

INDIAN RAILWAY WELFARE ORGANIZATION



GENERAL CONDITIONS OF CONTRACT

APRIL 2015

PREFACE

So far General Conditions of contract were printed in tender documents and Contact Agreement making them bulky and consumption of large number of pages. Sometimes, the General Conditions of Contract were varied from contract to contract also. Now an endeavour has been made to standardize the General Condition of Contract which will be uniformly applicable to all the tenders and contract agreements. The contract/works awarded prior to issue of these instructions will be governed by the General Conditions of contract as provided in the agreement.

This General Condition of Contract is a priced document and any one can purchase this from IRWO office on payment of prescribed charges. In addition, This, this will be available on IRWO's website. This is IRWO's small contribution in the direction of 'Digital India.'

All General Managers, Chief Project Managers, Project Managers, Site Engineers, Project Engineers, Design engineers and Manager Finance shall keep a copy of this document in their personal custody. This document has been prepared with due diligence and significant contribution of Associate Finance. If any discrepancy is noticed, it is requested that the same may be brought to the notice of the undersigned so that appropriate action can be taken to rectify the same.



(Deepak Krishan)
Managing Director

1.0 - DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them except where the context otherwise requires:

- a) **“Employer”** shall mean the Managing Director of Indian Railway Welfare Organization or Director Technical acting on his behalf and includes their authorized representatives to deal with any matters on their behalf.
- b) i) **“General Manager”** shall mean General Manager/IRWO, authorised representative of the Employer, who will be overall in-charge of the project.
ii) **“Engineer”** shall mean “Chief Project Manager (CPM) / Project Manager (PM)” who shall be authorised representative of the employer at site.
- c) **“Engineer’s representative”** means any Engineer or assistant appointed from time to time by the Employer.
- d) **“Architects”** means any Architect appointed by the Employer or his/their representative to act on his / their behalf in connection with the execution of the project, vested with the notified powers.
- e) **“Contractor”** shall mean the persons or company whether incorporated or not who enters into the contract with the Indian Railway Welfare Organisation here after referred as IRWO, and shall include their heirs, executors, administrators, successors and permitted assignees.
- f) **“Contract”** shall mean and include the notice inviting tenders, the letter of intent, the agreement and work order, the accepted schedule of rates and quantities, and the general conditions of contract, drawings and specifications (if any) including all the modifications thereof incorporated in their execution.
- g) **“Work”** shall mean the works to be executed in accordance with the contract.
- h) **“Specifications”** shall mean the standard specifications for works and materials of the employer and specifically brought out in the notice inviting the tender (NIT), as amplified added to or superseded by special specifications and embodied in the contract. In absence of any specification for any item of the work, the relevant specifications in CPWD & IS Code shall be followed and work shall be executed accordingly.
- i) **“Drawings”** shall mean the maps, drawings, plans and tracings or prints thereof annexed to the contract or issued from time to time and shall include any modification of such drawings as may be issued by the Engineer from time to time.
- j) **“Constructional plant”** shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as herein after defined) but do not include materials or other things intended to form or forming part of the permanent work.

- k) **“Temporary works”** mean all temporary works of every kind required for the execution, completion or maintenance of the works.
- l) **“Site”** shall mean the land and other places on, under in or through which the works are to be carried out and any other lands or places provided by Indian Railway Welfare Organisation for the purpose of the contract.
- m) **“Period of maintenance/ Defect Liability”** shall mean the specified period of maintenance/defect liability from the date of completion of the works, as certified by the Engineer.
- n) **“Hindrance Register”** shall mean the register maintained at the site of work showing the item affected, the date on which the delay occurred and the date on which the delay was cleared and reasons for delay. These entries shall be signed by the contractor, Employer/Engineer or their authorized representative.
- o) i) **“A Day”** shall mean a day of 24 hours from mid night to mid night, irrespective of number of hours worked in that day.
- ii) **“Normal working hours”** shall mean 9 (nine) hours per day. The specific timing would vary depending upon the season.
- iii) **“A Week”** shall mean 7 (seven) days without regard to the number of hours worked in any day in that week.
- iv) **“A month”** shall mean a calendar month without regard to the number of days in that month.
- p) **“Completion”** shall mean physical completion of the work as per agreement.

1.1.1 “Singular and Plural” words imparting the singular number shall also include the plural and vice-versa where the context so requires.

1.1.2 “Headings and marginal headings” The headings and marginal headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

2.0 - GENERAL OBLIGATIONS

2.0 Intent & Scope of Contract

- 2.1 The intent of the contract is that the contractor shall provide a work, building and or systems in complete functioning order and all work or materials necessary for the above intent shall be deemed to be included and all items will be paid for at the rates established in the Contract.
- 2.2 The Contractor shall supply at his own cost all materials, plant, tools, appliance, implements, ladders, cordage, tackles, scaffolding, shuttering and temporary works required for the proper execution of works whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying the conditions or as directed by the Engineer or his representative at the site the work.
- 2.3 The Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear expenses of defense of every suit, actions or other proceedings at law that may be brought by any person for injury sustained owing to the neglect of the above precautions and to pay any damages and costs which may be awarded in such suits,actions or proceedings to any such person or which may, with the consent of the contractor, be paid to compromise any claim by any such person. In no case, the Employer shall be a party to any such claim/claims.

2.4 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the corrections and sufficiency of his tender for the work and of his prices stated in the schedule which shall except in so far as it is otherwise provided in the contract, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work.

2.5 Law Governing The Contract

The contractor shall be governed by the Law for the time being in force in the country. The contractor when called upon to do so shall enter into and execute the Contract Agreement with the Employer. The contract documents are complementary and what is called for by any one shall be binding as if called for by all.

2.6 Compliance To Regulations And Bye-Laws

The contractor shall conform to the provision of any statutes relating to the works and regulations and by-laws of any local authority and of any water and lighting companies or undertakings with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specification that may be necessitated by so conforming, give to the Engineer notice specifying the variations and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notice required by statutes, regulations or by-laws as aforesaid and to pay all fees and taxes payable to any Authority in respect thereof.

2.7 Communication to be In Writing

All notices, communications, references and complaints made by the IRWO or the Engineer or the Engineer's representative or the Contractor concerning the works shall be in writing and no notice, communications, reference or complaint not in writing shall be recognized.

2.8 Service of Notices on Contractor

The contractor shall furnish to the Engineer the name, designation and address of his authorised agents and all complaints, notices, communications and references, shall be deemed to have been duly given to the Contractor if delivered to the Contractor, or his authorised agents or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on the day on which they would

have reached such address in the ordinary course of post or on the day on which were so delivered or left.

2.9 Constitution of Firm

The tenderer (s) who is / are constituents of the firm, company, association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender. Tender documents in such cases are to be signed by such person, as may be legally competent to sign them on behalf of the firm, company, association or society as the case may be. Cooperative societies must likewise submit an attested copy of their certificate of registration along with the documents as aforementioned.

IRWO will not be bound by any power of attorney granted by the tenderers(s) or by changes in the composition of the firm made after the execution of the contract. The IRWO may, however, recognize such power of attorney and change after obtaining proper legal-advice cost of which will be chargeable to the contractor.

2.9.1 If the contractor is an individual or is sole proprietary firm, and the individual or a sole proprietor dies or if the contractor is a partnership firm and one of the partners dies, in that case, unless IRWO is satisfied that the legal representative of the individual contractor or of the sole proprietor as the case may be, or in the case of a partnership firm, all surviving partners are capable of carrying out and completing the contract, IRWO shall be entitled to rescind the contract as to its incomplete part (or reject the tender if not awarded). In that event, IRWO shall not be liable to pay any compensation to the legal heirs of the deceased contractor and /or to the surviving partner of the contractor's firm, on account of such cancellation of contract. The engineers decision as to whether the legal representatives of the deceased contractor or the surviving partners of the contractor firm can or cannot carry out and complete the contract shall be final and binding on the parties. Provided further that the legal representative of the deceased contractor or the surviving partners shall also not be liable to pay any damages alleged or actually suffered by IRWO, in respect of incomplete part of the contract. Any liability incurred by the deceased contractor or by the deceased partner of the contracting firm, before his death, shall be recovered from the legal representative of the deceased contractor or from the surviving partners of the said contracting firm as the case may be.

2.9.2 If the contractor's firm is dissolved for any reason whatsoever, before fully completing the whole work or any part of it, undertaken by the Principal, the surviving partners shall remain jointly/severely and personally liable to complete the whole work to the satisfaction of the IRWO due to such dissolution. The cancellation of any documents such as power of attorney, partnership deed, etc, shall forthwith be communicated to IRWO in writing, failing which the IRWO shall have no responsibility or liability for any action taken on the strength of the said documents

2.10 Consortium

2.10.1 Tender submitted by consortium must comply with following requirements:-

- (i) The number of Consortium members shall not exceed three.
- (ii) The consortium shall furnish a Joint Tendering Agreement on non-judicial Stamp Paper of value of minimum Rs. 100/- as per Appendix 'A' which shall be legally binding on all the members of the said consortium. The Joint Tendering Agreement for the consortium shall state the responsibility regarding the technical and financial arrangements, in respect of each member of consortium. The Joint Tendering Agreement shall be valid for a minimum period of 180 days from the date of submission of tender.
- (iii) One of the member of the consortium shall be nominated as the lead member to act on behalf of the other members as their representation for Tendering and information of the project. The authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatures of all the members as per Appendix 'B'.
- (iv) The Tender form as well as the Earnest Money Deposit shall be submitted in the name of the Lead Member.

- (v) In case the Tender is awarded to the Consortium, for the purpose of executors of the award of the Tender, the parties shall set up a Special Purpose Vehicle (SPV), the common equity shareholding pattern of which shall be mentioned in the Joint Tendering Agreement. The lead member shall individually and compulsorily and at all times hold at least 51% equity stake in the SPV for a period of upto at least one year after defect liability period. Each member whose technical experience is to be considered should and at all times hold 26% equity in the consortium/SPV and this stake of said member can not be diluted till the period of one year after the defect liability period is over. In case of an SPV with a foreign member, the lead member should be an Indian firm with minimum share of 51%.
- (vi) Change of the members of the consortium would not be allowed under any circumstances, except when modifications becomes inevitable due to succession laws etc. Under no circumstances the minimum eligibility criteria shall get vitiated. In such a case the Lead Member should continue to be the Lead Member of the SPV. Same principle would be followed even after award of the contract.
- (vii) A firm can be a member in only one consortium applying for the contract. If a firm participates in more than one application/bids either individually or as a member of a consortium all applications/bids of which it is a part would be summarily rejected.
- (viii) All members of the consortium shall however, be liable jointly and severally, for the execution of the project in accordance with the terms of the Agreement.

2.11 Occupation and use of Land

No land belonging to or in the possession of the IRWO shall be occupied by the contractor without the permission of the IRWO. The contractor shall not use, or allow to be used, the site for any purpose other than that of executing the works.

