISCO/IISCO/VIZAG steel or from any other ISI manufacturing units. The necessary steel test certificate should be obtained from the SAIL/TISCO/IISCO/VIZAG firms to the above specifications for the materials to be used for this work.

17. The joints for main structural members such as ISMB/RSJ/Angles are not permitted. The joints to be provided if any should be according to the specifications and as per approved standard drawings only.

18. Controlled Cement Concrete:
Specifications of controlled concrete is enclosed vide Annexure 'A'.

a) The contractor has to submit the design mix for controlled concrete items as per drawings & as per work, wherever required and the same has to be got approved by Engineer-in-charge before starting the work.

b) The contractor has to make his own arrangements for submitting the cement concrete mix design at his own cost, the rate quoted should include the cost of design mix, casting and testing including all materials, leads and lifts, labour, tools, plant and machinery.

c) The contractor should prepare at his own cost, standard cubes of concrete at suitable intervals during concreting operation under the supervision of Engineer-in-charge or his representative and submit the same to the Railway for testing. The testing will be arranged by the Railway at the contractor's own cost including freight charges for transporting the test cubes to the testing laboratory.

d) The contractor should use hopper machine for mixing cement concrete for controlled concrete items.

e) The controlled cement concrete should comply I.S. Specifications.

19. "No Work" shall be done above or with in 2 meters from the live OHE with out a "permit-to-work". The draft proceedings order (Annexure-B) to be followed where OHE/TRD is in existence.

20. Painting work should be done under the supervision of competent Bridge engineering staff only.

21. To carry out the painting/maintenance works on the girder bridges/Foot over bridges i.e., with in the vicinity of OHE (less than 2 Meters distance) a memo has to be sent to TRD supervisor of the jurisdiction by the SSE/SE/BR duly mentioning the time period required to arrange the 'permit to work'.

22. The accepted rates should be deemed to include all taxes direct or indirect leviable under Central, State or Local bodies Act or rules, Octroi, toll taxes, tools, royalties, seignorages, cess and similar imposts that may be prevailing from time to time.

23. The list of bridges mentioned in the attached document.

24. Defect liability clause: The defect liability period (DLP) shall be 36 months for construction of Buildings, roads, RCC tank, PF walls/surface, Concrete/Masonry drains, bridges including FOBs/ROBs or major repairs/painting of important bridges. Liabilities of the contractor and further details have been mentioned in the tender document.

25. **Special condition for contractor: Defects Liability clause:**

Contractor's primary obligation under this Contract is to carry out and complete the works to the high quality standard set out in the contract i.e. only new material of specified quality and high standard of workmanship shall be ensured during execution. The defects liability period is intended to complement this liability by remedying the defective work i.e., deficiency in quality of works including defects due to faulty material or workmanship which may becomes apparent during the defects liability period reckoned from the date of issue of completion certificate. The normal use based wear and tear or damage due to an act or omission not attributable to the Contractor, shall be excluded from the liability of the Contractor under this clause. The Defect Liability Period (DLP) shall be 36 months for the works consisting of construction of (i) Buildings, Roads, RCC Tanks, Platform Walls/Surface, concrete/masonry drains, Bridges including FOBs/ROBs or major repair/painting of important Bridges unless specifically mentioned otherwise and liability of the Contractor shall be as under:

1. If any defect is found during the defects liability period, the Contractor must, promptly and at its own cost repair, replace or otherwise make good (in consultation with the Engineer) the defect as well as any damage to the facility caused by the defect. The Contractor will bear all incidental costs, including any costs of removal associated with the repair, replacement or making good of the defect or damage.
2. If the Contractor fails to commence the work necessary to remedy the defect or any damage to the facility caused by the defect within a period of 21 days of issue of such notice, the Railway may proceed to do the work, or engage any other agency to do the work and the costs, including incidental costs, incurred by the Railway as a result will be a debt due and payable to the Railway on demand and may be deducted from Security Deposit or from any payments otherwise due to the Contractor in any other Contract anywhere in Indian Railways.
3. Where the Railway, acting reasonably, considers that substantial repair, replacement or making good is done during last quarters of DLP or during 21 days notice period which falls beyond original DLP, the defects liability period shall extend by a suitable period in such a manner that any repair, replacement or making good the works shall have cover of 3 months of extended DLP
4. The acceptance at any time of Materials or Equipment by or on behalf of the Railway shall not be a bar to future rejection if they are subsequently found to be Defective, inferior in quality, or uniformity to the Material or Equipment specified, or are not as represented to the Railway.
5. The decision of the Engineer for determination of the defects needing repair/replacement or the cost incurred by Railways in defect rectification or estimated cost of repair, if the contractor fails to do the work within specified period shall be final and binding on the Contractor.
6. Only after successful completion of aforesaid liability by the Contractor, SD money shall be released after deductions, if any due to failure on the part of the Contractor. On submission of "Indemnity Bond" in the Format enclosed, SD money may be released after 12 months from the date of issue of Completion Certificate provided no defects have been observed in the work executed during 1st year of DLP.
7. The rights of the Railway under this clause are in addition to and do not limit any other rights which the Railway has under this contract or under any law of the land.
8. The 'Defect Liability Clause" shall supplement the liability of the contractor during Maintenance Period" specified elsewhere in the Contract and the conditions under this Clause shall supersede such conditions of the Contract to the extent of contradiction.
9. Any determination by the Engineer under Defect Liability Clause shall be treated as "Excepted Matter" and shall not be arbitrable.

Signature of the Tenderer/contactor