

AMENDMENT No.1 TO IRWO's GENERAL CONDITIONS OF CONTRACT APRIL 2015



IRWO INDIAN RAILWAY WELFARE ORGANISATION

Railway Office Complex
Shivaji Bridge
Behind Shankar Market
New Delhi

No. IRWO/Tech/CO/GCC

Dated: 13th October, 2015

All General Managers &
Chief Project Managers/IRWO

**Sub: IRWO's General Conditions of Contract – April-2015 (Issued on 10-5-15) -
Amendment No.1 dated 13th October, 2015.**

Following amendments be incorporated in IRWO's General Conditions of
Contract – April-2015. --

- i) **Page 4 – Clause 2.9.1 – Line-13** “the liable” be changed as “be liable”.
- ii) **Page 4 – Clause 2.9.2 – Line-3** “severely” be corrected as “severally”
- iii) **Page 5 – Clause 2.10.1 (iii)– Line-2**
“representation” be corrected as “representative”
- iv) **Page 7 – Clause 2.19©, Line-2**
Word “Contract” in the end be corrected as “Contract”
- v) **Page 8 – Clause 2.20 (i)**
1st Para be ammended as -
“On satisfactory completion of work, 50% amount of Security Deposit shall be refunded to the contractor within 90 days of completion of entire work, if not already returned against Bank Guarantee as per Para 2.19(e) subject to issue of ‘Completion Certificate’ by the Engineer and submission of Final Bill to Corporate Office. Where BG is submitted as per Para 2.19 (e), same shall be released on completion of work and submission of Final Bill to Corporate office.
- vi) **Page 8 – Clause 2.20(ii) be amended as –**
The balance 50% of the Security Deposit shall be refunded to Contractor after 30 days of expiry of maintenance/defect liability period , passing of Final Bill

and handing over of external development works to local authorities satisfactorily and his obtaining and submitting the Occupancy and/or Completion Certificate from Authorities to IRWO wherever necessary. Where different maintenance periods have become applicable to different parts of the works, the expression "the expiration of maintenance" shall be for the purpose of this Clause be deemed to mean last of such periods.

- vii) Page 8 – Clause 2.223 be amended as - "Performance Guarantee" will be released after satisfactory completion of the maintenance/defect liability period as certified by Engineer and passing of Final Bill.
- viii) Page 21, Clause 3.26(a) - Line-5
Word "Veneer" in the end be corrected as "Vernier"
- ix) Page 21 – Clause 3.27(c) –
 - a) Line 1 – close bracket after previous test thereof).
 - b) Line-2 – "for" after payments there be corrected as "of"
- x) Page 23, Clause 3.33, Line-7
Word "excepted" be corrected as "accepted".
- xi) Page 26 – Add new Clause 3.45
 - (a) - For all Group Housing projects, it will be the responsibility of the main Civil Contractor to get main water supply and sewerage connections, wherever needed.
 - (b) - It will be the responsibility of main civil contractor to get the variation in construction, if any, approved from the local Municipal/Govt. Authorities.
 - (c) – For the External Electrification works including Transformer & DG sets, electrification contractor shall arrange with the concerned department inspector for inspection and testing of installation and obtain NOC before commissioning.
 - (d) – For the Fire Fighting installation, the Agency shall arrange with the concerned Fire officer for inspection and testing of installation and obtain NOC before commissioning.
 - (e) – For the erection and installation of Lifts, the Agency executing the work shall arrange with the concerned Municipal/Govt Authorities for inspection and testing of installation before commissioning and get the NOC.
 - (f) - For the work of construction & installation of Sewerage Treatment Plant (STP), the Agency executing the work shall arrange inspection and testing of installation and get the NOC before commissioning, where needed.
 - (g) - For the work of installation of Solar Panel for water heating and /or electrification (lighting), the Agency executing the work shall arrange inspection and testing and get the NOC.
 - (h) – All Government Fees and Charges against official receipts for grant of various NOCs/approval etc shall be borne by IRWO.
 - (i) – Approval/NOC should be arranged within four months of the completion of the work. If the Contractor fails to obtain and submit the approval or NOC or

occupancy and/or Completion Certificate as the case may be within four months of completion of works, then IRWO may engage an Agency for obtaining the same at the Contractor's cost, which may be up to three percent of the contract value.

xii) **Page 31, Clause 5.6 – Period of Maintenance/Defect Liability for complete work be amended as—**

The period of satisfactory maintenance/defect liability for the works shall be certified by Engineer and shall be eighteen months from the date of completion of work as certified by the Engineer or six months after obtaining and submitting Occupancy and/or Completion Certificate, whichever is later.

xiii) **Page 32, Clause 5.8(C), Line 17**

Word “my” in end of line be changed as “may”.

xiv) **Page 33, Clause 5.10, 2nd para, Line-2**

Word “virtual” be deleted.

xv) **Page 51, Appendix “D”**

Schedule 5 be corrected as follows :-

5. PERIOD OF COMPLETION OF SAMPLE FLATS	:	12 months from the date of issue of letter of acceptance (Cl. 3.44). For single storey DUs & 18 months for multi-storey DUs.
13 DEFECT LIABILITY PERIOD	:	18 months after completion of Work or 6 months after obtaining and submitting Completion and/or Occupancy Certificate, whichever is later (Cl. 5.6)



(Deepak Krishan)
Managing Director