The equipment and material shall be removed from the site after rising of the building structure within 2 weeks after getting the notice from the Engineer so that land is available for the external development works. In case of failure to keep the site clear as mentioned above, a penalty @ **Rs. 50/-** per sq.m. per month will be levied, without prejudice to other rights and remedies.

2.12 Assignment or Sub-Letting of Contract

The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner, whatsoever, without the special permission of the IRWO. Any breach of this condition shall entitle the IRWO to rescind the contract under clause 8.2 (v) of these conditions and also render the contractor liable for payments to IRWO in respect of any loss or damage arising or ensuing from such cancellation. Provided that execution of the part of the work by petty contractor under the direct and personal supervision of the contractor or his agent shall not be deemed to be subletting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and the IRWO and shall not relieve the contractor of any responsibility under the contract.

2.13 Representation of Works

The contractor shall, when he is not personally present on the site of the works, place and keep a responsible agent at the work site during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause. Such agents shall not be changed and shall not leave during the duration of the contract, unless the consent of the Engineer shall have been previously obtained. Any failure on the part of the contractor to comply this provision at any time will entitle the IRWO to levy a penalty of **Rs. 50,000/- per month** or rescind the contract under clause 8.2 of these conditions.

2.14 Relics

All gold, silver, oil and other minerals of any description and all precious stones, coins, treasure, relics antiquities and other similar things which shall be found in or upon the site shall be the property of the IRWO and the contractor shall duly preserve the same to the satisfaction of the IRWO and shall from time to time deliver the same to such person or persons as the IRWO may appoint to receive the same.

2.15 Excavated Materials

The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the stone, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produce upon the site at the time of delivery of the possession thereof but all such substances, materials, buildings and produce shall be the property of the IRWO provided that the contractor may with the permission of the Engineer in Charge, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

2.16 Indemnity By Contractor

The contractor shall indemnify and save harmless the IRWO from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the IRWO by reason of any act or omission of the contract, his agents or employees, in the execution of the works or in the guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the IRWO without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

2.17 Earnest Money

The tenderer shall be required to deposit earnest money with the Tender for the due performance of the stipulation to keep the offer open till such date as specified in the Tender, under the conditions of Tender Appendix. The earnest money will be as under:-

Tender Value	Earnest money
(i) For Works up to Rs.10 lakh	2-½ %
(ii) For works more than Rs. 10 lacs but up to Rs. 2.00 crore	1½ % subject to a minimum of Rs.25000/- and maximum of Rs. 1,00,000/-
(iii) For works above Rs. 2 crore but up to Rs. 5 crore	0.5% subject to a maximum of Rs. 1.5 lakh.
(iv) For works above Rs. 5 crore	0.3% subject to a maximum of Rs. 10.0 lakh.

- (b) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part that after submitting his tender he will not resale from his offer or modify the terms and conditions, thereof in a manner not acceptable to the Employer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited.

2.18 Refund Of Earnest Money

The Earnest Money of the unsuccessful tenderer (s) shall be refunded without any interest/Bank Commission/Collection charges within 90 (Ninety) days of the acceptance / finalization of the tender.

2.19 Security Deposit

(a).The Earnest Money deposited by the successful bidder with his tender will be retained by IRWO as part of security for the due and faithful fulfillment of the contract by the contractor. The balance amount of Security shall be recovered as per rates given in para (b) below.

(b).Unless otherwise specified in the special conditions, if any, the rates for deposit of security amount by contractors will be as under:-

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| (i) for contracts up to Rs.25 lakh | 7% of the contract value |
| (ii) for contracts above Rs. 25 lakh | 2% of the contract value subject to minimum of Rs. 1.75 lakh |

- (c) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.
- (d) The amount of security deposit shall be made up by deduction of 5% (Five Percent) from the amount of each running bill / on a/c bill for the work done under the Contract. The recovery will start after 10% work has been executed and paid for.
- (e) On completion of recovery, the contractor, on submission of Bank Guarantee from any Nationalised Bank for 50% of the security amount valid till three months of the completion of entire work, may apply for refund of the said amount, and keeping balance 50% security amount in CASH as security deposit.

2.20 Refund Of the Security Deposit

i)On faithful completion of the contract, 50% amount of the Security Deposit shall be refunded to the contractor within 90 days of the completion of the entire work, If not already returned against BG as per para 2.19(e) subject to the issue of completion certificate by the Engineer, and submission of Final Bill to HQ.

However, refund of part of the Security Deposit shall not relieve the contractor from his obligations and liabilities to make good at his cost any defects, imperfections, shrinkages or faults which may appear during the period of maintenance/defect liability period specified in the contract.

- ii)The balance 50% of the Security Deposit shall become due and shall be refunded to the contractor after 30 days of the expiry of the period of maintenance/defect liability period and handing over of external development works to local authorities satisfactorily. Where different maintenance periods have become applicable to different parts of the works, the expression “the expiration of the period of maintenance” shall for the purpose of this clause be deemed to mean expiry of last of such periods.
- iii) Provided always that no Security Deposit shall have become due nor shall be payable to the contractor unless all the stipulations of the contract have been fulfilled by the contractor and all claims and demands made by the Employer for and in respect of damages or loss by firm or in consequences of the works, but excluding the claims made by the contractor on the employer have been finally satisfied.
- iv) Security Deposit shall be liable to be forfeited by the employer in the event of breach of contract on the part of the contractor, without prejudice to other rights & remedies.

2.21 Interest On Amount

No interest shall be payable upon the earnest money or the security deposit or any amount payable to the contractor under the Contract, except as provided for under the conditions of this contract.

2.22 Performance Guarantee

- 2.22.1** On acceptance of Tender, the successful tenderer is required to submit a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value as per proforma as prescribed at Appendix 'F' The 'Performance Guarantee' shall be furnished by the successful tenderer within 15 days after the letter of acceptance has been issued, but before signing of the Agreement and should be valid upto expiry of the maintenance / defect liability period.
- 2.22.2** The agreement should normally be signed within 15 (fifteen) days of being advised. Till agreement is signed, Letter of Acceptance and its acknowledgement will be a binding contract.
- 2.22.3** "Performance Guarantee" will be released after satisfactory completion of the maintenance/defect liability period, and also issue of Certificate of satisfactory completion of maintenance/defect liability period is issued by General Manager/Chief Project Manager, and passing of final bill.
- 2.22.4** In case the contract is rescinded the Performance Guarantee shall be encashed and amount of Security Deposit recovered shall be forfeited, and the balance work shall be got done separately. The original contractor shall be debarred from participating in the tender for executing the balance work. If failed contractor in Joint Venture or a partnership firm then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner or any other JV partner.
- 2.22.5** No Performance Guarantee will be required upto contract value of upto Rs. 25 Lakh.

2.23 Illegal Gratification

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or on their behalf to any officer, or employee of the IRWO or to any person on his or their behalf in relation to the obtaining or the execution of this or any other contract with the IRWO shall, in addition to any criminal liability which he may incur, subject to the contractor to the rescission of the contract and all other contracts with IRWO and to the payment of any loss or damage resulting from such rescission, and the IRWO shall be entitled to deduct the amount so payable from any money due to the contractor under the contract or any other contracts with the IRWO. The contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the IRWO and if shall do so, the IRWO shall be entitled forthwith to rescind the contract and all other contracts, with the IRWO. Any question or disputes as to the commission of any offence or compensation payable to the IRWO under this clause shall be settled by the Managing Director of the IRWO in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

2.24 Time is essence of Contract

The time allowed for execution of works or part of works as specified in the contract documents in accordance with these conditions shall be essence of the contract. Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole of the work, the contractor shall fully and finally complete the whole of the work comprised in the contract (with modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date.

2.25 Date of Commencement and Completion

The contractor shall be allowed admittance to the site on the “Date of commencement” stated in the Appendix and he shall there upon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative works as the Engineer may desire to delay) on or before the “Day of Completion” stated in the Appendix subject nevertheless to the provision for extension of time hereinafter contained.

2.26 Accepted Programme of Work

2.26.1 As soon as the work is awarded, but not later than 30 days after the date of issue of letter of intent, the contractor shall submit a detailed programme of work in the form of CPM, PERT net work, Bar chart indicating the time schedule for commencement and completion of various items of work and the organisation in labour, plant and machinery that he intends to utilize for execution of works, and complete the same by the stipulated dates of completion.

2.26.2 The programme of work amended as necessary after discussions with the Engineer shall be treated as agreed programme for the purpose of this contract and contractor shall endeavour to fulfill this programme of work. Nothing stated herein shall preclude the contractor in achieving earlier completion of the individual items or whole of the work than indicated in the programme

2.26.3 If the contractor fails to adhere to the agreed programme repeatedly, IRWO may consider terminating the contract and forfeit his security deposit and encash the performance guarantee.

2.27 Extension of time of completion

2.27.1 Contractor shall apply for extension of time 45 days before the completion of contract period giving detail reasons and justification and IRWO shall grant such extension of the completion date as shall appear to the Engineer reasonable in the circumstances and his decision in the matter shall be final and binding on the contractor.

2.27.2 Non application by the contractor for the extension of time shall not be a bar for giving a fair and reasonable extension with or without levy of damages and compensation against legitimate delay as assessed by engineer and this shall be binding on the contractor.

2.28 Extension of time for delay due to default of Contractor

However, if delay in completion of work is due to default of contractor and if the Engineer is satisfied and decides that the work can be completed within reasonable short time thereafter, he may be granted extension of time without further escalation or with levy of compensation against legitimate damages and without further escalation. On such extension IRWO will be entitled without prejudice to any other right and remedy available on that behalf to recover from the Contractor as agreed damages and not by way of penalty sum equivalent to 1% of the contract value of the works for each month or part of the month, the contractor is in default. Provided also that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value.

2.28.1 Provided further that if IRWO is not satisfied that the works can be completed by the contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, IRWO shall be entitled, without prejudice to any other right or remedy available in that behalf, to appropriate the contractor’s security deposit and encash performance guarantee bond and rescind the contract under clause 8.2, 8.3 and 8.4 of these conditions, whether or not actual damage is caused by such default.

2.29 Force Majeure Clause

i) If at any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostilities,

acts of Public enemy, Civil commotion, sabotage, serious losses or damage by fire, explosion, epidemic, strike, lock-out or acts of God (hereinafter referred to as 'Event') provided notice of the happening of any such event is given by either party to the other within 10 days from the date of occurrence thereof, neither party shall by reasons of such events be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the engineer as to whether the works have been so resumed or not shall be final and conclusive; provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 90 days, either party may at its option terminate the contract by giving notice to other party.

- ii) In case of such event for which the Contractor has given timely written notice thereof to the Engineer, Engineer shall make a fair and reasonable extension of time for completion of the contract works. The Contractor shall nevertheless constantly use his endeavour to prevent delays and shall do all that may reasonably be required to the satisfaction of the Engineer.
- iii) The contractor's right to an extension of time limit for completion of the work in the above mentioned cases is subject to the following procedures.
 - a) That within 10 days after the occurrence of case of FORCE MAJEURE but before the expiry of the stipulated date of completion, he informs the Engineer and IRWO in writing that he considers himself entitled to an extension of the time limit.
 - b) That, he produces evidence of the date of occurrence and the duration of the FORCE MAJEURE in an adequate manner by means of documents drawn up by reasonable authorities.
 - c) That, he proves that the said conditions have actually interfered with the carrying out of the contract.
 - d) That, he proves that the delay incurred is not due to his own action or lack of action.

In the cases mentioned above for delays in completion of the works, such failures or delays shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damage or compensation thereof but the contractor shall apply for extension of time at least 45 days before the completion of the contract period and IRWO shall grant such extension or extension of the completion dates as shall appear to the Engineer reasonable in the circumstances and his decision in the matter will be final and binding on the contractor.

- e) In all other cases, IRWO may grant extension of time with levy of compensation against legitimate of damages as per clause 2.28 and 2.28.1 and without escalation (i.e. original quoted rates will be paid.)

2.30 Failure by contractor to comply with Engineer's instructions

The contractor, after receipt of written notice from the Engineer requiring compliance with in ten days fails to execute, such works as per drawings/ as per Engineer's instructions, the Engineer may employ and pay other persons to execute any such work/ whatever, that may be necessary to give effect to and all costs incurred in connection there with, including loss, if any, shall be recoverable from the contractors by the Engineer as a debit or may be deducted by him from any moneys/ payment due or to become due to the contractor.

2.31 Insurance for works and damages to persons and property:

2.31.1 Insurance for works:

The contractor at the time of signing the contract or before commencing the execution of the work, without limiting his obligations and responsibilities shall insure the works at his own cost and keep them insured not only until the completion of the contract but up to satisfactory completion of the defect liability period including extended defect liability period, if any, against all acts of God including Fire, Theft, Riots, War, Floods, etc. with Nationalised Insurance Agency in the joint names of the Employer and Contractor (the

name of the former being placed first in the policy) for the full amount of the contract and inclusive of the full market value of the materials to be supplied free of cost by the Employer. Such policy shall cover the risks linked to the property of the Employer, fees for assessing the claim and in connection with contractor's services generally therein. This policy, however shall not cover any property of the contractor or of any sub-contractor or their employees.

In case of projects financed by the Bank / Financial Institutions, the policy shall be issued in the joined names of the Bank/Financial Institutions/Employer/Contractor.

2.31.2 Insurance in respect of damages to persons and property :

- i) The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any approved sub-contractor's or Employee's, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause should be held to include any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges, sewerage, water supply & other services and works forming the subject of this contract by frost or other inclemency of the weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation of damages consequent upon such claims.
- ii) The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- iii) The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of works in consequence thereof and shall at his own expense arrange to effect and maintain, not only until the virtual completion of the contract, but up to satisfactory completion of the defect liability period including extended defect liability period, if any, with any Nationalised Insurance Agency in the joint names of the Employer and the contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract. The contractor shall similarly indemnify the Employer against all claims which may be made upon the employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain with an approved office a policy of insurance in the joint names of the employer and the contractor. (The name of the employer appearing being place first in the policy) against such risks and deposit such policy or policies with the Employer from time to time during the currency of the contract. The contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect of any cost charges or expenses arising out of any claim or proceedings and also in respect of any award of/or compensation of damages arising there from.

2.31.3 If the contractor fails to comply with the terms of these conditions, the employer may insure the works and may deduct the amount of the premiums paid from any moneys that may be payable or become payable to the contractor or may as an option, not release running payment to the contractor until the contractor shall have complied with the terms of this condition.

2.31.4 Such insurance, whether effected by the Employer or the contractor will not limit or bar the liability and obligation of the contractor to deliver the works to the Employer complete in all respects according to the contract. In case of loss or damage due to any of the aforesaid causes, the moneys payable under any such insurance shall be then received and retained by the Employer until the works are finally completed and satisfactorily maintained during the defect liability period including extended defect liability period. If any, and such moneys shall then be credited to the contractor in final settlement of accounts.

- 2.31.5** The employer shall be at liberty and is empowered to deduct the amount of any damage, compensation cost, charges and expenses arising or accruing from or in respect of any such claim or damage from any sum or sums due to or become due to the contractor including the security deposit.
- 2.31.6** The contractor shall as soon as any claim under the policy is settled or the work reinstated by the insurance office should elect to do so, proceed with all due diligence with the completion of the works in the same manner as though misfortune/accident has not occurred and in all respects under the same conditions of contract. The contractor in case of rebuilding or reinstatement after the accident, shall be entitled to such extension of time from the Employer as deemed fit.
- 2.31.7** The contractor shall deposit the original policy/policies and original receipts for the premium with the Employer within 21 (twenty one) days from the date of signing the contract/commencement of execution of works or unless otherwise instructed by the Employer.
- 2.31.8** The value of the insurance policy shall be of the contract value(inclusive of the full market value of materials to be supplied free of Cost by Employer). However, towards obtaining the policy, the contractor shall have the following options.
- a)To obtain the policy for the full value of the work stipulated in the contract at first instance.
 - b)To obtain the policies in the following manner:
 - i) Policy worth 25% of the contract value before start of construction.
 - ii) Policy worth 50% (cumulative) prior to completion of 25% of value of work including full value of materials at site for which secured advance given and full value of material supplied free of cost.
 - iii) Policy worth 75% (cumulative) prior to completion of 50% of value of work done including value full value of material at site for which secured advance given and value of material issued free of cost.
 - iv) Policy worth 100% (cumulative) prior to completing of 75% of value of work done including value of extra items and NS items sanctioned, if any, which shall be valid up to expiry of defect liability period , if any.

3.0 - EXECUTION OF WORKS

3.0 Contractor's Understanding

It is understood and agreed that the contractor has after careful examination, satisfied himself as to the nature and location of the work, the configuration of ground, the character, quality of the materials to be encountered, the character, quality of the materials to be needed preliminary to and during the execution of the works, the general and local condition, the labour condition prevailing therein and all other matters which can in any way affect the works under the contract.

3.1 Commencement and Execution of Works

The Contractor shall commence the work within 15 days after the issue of letter of intent /acceptance in writing to this effect from the employer and shall proceed with and complete the same with due expedition and without delay to the satisfaction of the engineer and adhere strictly to his instruction concerning the work.

3.2 Programme of Work and Compliance to Engineers Instructions:

The contractor shall on receipt of the letter of intent/order or as soon as possible thereafter, but not later than 30 days from the date of issue of letter of intent/order submit to Employer for their approval, CPM, PERT and BAR charts. The programme shall be prepared in such a manner that it shall have adequate float for the unforeseen items and additional works, if any, and also programme showing the order and procedure in which he proposes to carry out the work. The contractor shall, whenever required by the Employer, also provide, in writing for their information general description of the arrangement and methods, which the contractor proposes to adopt for the execution of the work. If at any time it should appear to the Employer that the actual progress of the work does not conform to the approved programme referred to above, the contractor shall produce at the request of the Employer, a revised programme showing the modification to the approved programme necessary to ensure timely completion of the contract. The submission to and approval by the Employer of such programme or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities or obligations under the contract. The Engineer or their representatives shall have full powers and authorities during progress of the work to issue such instructions as may be necessary for the proper execution of the work. The contractor shall carry out and be bound by the same. In case the contractor fails to submit the above-referred programme charts, the Engineer will have the option to get these prepared at the cost of the contractor in addition to the levy of a sum in default thereof as decided appropriate by the Engineer, which will be binding.

3.3 Instructions of Engineer's Representative

Any instruction or approval given by the Engineer's representatives to the contractor in connection with the works shall bind the contractor as though it had been given by the Engineer provided as follows :

- a) Failure of the Engineer's Representatives to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the removal or breaking up thereof.
- b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's representative he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

3.4 Responsibility for Structural Adequacy:

The contractor shall comply with the provisions of the contract and with due care and diligence, execute and maintain the work and provide all labour, including supervision of all works, structural plans and other things whether of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall be fully responsible for the adequacy, suitability and safety at site of all the works and methods of the construction adopted.

3.5 Supervision of Works

Provision of efficient & competent staff:

The contractor shall place and keep on the works at all times efficient, competent and qualified staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labours in or about the execution of any of the works as are careful and skilled in their various trades and callings. The contractor shall at once remove from the work any agent, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and, if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him. In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion shall forthwith on receiving intimation to this effect take on the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle IRWO to levy damages or rescind the contract under relevant provisions of these conditions.

3.6 Full Time Civil Engineer

The Contractor shall employ at his own cost at least one full-time Graduate Civil Engineer at site with minimum experience of 10 years in carrying out similar types of works with adequate number of Assistants. The name, qualifications, and experience of the Engineer proposed to be employed by the Contractor shall have to be got approved from the Engineer before the commencement of the work. A damage of Rs. 1,00,000 per month shall be recoverable from the contractor for Non-compliance of this clause. Continued non-compliance of Engineer's instruction shall amount to breach of the contract by the contractor who shall be solely responsible for all the consequences arising there from, without prejudice to other rights & remedies.

3.7 Other Works.

Separate contracts in connection with works:

The IRWO shall have the right to allot other contracts in connection with the works. The contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs. If any part of the contractor's work depends for the proper execution or results upon the work of another contractor, the contractor shall inspect and promptly report to the Engineer any defect in such work that renders it unsuitable for such proper execution and results. The contractor's failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

3.8 Setting out of Works

The contractor shall clear the shrub & bushes at site and the contractor shall be responsible for the true and proper setting out of the works in relation to the original points, lines and levels of reference given by the Engineer in writing and for correctness, subject as above mentioned of all the positions, levels, dimensions and alignment of all parts of the work and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the work, any error shall appear or arise in any part of the work, the contractor on being required to do so by the Engineer shall at once rectify such errors to the satisfaction of Engineer. The checking of any setting out of line or level by the Engineer or his representatives shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench marks, site etc. used in setting out all the work. In case the contractor is required to revise the setting out of work due to any reason he shall do so without any extra charges.

3.9 Contractor to keep site clear

During the execution of the work, the contractor shall keep site reasonably free from obstructions and shall store or dispose off any constructional plant and surplus material and clear away and remove from site any rubbish or temporary work no longer required. A complete team should be deployed at site under supervision of competent staff at the cost of contractor to maintain proper house keeping during the entire period of construction/ contract. Nothing extra will be payable on this account

3.10 Clearance of site on completion

On completion of the work, the contractor shall clear away and remove from site all constructional plants, surplus materials, rubbish and temporary work of every kind and restore the ground to original level unless otherwise instructed by the Engineer. The Contractor shall leave whole of the site, work of every kind, and 10 meters distance from the site periphery clear in workman like conditions to the satisfaction of the Engineer.

3.11 Office Accommodation

The contractor shall provide, erect and maintain, as directed, simple office accommodation which shall be well lighted with electrical fixtures and ceiling fans, ventilated and properly furnished along-with two working toilets and a pantry which shall deemed to be IRWO's property. The accommodation shall be deemed to be IRWO property and demolished when directed. The accommodation so provided shall also include 3 rooms for Employer's Engineer & Representative. One room having a 3'x8' executive table with 5' long side rack, executive revolving and swinging high back, fully upholstered chair, a 3'x7' Godrej steel almirah and six upholstered visitors chairs. Each of the two rooms shall have one 2'x5' office tables with side rack, one office chairs and two visitors' chairs, a 7' high steel almirah and two personal computers and printers. One room shall be provided with Air cooler and should include running & maintenance cost. Non compliance of this clause will entitle IRWO to levy a penalty of **Rs. 50,000** per month. A telephone connection for use by IRWO engineers and representatives shall be maintained by the Contractor during the currency of the contract including maintenance/defect liability period. The electricity charges for running the office will also be borne by the contractor.

3.12 Watchman

The contractor shall make his own security arrangements to guard the site and premises at all times during tenure of contract including maintenance/defect liability period at his own expenses. Security arrangements shall be adequate to maintain strict control on the movement of materials and labour. The contractor shall extend the security arrangements to guard the material stacked and/or fixed on the premises by the sub-contractors. Nothing extra shall be payable in this regard.

3.13 Safety Provisions

The contractor shall at his own expense, arrange for the safety provisions as required under various statutory laws imposed in respect of labour directly or indirectly employed for the performance of the work and shall provide all facilities in connection therewith. Precautions in the safety clause are the minimum necessary and shall not relieve the contractor from taking additional safety precautions as may be required for particular type of the work. Also mere observance of these precautions shall not absolve the contractor of his liabilities in case of loss or damage to the property or injury or death of any person including contractor's labour, Engineer's representatives or any member of the public.

3.14 Alterations to be Authorised

No alterations in or additions to or omission or abandonment of any part of the works shall be deemed authorised, except under instructions from the Engineer and the contractor shall be responsible to obtain in writing such instructions in each and every case.

3.15 Extra Works

Should works over and above those included in the contract be required to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works. Such works may be carried out by another contractor or contractors or by other means at the option of the IRWO.

3.16 Adherence to specifications and drawings

The whole of the work shall be executed in perfect conformity with the specifications and drawings of the contract. If the contractor performs any work in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing there from, and shall be responsible for all losses to the IRWO. In case of any work for which there are no specifications in the contract, such work shall be carried out in accordance with the directions of the Engineer or his authorised representative whenever asked for.

3.17 Drawings and specifications on the works

The contractor shall keep one copy of drawings and specifications including CPWD & relevant BIS specifications at the site in good order, and such other contract documents as may be necessary, and make available to the Engineer and the Engineer's representatives whenever asked for

3.18 Ownership of drawings and specifications

All drawings and specifications and copies thereof furnished by IRWO to the contractor are deemed to be the property of the Engineer. They shall not be used on other works and with exception of the signed contract set, shall be returned by the contractor to IRWO on completion of the works or termination of the contract.

3.19 Compliance with contractor's request for details

The Engineer shall furnish with reasonable promptness after receipt by him of the contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the contract documents and reasonably inferable there from.

3.20 Meaning and intent of specifications & drawings

In case of discrepancy between Schedule of Quantities, Specifications and/or drawings, the following order of preference shall be observed:-

- (a) Description of items in the Schedule of Rates & Quantities (Bill of quantities)
- (b) Technical Specifications and Special Conditions of Contract.
- (c) Working Drawings.
- (d) CPWD specifications
- (e) Indian Standard Specifications
- (f) General Conditions of Contract

If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material or as to the measurements of the works, the decision of the Engineer thereon shall be final subject to appeal (within seven days of such decision being intimated to the contractor) to the Director Technical of IRWO, who shall have the power to correct any errors, omissions, or discrepancies in the specifications, drawings, classification of work or materials, and whose decision in the matter, in dispute or doubt, shall be final and conclusive.

3.21 Work during Night

The contractor shall not carry out any work between sunset and sunrise without the previous permission of the Engineer. However, compliance with local laws and regulations shall be the responsibility of the contractor.

3.22 Damage to IRWO property and private life and property

The contractor shall be responsible for all risks to the works and for trespass and shall make good at his own expenses all loss or damage whether to the works themselves or to any other property of the IRWO or the lives, persons or property of others from whatsoever cause in connection with the works unit they are taken in connection with the works until they are taken over by the IRWO even though all reasonable and proper precautions may have been taken by the contractor and in case the IRWO shall be called upon to make good any such costs, loss or damages, or to pay compensation (including that payable under the provisions of the workman's Compensation Act or any statutory amendment, thereof) to any person or persons sustaining damage as foresaid by reason or any act, or any negligence or omission on the part of the contractor, the amount of any costs or charges (including costs and charges in connection with legal proceedings), which the IRWO may incur in reference thereto, shall be charged to the contractor. The IRWO shall have the power and right to pay or to defend or compromise any claims of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action of default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to the contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and propriety of any such payment, defense or compromise, the incurring of any such expenses shall not be called in question by the contractor.

3.23 Sheds, Store-Houses and Yards

The contractor shall at his own expense provide himself with sheds, store-house and yards in such situations and in such numbers as in the option of the Engineer is requisite for carrying on the works and the contractor shall keep at each of such sheds store-houses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineers and their representatives shall have free access to the said sheds, store house and yards at any time for the purposes of inspecting the stock of material and plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought or used in the works, but shall be forthwith removed from the sheds, store-houses or yards by the contractors. The contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats, or any other equipment necessary for the execution of the works. The contractor shall also provide adequate storage sheds, store houses for all material including cement, steel, tiles and C.P. fittings etc to be supplied by IRWO for the work of his cost. No extra charges shall be payable in this account.

3.24 Workmanship and Testing

The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on the works and to the entire satisfaction of the Engineer according to the instructions and directions which the contractor may from time to time receive from the Engineer. The contractor shall, at his own cost and expense, supply to the Engineer samples of materials proposed to be used in the works. The samples must be produced at least six weeks before they are to be incorporated in works. The Engineer shall within seven days of supply of samples or within such further period as he may require, inform the contractor whether samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply the Engineer for his approval fresh samples complying with the specification laid down in the contract. No materials shall be brought by

the contractor to site unless samples are approved. The materials maybe subjected to tests by means of such machines, instruments also institution's laboratory and appliances as the Engineer may direct and entirely at the expenses of the contractor. The decision of the Engineer shall be final in this respect.

- 3.25** a) The materials brought to site by the contractor and before they are allowed to be used in the works by the IRWO shall be inspected by the engineer to ensure that these conform to the required specification and record a certificate to that effect in the register to be maintained for this purpose.
- b) The contractor shall take supplies of materials of approved brands directly from the manufacturer or from their authorised agent only. In the event of duplicate material found to have been used in the work, it will have to be replaced by the Contractor at his own cost and no payment will be made for such items for removal/replacement of the duplicate material(s).

3.26 a) Testing Laboratory

The contractor during the course of execution of the works shall at his own expense provide a testing laboratory for conducting necessary tests for materials to be used in the works such as bricks, sand, aggregate, compressive strength of concrete cubes, batching of concrete, etc. The Laboratory should be equipped with all such instruments as required by the Engineer such as Cube Testing Machine, Sieves, Weighing Scales, Graduated cylinders, Slump Test Cone, Veneer Caliper, Micrometers, Cable Gauge, Multimeter, Earth Testing, Maggar, Bubble Levels, Theodolite, Dumpy Level, Oven, Moisture Metre, Rebound Hammer, Gauge, Screw gauge, adequate number of cube moulds for testing cube of concrete and cement, plumb nylon thread, steel tapes, torch etc. No equipment shall be removed from the laboratory by the contractor without specific approval of the Engineer. Non maintenance of fully equipped laboratory will attract a penalty of Rs. 1000/- per day. If any tests are required by the Engineer to be carried out by any other approved laboratory, all the costs for such tests shall be borne by the Contractor.

b) Workmanship

The contractor shall engage specialist firms for the execution of the following works:

- i) Electrical sub-contractor(s) (holding registration with Government Departments)
- ii) Plumbing, sanitary, sewerage and water supply sub-contractor(s) (holding registration with Government Departments)
- iii) Waterproofing works (manufacturer's authorised applicator)
- iv) Anti-termite works (manufacturer authorised applicator)

3.27 Removal of Improper Works And Materials

The Engineer or their representative shall be entitled to order from time to time:

- a) The removal from the site within the time specified in the order of any materials, which in his opinion are not in accordance with the specifications or drawings.
- b) The substitution of proper and suitable materials.
- c) The removal and proper re-execution (notwithstanding any previous tests thereof or "On Account" payments there for) or any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the contractor in carrying out such order, IRWO shall be entitled to levy a penalty of Rs. 10,000/- per month and continuous non compliance of order will entitle IRWO to rescind the contract, under relevant clause of these conditions.

3.28 Facilities for Inspection And Access To Site Of Work

- a) The contractor shall afford the Engineer and the Engineer's representative every facility for entering in and upon every portion of the work at all hours for the purpose and the Engineer and Engineer's representatives shall at all times have free access to every part of the works and to all places/workshops/factories at which materials for the works are stored or being obtained/manufactured.
- b) If required by the approving Municipal Authority or any other authority, the contractor shall attend their inspector and comply with the direction and requirement and obtain whatever approval and sanctions are necessitated on different stages of execution and completion of work.

3.29 Examination of work before covering up

The contractor shall give seven days notice to the Engineer or Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurement in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no payment shall be made for such work or materials.

3.30 Temporary Works

The temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him and at his expense when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and the cost as incurred including supervision and other incidental charges shall be recovered from the contractor on the IRWO land for labour engaged by him for the execution of the work. The Engineer, at his sole discretion, may allow the Contractor to construct temporary accommodation. The contractor shall arrange for handing over vacant possession of the said land after the work is completed. If the contractor's labour refuses to vacate, and have to be ejected by the IRWO, necessary expenses incurred by the IRWO in connection therewith shall be borne by the contractor. Hindrance caused to work will invite penalty also as envisaged in Para 5.3.30.

3.31 Arrangement for Water and Electricity

The contractor shall make his own arrangements for water and electricity required by him for all the purposes, connected with execution of the work under this contract, and no claim, whatsoever, on this account shall be entertained whether directly or indirectly on this matter. The contractor shall also supply these items to the other agencies on payment whenever asked by the Engineer to do so. However, IRWO will assist in obtaining connection by issuing "No Objection", wherever required. For water requirement for construction and other purposes at site IRWO may allow contractor subject to clearance of local authorities to build deep Tube well, within the site, which shall be the property of IRWO after completion of the work. IRWO may use it as it may deem fit. No extra payment shall be payable by IRWO on this account. Rates quoted shall be deemed to have included this cost.

3.32 Property In Material And Plant

The materials and plant brought by the contractor and sheds/temporary office constructed upon the site or on the land occupied by the contractor in connection with the works and intended to be used for the execution thereof shall immediately as they are brought or erected upon the site or the said land shall not be removed without the specific permission of IRWO. If such of the plant or material are rejected by IRWO during the progress of work and are declared by the Engineer not be needed for execution of work or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the IRWO and the contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the contractor nor shall the IRWO be in any way responsible for any loss or damage which may happen to or in respect of any such materials or plant or machinery either by the same being lost, stolen or destroyed by the fire, tempest or otherwise.

3.33 Tools, Plant And Materials Supplied By IRWO

The contractor shall take all reasonable care of all tools, plant and materials or other property, whether of like description or not, belonging to the IRWO and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractors or his workmen or others while they are in his charge. The contractor shall sign all receipts for tools, plants and materials made over to him by Engineer and on completion of the work shall hand over, the unused balance of the same to the Engineer in good order and repair, (fair wear and tear excepted) and shall be responsible for any failure to account for the same or any damage done thereto.

3.34 Precautions during progress of Works

During the execution of works, unless otherwise specified the contractor shall at his own cost provide materials for and execute all shoring, timbering, shuttering and scaffolding and structuring work as are necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

3.35 Roads and Water Courses

Existing roads or watercourses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensation claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of the Contract or otherwise according to law.

3.36 Rates For Items of Works

The rates entered in the accepted schedule of rates of the contract are intended to provide for works duly and properly completed in accordance with the General and Special conditions of contract and the specification and drawings together with such enlargements, extensions, diminution's, reductions, alterations, or additions as may be ordered without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour.

Supply, including full freight of material, stores, patterns, profiles, moulds, fittings, centering, scaffoldings, shoring, props, timber, machinery, derricks, tackle, ropes, pegs, posts, tools, etc. and all apparatus and plant required on the works, except such material as may be specified in the contract to be supplied to the contractor by the IRWO, the erections, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing/pumping and draining of water, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the IRWO, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees, duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all materials supplied for the works, or other duties or expenses for which the contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

The quoted rates for all items of works in the schedule shall also include the following unless otherwise specified in the given schedule of quantities:

- (i) Working in/under water, liquid mud, foul conditions, etc. and shall also include bailing or pumping out of water from the excavations/foundations or any other place of construction site and the excavated area/works executed below ground level shall be kept free from such water, till the completion of work, including all suspension period and days whatsoever.

- (ii) Execution of works at all heights, levels and depths in all shapes, sizes and sections and in congested area including all lead and lifts etc.
- (iii) Scattered works, including additions/alterations required at a later stage, leaving openings, toothings, holes, curing, scaffolding, finishing of edges of switch boxes, junction boxes and other similar works, as required and directed by the Engineer.
- (iv) All duties and taxes including Works Tax, Sales Tax, Turnover Tax, Excise duties, VAT, Octroi, Labour Cess and other levies notified by Central and / or State Govt., Local Bodies and Other Authorities and applicable on date of submission of tender.

Any tax any increase in rates of levies/taxes on the finished work introduced by Central or State Government or by any local authorities after the opening of the tender, shall be reimbursed to the Contractor only on production of certificates from concerned authorities with authenticated document to the fact that the same has already been deposited by the Contractor.

The Contractor shall also be required to submit original payment vouchers with the list of labour actually employed on this project.

Any abolition of tax or decrease in rates of levies/taxes on the finished work introduced by central or State Government or by any local authorities after the opening of the tender, shall be recovered by IRWO from running/on-account bills of the Contractor.

3.37 Co-ordination of Work

At the commencement of work and from time to time, the contractor shall confer with other contractors, sub-contractors persons engaged on separate contracts in connection with the works, and with the Engineer for the purpose of the co-ordination and execution of the various phases of works. The contractor shall ascertain from other contractors, (sub-contractors and persons engaged on separate contracts), in connection with the works, the extent of all chiseling, cutting and forming of all openings, holes, grooves etc. as may be required to accommodate the various services. The contractor shall ascertain the routes of all services and the positions of all floor and wall outlets, traps, etc. in connection with the installation of plants, services and arrange for the construction of work accordingly. The breaking and cutting of complete work shall not be done unless specifically authorised in writing by the Engineer. All breaking shall be done by the contractor for execution of work and no work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold the future work. The work, broken without authorisation, will be subject to replacement at the direction of the Engineer.

3.38 Access road

The contractor shall provide necessary access roads to the site of work from the nearest thoroughfare/right of way at his own cost.

3.39 Suspension of Works

The contractor shall on the order of the Engineer suspend the progress of the works or on any part there of for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as necessary in the opinion of the Engineer. No compensation shall be payable to the contractor on whatsoever account for the suspension of work. In the event such suspension exceeds 14 days, the contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper and reasonable with regard to period or periods of such suspension provided suspension has not been ordered on account of any default on the part of the contractor.

3.40 GUARANTEES

Quality of work

The contractor shall guarantee that the materials and workmanship are the best of their respective kinds for the service intended and that all items of work will be free from all inherent defects in workmanship and materials. He shall also guarantee that the work will not fail in any respect due to quality of material, workmanship and methods of construction. The specifications assume a proper degree of skill on the part of contractor and workmen employed. The contractor shall consult the Engineer, whenever in his judgment variation in the methods of construction or in the quality of the materials would be beneficial if necessary to fulfill the guarantees called for. Such variations may be made by the contractor only when authorized by the Engineer in writing.

3.41 Rejection

If during the period of maintenance any work or material fails in any respect to meet the above guarantee, the contractor shall replace such work or material in a condition, which will meet the above guarantee, immediately.

3.42 Cost of Execution of work or repair etc

All work or repair shall be carried out by the contractor at his own expense if the necessity thereof shall in the opinion of the Engineer be due to the use of materials or workmanship not in accordance with the contract or on account of neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If in the opinion of the Engineer such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it were additional work.

3.43 Remedy on contractor's failure to carry out works required

If the contractor fails to do any such work, or repair, as aforesaid required by the Engineer, the Employer shall be entitled to carry out such works or repair at the contractor's cost. The Employer shall be entitled to recover from the contractor the cost thereof or may deduct the same from any money due or that may become due to the contractor.

3.44 Sample Flats

To determine the acceptable standard of workmanship, the contractor shall execute a sample flat (one of each Type) as decided by the Engineer completing all items of works and services such as walls, floors, roof, plastering, joinery including fittings, sanitary fittings, plumbing, electrification, painting, entire kitchen and bathroom fittings, doors, windows, wood works and pelmets etc. in all respects. The brands of various material incorporated as well as finishes will be approved by the Engineer. These will be guiding samples for future execution of the rest of the flats/dwelling units. These flats will be completed within Eighteen Months in respect of multistory building complex and twelve months in respect of single story building complex after award of contract failing which a penalty of Rs.1000/- per day will be levied.

4.0 - VARIATIONS IN EXTENT OF CONTRACT

4.0 Power of Modifications to Contract

4.0.1 Quantities of the various items indicated in the “Schedule of Quantities” forming part of this contract are approximate and are subject to variation based on the ground strata, final detailed drawings and instructions issued during the execution of work and other conditions under which the works are executed. IRWO reserve the right to increase or decrease the scope of work and/or not to operate any one or more items of works of any one or more of the various schedules or delete any of the items altogether from the schedule of quantities and/or order extra items to be executed or substitute the item in the schedule of quantities and such variation shall in no way affect this contract. No claims whatsoever from the contractor will be entertained for non-operation of any of the items. The rates quoted by the contractor and accepted as per these contract documents shall be firm and the contractor shall not be entitled to any revision in rates due to any variation in quantities of items shown in the schedule of quantities except for such items mentioned in Clause 4.0.2.

4.0.2. In case of high value items of work where cost of tendered item is more than 5% (five percent) of the original contract value, if the variation in quantities of the said individual items is more than + 25% the rate for the increased quantities beyond 25% shall be negotiated between IRWO and the Contractor for reduction of rate (not for increase).

- (a) However, IRWO reserves the right to execute additional quantities over agreed quantities in best and economical manner as deemed fit, through any other agency or by its own labour, material and resources.
- (b) No claims whatsoever will be entertained.

4.0.3 Time for completion of work shall be modified in proportion to that of the quantity of work versus original quantities of contract work and the certificate of the Engineer shall be conclusive to such proportion.

4.1 Schedule of Quantities

The Schedule of Quantities, unless otherwise stated, shall be deemed prepared in accordance with the standard method of measurement of works.

Any error in description or in quantity or omission of items from the Schedule of Quantities shall not vitiate this Contract but shall be rectified and the value thereof as ascertained hereof shall be added to or deducted from the contractor’s amount (as the case may be) provided that there shall be no rectification of errors in the contractor’s Schedule of Rates.

4.2 Rate for Extra Additional or Altered or Substituted Works

The Employer shall have full powers to order execution of extra additional, altered or substituted items not included in the Schedule of Quantities forming part of this contract. The execution of such items and / or any instruction issued thereafter shall not, in any way, affect or vitiate the contract and the contractor shall be bound to carry out all such items required under the same terms and conditions as per these contract documents.

4.3 The rates for additional, altered and substituted work shall be worked out in accordance with the following provisions in their respective order:

- i) If the rate for additional, altered or substituted works are directly available in the contract for the work, the contractor is bound to carry out the work at the same rates as are available in the contract for the work.

- ii) If the rates of additional, altered or substituted work are not directly available in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- iii) If the rates for additional, altered or substituted work cannot be determined in the manner specified in the sub-clause (i) and (ii) above, the rates for such items will be worked out on the basis of rate given in Delhi Schedule of Rates as in force on the day of submission of Tender, if this new item exists therein. In such cases, the rates given in Delhi Schedule of Rates as in force on the day of submission of Tender will however be suitably derived based on the rates offered by the contractor for similar items in the contract. For the purpose of analysis of rates, overheads and contractor's profit shall be taken as 10% (ten percent).
- iv) If rates for the altered, additional or substituted work cannot be determined in manner specified in sub-clause (i), (ii) and (iii) above, then the contractor shall execute the work under instructions of the Engineer and he will be paid on the basis of market analysis submitted by the contractor and approved by the Engineer. For the purposes of market analysis of rates, overheads for contractor profit shall be taken as 10% (Ten percent).
- v) However, if contractor is not satisfied with the decision of the Engineer in respect of the rates so approved by him, then he may appeal to the Director (Tech.) IRWO within 30 days of getting the decision of the Engineer supported by analysis of the rates or rates claimed. The Director (Tech) IRWO's decision after hearing both the parties in the matter would be final and binding on the contractor and IRWO.

5.0. - MEASUREMENTS, CERTIFICATES AND PAYMENT

5.0 Quantities in Schedule of Rates Annexed to Contract

The quantities set out in the accepted Schedule of Rates with items of work quantified are the estimated quantities of the works and they shall not be taken as the actual and final quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract.

5.1 Measurement of Works

- i) The contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for all the authorized extra works at rates determined on the measurement taken by the contractor and verified by the Engineer or the Engineer's Representative in accordance with the rules prescribed for the purpose by the IRWO.
- ii) The quantities for items, the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one. For items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals.
- iii) Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion progress of works. The date and time "on which on account" or final measurements are to be verified shall be communicated to the contractor who shall be present at the site and shall sign the results of the measurements.

5.2 On Account Payments

- i) The contractor shall be entitled to be paid from time to time by way of "On Account Payments" only for such works as in the opinion of the Engineer he has executed at site subject to any deduction, which may be made from the same.
- ii) Detailed measurements for the work done at site will be recorded in the prescribed measurement book by the IRWO official and on account bill shall be prepared and submitted to the Engineer who will pass for payment after verification.
- iii) The measurements submitted by the contractor shall be jointly verified on the date and time fixed by the Engineer and the contractor shall be present at site and shall sign the results of the measurements, which will be signed by the Engineer. These measurement books will be treated as an acknowledgement and acceptance of the accuracy of the measurements. Failing the contractor's attendance the work will be checked and measured up in his absence and such measurements, shall notwithstanding such absence, be binding on the contractor whether or not he shall have signed the measurement book. Provided always that any objection made by the contractor in writing which will also be signed by the Engineer/Engineer's representative to any measurement shall be duly investigated and considered in the manner set out above.
- iv) The on account bill shall be submitted in the prescribed Proforma approved by the Engineer. No Bill submitted incomplete or not in the prescribed manner will be entertained. Once the on account bill is submitted by the contractor complete in all respects to the satisfaction of the Engineer, the same will be normally paid within 15 days of submission. The contractor shall, however, not be entitled for any interest or any other compensation due to delayed payment.

The bill on receipt in corporate office of IRWO after its having been checked at site will be passed for payment to the extent of 75% of net amount, which will be treated as advance. This amount will be

adjusted while passing running / on-account bill and balance 25 % paid thereafter. The next running on account bill is prepared only after the first bill is cleared.

- v) Normally on account payment for the work done by the contractor shall be made once a month, provided that the gross value of work done since the previous payment is not less than contract value divided by Time of Completion in months.

5.3 Final Measurement and Payment

- i) When the works have been actually completed and the Engineer shall have certified in writing that they have been so completed and the Engineer has reasonably satisfied himself about the same, the contractor shall submit his final bills of quantities supported by detailed measurements within 45 days. Subject to the joint checking of the measurements by the Engineer and the contractor the Engineer shall arrange to effect actual payment of the amounts as are undisputed and accepted after deducting there from the amounts due to the Employer in terms of the contract.
- ii) The contractor shall be entitled to the payment of the final bill on the basis of final certificate of completion of work to be issued in writing by the Engineer provided always that the issue of any certificate by the Engineer during the progress of the work and after the completion shall not relieve the contractor from his liability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or defect in workmanship or to any matter dealt within the certificate, in case of all defects and insufficiencies in the works or materials which reasonable examination could not have disclosed. No certificate of the Engineer shall of itself be conclusive evidence that any work or material to which it relates are in accordance with the contract and the Engineer shall therefore be empowered to withhold such sum or sums as deemed necessary for the time being till final measurements have been made and quantities and quality of work done have been checked and determined.
- iii) The Engineer shall have power to withhold any certificate/payment if the works on any part thereof are not carried out to his satisfaction or some discrepancies or account/audit objections are noticed and raised requiring clarification or rectification(s).
- iv) In case of termination/ rescinding of the contract, contractor shall be required to measure work within seven days from the date of termination/ rescinding for joint verification by the Engineer(s), failing which the Engineer(s) will record the measurements after giving due notice to the contractor of the date and time of the measurement to be recorded and in case the contractor still fails to witness the measurements, then the measurements so recorded shall be final and binding on the contractor.

5.4 Delayed payments

All payments as due to the contractor in pursuance of any certificate given by the Engineer shall be made promptly unless some bill has been held up under objection in writing pending clarification or reply from the contractor. All objections shall be resolved to the satisfaction of the Employer if necessary by holding meetings and discussions, minutes whereof shall be recorded. No interest, however, shall be claimed or payable for such delayed payments.

5.5 Maintenance of Work

- 5.5.1** The contractor shall at all times during the progress and continuance of the works and also for the period of maintenance (Defects Liability Period) specified in the tender form and after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectually maintain and uphold in

good substantial, sound and perfect condition all and every part of the works and shall make good from time to time at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by act of providence or insurrection or civil riot and the contractor shall be liable for and shall pay and make good to the Employer whenever required by the Engineer to do so, all losses, damages, costs and expenses they or any of them may incur or be put to or be liable to by reason or in consequence of the operations of the contractor or of his failure in any respect.

5.5.2 Urgent Measures/Emergency Works

Any Urgent measures/Emergency works which in the opinion of the Employer, become necessary during the progress of the work to obviate any risk of accident or failure, or which becomes necessary for security or rectification of essential services, during the defects liability period, shall be carried out by the Contractor without any extra charges. If any emergency work(s) become necessary and contractor delays or fails to carry out such work(s), the Employer shall get the same work(s) carried out by any other agency at the risk and cost of the contractor. All such expenses shall be recovered from the contractor.

5.5.3 Handing Over Services and Site Development Works

The contractor shall hand over the site development works, i.e. sewerage, drainage, water supply etc. to the concerned authorities in good substantial, sound and perfect conditions, as acceptable to the concerned authorities at his own cost, including liaison with and arranging inspection by, concerned local authorities.

5.6 Period of Maintenance/defect liability for Complete Work

(Defects Liability/maintenance Period)

The period of maintenance/defect liability for the works shall be eighteen months starting from the date of completion of the work or as certified by the Engineer.

5.7 Contract Valid During Maintenance/defect liability Period

The contract shall remain valid and in force until the expiry of maintenance/defect liability period. (Defects Liability Period)

5.8 Certificate of Completion of Works

As soon as the work is completed, the contractor shall give notice of such completion whether the whole of the work or any part of the work for which a separate date of completion is stipulated in the contract, to the Engineer. Within thirty days of receipt of such notice Engineer shall inspect the work and shall arrange for carrying out of such tests that may be prescribed under the contract. If the Engineer notices any incomplete items of works or any defects which are to be rectified by the contractor or if any part of the works fails to pass the specified tests, Engineer shall furnish to the contractor list of all such incomplete works, deficiencies, defects, failure to pass test etc. and may refuse issue of certificate of completion to the contractor, provided however, that such certificate shall not be refused only on the grounds of any defects in the work required to be carried out in respect of contracts/items wherein a specific defect liability period is provided for. If in the opinion of the Employer and the Engineer the work shall have been satisfactorily completed, its final test or tests that may be prescribed, the Employer shall issue a certificate of completion indicating

- (a) The date of completion
- (b) Items for which payment shall be made at reduced rates and
- (c) Defect liability period is 18 months and shall commence from the date of such certificate. In case separate periods of completion have been specified for items or groups, the Engineer shall issue separate Completion Certificate for such items or groups of items. No certificate of completion shall be issued nor shall work be considered to be complete till the contractor shall have removed from the premises on which the work has been executed all scaffoldings, sheds and surplus materials except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen at the

site in connection with the execution of the work as shall have been erected by the contractor or the workmen and cleaned all dirt from the parts of buildings in, upon or about which the work has been executed or of which he may have cleaned floors, gutters and drains, cased doors and sashes, oiled locks and fastenings labeled keys clearly, hand them over to the Engineer or his representatives and made the whole premises fit for immediate occupation for use to the satisfaction of the Employer. If the contractor fails to comply with any of the requirements of these conditions as aforesaid, on or before the date of completion of the works, the Engineer may at the expense of the contractor fulfill such requirements and dispose of the scaffoldings, surplus materials and rubbish etc, as he thinks fit and the contractor shall have no claim in respect of any such scaffoldings or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expenses of fulfilling such requirements are more than the amount realized on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess.

If at any time before completion of the entire work, items or group of items for which separate periods of completion have been specified have been completed, the Employer shall take possession of any part or parts of the same (any such part (s) being hereinafter in the condition referred to as "the relevant part") then notwithstanding anything expressed or implied elsewhere in this contract.

- i) Within thirty days of the date of completion of such items or groups of items or of possession of the relevant part, the Engineer / Employer shall issue Completion Certificate for the relevant part as in condition above provided the contractor fulfills his obligations under that condition for the relevant part.
- ii) The defect liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
- iii) The contractor may reduce the value insured by the full value of the completed items or relevant part as estimated by the Engineer for this purpose. This estimate shall be applicable for this purpose only and for no other purpose.

5.9 On completion of the work, the individual dwelling units shall be handed over by the contractor to the respective allottees individually in presence of I.R.W.O's engineer/authorized representative within the defect liability period. However, if the particular allottee does not turn up for taking possession of the dwelling unit or the allotment of the said dwelling unit has not been issued by I.R.W.O. during the defect liability period, the possession of the same shall be handed over by the contractor to I.R.W.O'S authorized representative.

5.10 Contractor Not Absolved By Completion Certificate

The Certificate of Completion in respect of the works referred to in clause 5.8 shall not absolve the contractor from his liability to make good any defects, imperfections shrinkage or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instructions of the Engineer which defects, imperfections, shrinkage or faults shall, upon the directions in writing of the Engineer be amended and made good by the contractor at his own cost and in case of default on the part of the contractor, the engineer may employ labour and material or appoint another contractor to amend and make good such defects, imperfections, shrinkage and faults and all expenses consequent thereon and incidental thereto shall be borne by the contractor and shall be recoverable from any amount due to him under the contract.

Any defect shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in clause 5.8 (c) above or, within 18 (eighteen) months after the virtual completion of the works arising in the opinion of the Engineer from materials, or workmanship not in accordance with the contract shall upon the directions in writing of the Engineer and within such reasonable time as shall be specified therein, be amended and made good by the contractor, at his own cost and unless the Engineer in consultation with their Engineer shall decide that he ought to be paid for such amending and making

good, and in case of default, the Employer may employ and pay other persons to amend and make good such damage, loss and all expenses shall be recoverable from him by the Employer upon the Engineer's Certificate in writing, from any moneys due or that any become due to the contractor, or the Employer in lieu of such amending and making good by the contractors deduct from any money due to the contractor a sum to the determined by the Engineer equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover the balance from the contractor together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the contractor. The defect liability period would automatically extend till the defects pointed out during defect liability period are made good to the satisfaction of Engineer. The contractor shall remain liable under the provision of this clause notwithstanding the signing by the Engineer of any certificate or the passing of any accounts.

5.11 Approval only by maintenance Certificate

No certificate other than the maintenance certificate referred to in clause 5.12 of these conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken part thereof or of the accuracy of any claim or demand made by the contractor or additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

5.12 Maintenance Certificate

The contract shall not be considered as complete until a maintenance certificate is signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The maintenance certificate shall be given by the Engineer upon the expiration of the period of maintenance as soon as thereafter as any works ordered during such period shall have been completed to the satisfaction of the Engineer and full effect shall be given to this clause notwithstanding the taking possession of or using the works or any part thereof by the IRWO.

5.13 Cessation of IRWO's Liability

The IRWO shall not be liable to the contractor for any matter arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the maintenance certificate under the clause.

5.14 Unfulfilled Obligations

Notwithstanding the issue of the maintenance certificate to the contractor, the Contractor shall remain liable for the fulfillments of any obligation incurred under the provisions of the contract prior to the issue of the maintenance certificate which remains affirmed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties hereto

5.15 Records to be produced by the Contractor for Inspection

The contractor shall whenever required by the Engineer or his authorised representatives, produce or cause to be produced for examination any quotation, invoice cost or other accounts, books, vouchers, receipts, letters, memorandum or any copy of or extract from any such documents and also furnish information as may be required relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract, or ascertaining that materials supplied by the contractor are in accordance with the specifications laid down in the contract. The Employer's decision on the question of relevancy of any documents or information or returns will be final and binding on the contractor.

If any part of the item of the work is allowed to be carried out by a sub-contractor or any subsidiary or

allied firm, the Engineer shall have power to scrutinize the books of such sub-contractor or any subsidiary or allied firm through the contractor and shall have power to examine and inspect the same.

The obligations imposed above are without prejudice to the obligations of the contractor under any statute, rules or orders binding on the contractor.

5.16 Withholding and Lien in Respect of sums claimed

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor, and for the purpose aforesaid, the Employer shall be entitled to withhold the said cash Security Deposit or the security in any other form including Bank Guarantee and also have a lien over the same pending finalization or adjudication of any such claims. In the event of the security being insufficient to cover the claim amount or amounts or if any Security deposit has been taken from the contractor, the Employer shall have the right to withhold and have a lien to retain to the extent such claim amounts from any sum or sums, found payable or which any time with any other office, subsidiary of the Employer thereafter may become payable to the contractor either alone or jointly with other under the same contract or any other contract with the Employer or pending finalization or adjudication of any such claims.

It is an agreed term of the contract the amount so withheld or retained under the lien referred to above by the Employer shall be kept withheld or retained by the Employer till the employer's claim arising out of or under the contract are mutually settled or determined by the Arbitrator (If the contract is governed by the arbitration clause) or by the competent court, as the case may be, and that the contractor will have no claim for interest or damages, whatsoever, on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / limited company, as the case may be, whether in his individual capacity or otherwise.

5.17 Lien in respect of Claim in other Contract

Any sum or money due and payable to the contractor either alone or jointly with other including the Security Deposit returnable to him, under the contract, may be withheld or retained by way of lien by the Employer against any claim of Employer or in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or any other office or subsidiary of the Employer.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer shall be kept withheld or retained by the Employer till the claim arising out of or any other contract is either mutually settled or determined by the Arbitrator (if the contractor is governed by the arbitration clause) or by the competent court, as the case may be and the contractor shall have no claim for interest or damages, whatsoever on any account or on any other account in respect of any sum of money withheld or retained under this clause duly notified to the contractor.

5.18 Signature of Receipts for Amounts

Every receipt of money which may become payable or for any security which may become transferable to the contractor under this contract shall if signed in the partnership name by any of the partners of a contractor, firm or by a person (holding power of attorney if the contractor's firm is a limited company) be a good and sufficient discharge to the Employer in respect of money or security purported to be acknowledged thereby. In the event of the death of any other partners during the currency of the contract, it is hereby expressly agreed that every receipt by any one of the surviving partner shall, so signed as aforesaid be binding.

5.19 Connections/Completion Certificate

- 5.19.1** It will be the responsibility of the contractor to get the works approved and obtain completion and occupancy certificates for the building work and necessary connection for main water supply &

sewerage connection, NOC from Fire Authority/Local Municipal / –Govt. Authorities for getting the Occupancy and completion certificate as per the local norms, or other approved authorities for region at his own cost. Rates quoted shall cover all expenses to be borne for obtaining above approvals/certificates. However, any statutory fees to be made on account of above shall be paid by the Employer.

- 5.19.2** The date of completion shall be only after the building and external works are virtually complete as certified by the Engineer and all required connections and NOCs for main water supply, sewerage connection, NOC from Fire Authority/Local Municipal/Govt. Authorities or other approved authorities is obtained by the contractor and handed over to the Employer.
- 5.19.3** The Contractor has to get the NOC/Clearance from local authorities for the part of work done by them as and when required
- 5.19.4** Contractor will be liable to pay penalty up to **Rs 75,000/- per month** for non compliance of conditions of contract, whose specified provision of penalty are not there. Repeated non compliance of Engineer's instructions by the Contractor may attract action under General Conditions of Contracts .
- 5.19.5** The contractor shall provide water/power connection at his own cost, to sub-contractors and other agencies employed by IRWO at site whenever required on payment of electric energy charges by the sub-contractors.

6.0 - LABOUR

6.1 Compliance With Labour Laws

Contractor shall comply with all laws and statutory regulations dealing with the employment of labour such as:

- i) The payment of Wages Act, 1936
- ii) The Minimum Wages Act, 1948
- iii) The Workmen's Compensation Act, 1923
- iv) Employer's Liability Act, 1938
- v) Industrial Disputes Act, 1947
- vi) Maternity Benefit Act 1961
- vii) Mines Act, 1952
- viii) The Employees State Insurance Act, 1948, safety code, Labour Welfare Acts or Rules or any modifications thereof, any other laws and regulations framed by the competent legislative authorities from time to time.
- ix) Employee's Provident Fund Act.
- x) Child labour (Prohibition & Regulation) Act-1986
- xi) The Contract Labour (Regulation and Abolishing) Act, 1970 & Contract Labour (Regulations & Abolition) Central Rules, 1971.
- xii) Building and other construction worker's welfare cess Act 1996.
- xiii) Safety codes, Labour welfare Acts or Rules or any modification thereof, any other Regulations framed by the competent Legislative Authorities from time to time. Laws &

6.2 Rest Days and Default Under Labour Laws

So far as practicable, the contractor shall observe days of rest for the labour so as to coincide with the days of rest specified by the Employer on having received report from the competent inspecting officer as defined under any / all of the above Acts, shall have the power to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by the worker/workers for the non fulfillment of the conditions of the contract for the benefit of the workers, non payment of the wages. The Contractor shall indemnify Employer against any payments to be paid under and for the observance of regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

6.3 Engagement of Labour

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors, where such subletting is permitted to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer. The contractor shall not employ in connection with the works any person who has not completed his seventeenth year of age.

The Contractor shall indemnify the Employer against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

- 6.4 The contractor must get himself registered from the Registering Officer under Section-7 of the Building and other Construction Workers Welfare Cess Act 1966 and rules made there to by the State Govt. and submit certificate of Registration issued from the Registering Officer of the State Govt. (Labour Deptt.). For compliance with this Act the contractor shall be required to pay cess @ 10% of cost of construction work, to be deducted from each bill. Cost of material shall be outside the purview of cess when supplied free by IRWO.

7.0 - CLAIMS

7.1 Monthly Statement of Claims

The contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the contractor may consider himself entitled and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars.

7.2 Signing of “No Claim” Certificate

The contractor shall not be entitled to make any claim, whatsoever against, the IRWO under or by virtue of, or arising out of this contract nor shall IRWO entertain or consider such claim, if made by the contractor, after he shall have signed a “No Claim” certificate in favour of IRWO in such form as shall be required by the IRWO after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by the “No Claim Certificate”. In such cases, it will be a term of contract that there is no Arbitration clause at all.

VIII - DETERMINATION OF CONTRACTS

8.0 Right of Employer to Determine Contract

The Employer shall be entitled to determine and terminate the contract at any time should in the Employer's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause, whatsoever, in which case the value of approved materials at site and of work done to date by the contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Employer of such determination and the reason therefore shall be conclusive evidence thereof.

8.1 Payment on Determination of Contract

Should the contract be determined under sub-clause 6.8.0 of this Clause, the contractor shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of the contract. The Employer's decision on the necessity and propriety of such expenditure shall be final and conclusive.

8.2 Determination of Contract Owing To Default Of Contractor

If the contractor should:

- i) become bankrupt or insolvent of
- ii) make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- iii) being a company or corporation, go into liquidation (other than a voluntary liquidation) for the purpose of amalgamation or reconstruction, or
- iv) have an execution levied on his goods or property on the works, or
- v) assign the contract or any part thereof otherwise than as provided in Clause 6.2.110 of these conditions, or
- vi) abandon the contract, or
- vii) persistently disregard the instructions of the Engineer or contravene any provision of the contract, or
- viii) fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period or
- ix) fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected or
- x) fail to take steps to employ competent or additional staff and labour as required, or
- xi) fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required or
- xii) Promise, offer to give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Employer or to any person of his or on their behalf in relation to the execution of this or any other contract with the employer, the following procedure shall be adopted:

8.3 Procedure of Determination of Contract

Then in any of the above said cases, the Engineer on behalf of the Employer may serve the contractor with a notice in writing to that effect and if the contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far, as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the Employer shall be entitled after giving 48 hours notice in writing under the hand of the Engineer, to rescind the contract as a whole or in part or parts as may be specified in such notice and adopt either or both of the following courses:

- a) To carry out the whole or part of the work from which the contractor has been removed by the employment of the required labour and materials, the cost of which shall include lead, lift, freight supervision and all incidental charges.
- b) To measure up the whole or part of the work from which the contractor has been removed and to get it

completed by another contractor. The manner and method, in which such work is completed, shall be at the entire discretion of the Engineer whose decision shall be final.

And in both the cases (a) & (b) mentioned above, Employer shall be entitled to forfeit the whole of the Security Deposit/encash the Bank Guarantee incase the Security Deposit has been submitted in the form of Bank Guarantees it may consider fit and also encash the Performance Bank Guarantee.

8.4 Right of Employer after Determination of Contract Owing To Default of Contractor

In the event of any or several of the courses, referred to in sub-clause 5.8.2 are being adopted.

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the work or the performance of the contract and the contractor shall not be entitled to recover or be paid any sum for any work there to or actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.
- b) The Engineer or the Engineer's representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ any part thereof until the completion of the work without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- c) The Engineer shall, as soon as may be practicable after removal of the contractor fix and determine by reference to the parties or ex-parte if the contractor does not joint such investigation or inquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused or partially used materials, any constructional plant and any temporary works upon at site.
- d) The employer shall not be liable to pay the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the cost of completion and maintenance and thereafter until the cost of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer.

IX - SETTLEMENT OF DISPUTES

9.0 Conciliation and Arbitration:

9.1. Conciliation

- 9.1.1** It is a term of this contract that Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement / conciliation.
- 9.1.2** If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the contractor may refer to the Managing Director IRWO in writing to settle such disputes or differences through conciliation/arbitration provided that demand for conciliation or arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such disputes or differences in respect of which the demand has been made, together with counter claim of IRWO shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- 9.1.3** Managing Director of IRWO may decide to appoint a person as Conciliator or Arbitrator as the case may be.
- 9.1.4** If one or more Conciliator(s) appointed as above refuse/refuses to act or arbitrarily withdraw from his/their office as Conciliator or vacates his/their office or offices or is/are unable or unwilling to perform his/their functions as Conciliator(s) for any reasons, whatsoever or dies or in the opinion of Managing Director, IRWO fails to act without undue delay, the Managing Director IRWO shall appoint new Conciliator(s) in his/their place. Such reconstituted tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Conciliator(s).
- 9.1.5** The demand for conciliation is subject to Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof shall apply to the Conciliation proceedings under this clauses.

9.2 Arbitration

- 9.2.1** In the event of any dispute or difference between the parties hereto as the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account to which the parties may claim to be entitled to, then the disputed matters may be referred to arbitration, as per procedure laid down below:
- i.** The demand for arbitration shall specify the matters which are in question, dispute(s) or difference(s) in respect of which the demand has been made, shall be referred to arbitration and other matters shall not be included in the reference.
 - ii.** It is a term of the Contract that no person other than a person nominated by Employer shall act as Arbitrator and if for any reason that is not possible, the matter is not to referred to arbitration at all. In case where the Contractor has signed the final bill with "No Claim Certificate", the matter will not be referred to arbitration and in such cases, it will be a term of the Contractor that there is no arbitration clause at all.
- 9.2.2** In cases where the total value of all claims in question added together does not exceed Rs. 50 lakhs (Rupees Ten Lacs only) the Arbitral Tribunal consist of Sole/Arbitrator who shall be either the Managing Director or any officer of IRWO nominated by the Managing Director on his behalf. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by IRWO.
- 9.2.3** In case not covered by the above clause, the Arbitral Tribunal shall consist of a panel of three serving or retired officers of Railway as the Arbitrators. For this purpose, IRWO will send a panel of more than three names of officers to the Contractor who will be asked to select / opt and suggest to Managing Director of IRWO at least two names out of the panel for appointment as Contractor's nominee. Managing Director shall appoint at least one out of them as Contractor's nominee and will, also simultaneously appoint the balance number of Arbitrators either from the panel or from outside the panel and the two appointed Arbitrator shall appoint the third Arbitrator who shall act as the presiding Arbitrator.

- 9.2.4** If one or more Arbitrator(s) appointed as above refuse(s) to act as arbitrator(s), withdraw from his office as Arbitrator or vacates his/their office or is/are unable or unwilling to perform his/their function as Arbitrator(s) for any reasons, whatsoever or die(s), or in the opinion of Managing Director fail(s) to act without undue delay, the Managing Director shall appoint new Arbitrator / Arbitrator(s) to act in his/their place in same manner in which the earlier Arbitrator(s) has been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- 9.2.5** The demand for Arbitration is subject to Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof shall apply to the Arbitration proceedings under this clause.
- 9.3.1** The language of proceedings, documents or communication shall be in English and the Awards shall be made in English in writing. The Conciliator/Arbitrator shall give the award which shall state item wise the sum awarded and the reasons upon which it is based. The analysis and the reasons shall be detailed enough so that award could be inferred there from.
- 9.3.2** The Conciliator/Arbitral Tribunal shall record day to day proceedings. Those proceedings shall normally be conducted on the basis of documents and written statement.
- 9.3.3** The conciliation/arbitration proceedings shall be held at a place decided by Conciliator/Arbitrator.
- 9.3.4** The fees and other charges of the Conciliator/Arbitrator shall be as per the scale fixed by the IRWO from time to time and shall be shared between the IRWO and the Contractor.
- 9.3.5** The minimum qualification of Conciliator/Arbitrator shall be graduate in Engineering. He may be a working OR a retired officer with a minimum of 20 years in Group 'A' in Engineering Services of railways or equivalent in railway PSUs. He should be clear from the vigilance angle and should be a person with reputation of high technical ability and integrity. Also he would not have associated with the contract to which the disputes pertain.
- 9.3.6** It is a term of this contract that the Contractor shall not approach any Court of law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences in accordance with the provisions of clause.
- 9.3.7** Obligations of IRWO and Contractor shall not be altered by reasons of Conciliation/Arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration and payments to the contractor shall continue to be made in terms of contract.
- 9.3.8** The award of Conciliator /Sole Arbitrator/Arbitral Tribunal unless challenged in the Court of Law shall be binding on all parties.
- 9.4 Award**
Conciliator(s) / Arbitrator(s) shall give the award which shall state item wise the sum awarded and reasons upon which it is based.
- 9.5 Jurisdiction**
All disputes arising out of or relating to the Contract shall be deemed to have arisen in Delhi and only courts having jurisdiction over Delhi shall determine the same.

Draft of Joint Tendering Agreement

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarised)

This Joint Tendering Agreement (the "JT Agreement") made at _____ on this __ day of _____, 2012
BY AND BETWEEN

_____ (Lead Member), a partnership / private limited / public limited company and having its registered office at _____ (herein after referred to as "_____"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the one part;

AND

_____ (Member 1), a partnership / private limited / public limited company and having its registered office at _____ (herein after referred to as "_____"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the second part;

AND

_____ (Member 2), a partnership / private limited / public limited company and having its registered office at _____ (herein after referred to as "_____"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the third part;

(_____, _____ and _____ shall be individually referred to as the "Party" and jointly referred to as the "Parties")

WHEREAS:

- A. Indian Railway Welfare Organization (IRWO) has invited bids for selection from the real estate Developers either individually or through consortium for Construction of Multistoried Flats, including transfer of land, on Turnkey basis at Noida Extension (Greater Noida) (hereinafter referred to as the "**Project**").
- B. _____, _____ and _____ have agreed to consolidate their resources, experience and jointly submit the offer for the Tender issued by IRWO for Construction of Multistoried Flats, including transfer of land, on Turnkey basis at Noida Extension (Greater Noida) (hereinafter referred to as "**Tender**");
- C. The Parties have therefore agreed to enter into an understanding in respect of the submission of the Tender on the terms set out below.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES ABOVE AND THE MUTUAL CONVENANTS HEREIN CONTAINED THE PARTIES HEREBY AGREE AS FOLLOWS:

The recital herein contained shall constitute an integral and operative part of this JT Agreement

The Parties hereto agree to consolidate their resources and hereby form a consortium to jointly prepare, submit and Bid with private financing for commercial benefits as detailed in the Tender documents issued by Indian Railway Welfare Organization, ("**IRWO**") for Construction of Multistoried Flats, including transfer of land, on Turnkey basis at Noida Extension (Greater Noida).

The Parties hereto agree that _____ and _____ shall be the Other Members and _____ shall be the Lead Member of the Consortium as defined in the Tender documents (collectively referred

to as “**Consortium Members**”).

The Parties shall mutually and jointly take all the decisions with respect to the Project . _____ (*Lead Member*) shall be authorized to act on behalf of the Consortium as their representative for Tendering and implementation of the Project.

_____ (*Lead Member*) believes that it has the necessary qualification to fulfill technical capability criteria of successful completion of group housing project and all the members believe that they have the necessary qualifications to jointly fulfill the turnover criteria as detailed in the Tender Documents as well as the criteria for possession of clear, marketable and unencumbered title of land required for the said Project.

For the purpose of execution on award of the Tender, the Parties will set up a Special Purpose Vehicle (“SPV”) within 30 days of receipt of Letter of Award, the common equity shareholding pattern of which shall consist of _____% shares to be held by _____, _____% shares to be held by _____ and _____% shares to be held by _____.

_____ (*Lead Member*) shall individually and compulsorily hold at least 51% equity stake in the SPV for a period of up to at least one year after the defect liability period. On successful award of the contract, the SPV shall enter into agreements with IRWO, which shall specify the terms and conditions for carrying out the Project (“**Agreement**”) and shall carry out all the responsibilities in the terms of the Agreement.

The Parties shall be jointly and severally liable for the execution of the Project and be bound in accordance with the terms of Agreement.

The role and the responsibility of each Party till the completion of Project shall be as follows:

Name of Member	Type of Member	Role & Responsibility
	Lead Member	
	Other Member	
	Other Member	

Any terms and conditions to the extent not agreed upon by the Parties in this JT Agreement shall be mutually agreed upon by the Parties and incorporated in the Article of Association of the SPV.

All information, document, etc. exchanged between the Parties related to this JT Agreement or the preparation of any bid or the performance of the Project shall remain confidential and shall not be revealed to any third party for a certain time period to be agreed upon. Unless otherwise required by law, the Parties undertake not to disclose to any third party or anyone else and / or use any Information. [Information shall be deemed to mean and include any idea, data, plans, concepts, designs, technical information, inventions, specifications and operating experience and shall further include all the tracings, drawings, designs, calculations, sketches, models, reports, specifications, computer assisted design documents, results of programs, computer discs, diskettes or taps, charts, photographs, other data compilations, report (whether in draft form or completed) and other documents and the contents of any of them used by or provided by the Parties in connection with the Bid] without prior consent of the other Party.

This JT Agreement shall come into effect on the date of submission of the Tender.

This JT Agreement shall be valid for a minimum period of one hundred and eighty days and shall be extended further for such period as may be required by the IRWO, provided the Consortium’s offer for this Tender is not rejected by the IRWO.

All out-of –pocket expenses of and incidental to this JT Agreement including stamp duty and registration fees, if any shall be borne and paid by the Parties in proportion to their shareholding in the SPV. Each Party shall pay

and bear their own advocate/solicitors fees in the preparation of this JT Agreement.

This JT Agreement shall in all respects be constructed and interpreted in accordance with laws of India.

In the event of any dispute or difference between the Parties hereto arising from or relating to anything contained in this JT Agreement, the Parties will endeavour to settle the same amicably. If they are not able to do so within 30 days from the date of such dispute, the same shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The language of such Arbitration will be English and the venue will be _____. This Clause shall survive the termination of this JT Agreement.

In the event of a dispute(s) between the Parties over the subject of this JT Agreement, the prevailing party shall be entitled to reasonable advocates/solicitors' fees and costs incurred in the resolution of such dispute(s).

IN WITNESS WHEREOF the Parties hereto have caused this JT Agreement to be executed by their duly authorized representatives the day and year first above written.

SIGNED AND DELIVERED BY _____

By: _____

Title: _____

Date: _____

SIGNED AND DELIVERED BY _____

By: _____

Title: _____

Date: _____

SIGNED AND DELIVERED BY _____

By: _____

Title: _____

Date: _____

Witnesses:

Name

Address

Format for Power of Attorney for Appointing the Lead Member

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarised)

KNOW ALL MEN by these presents that we, M/s[name of member of consortium other than the lead member], a partnership firm / private limited company / public limited company (*strike off whatever is not applicable*) having its Registered Office at[address of the company] (hereinafter referred to as "**Member 1** ") and M/s[name of member of consortium other than the lead member], a partnership firm / private limited company / public limited company (*strike off whatever is not applicable*) having its Registered Office at[address of the company] (hereinafter referred to as "**Member 2** ") and

WHEREAS we M/s, M/s and M/s(insert name and registered office address of all the members) are forming a Consortium to submit their offer in response to the tender ("**TENDER**") for Construction of Multistoried Flats, including transfer of land, on Turnkey basis at Noida Extension (Greater Noida) (the "**Project**") issued by Indian Railway Welfare Organization (IRWO) and is desirous of appointing an attorney for the purpose thereof.

NOW KNOW YE ALL BY THESE PRESENTS, that we, M/s and M/s [names of the members of the consortium other than the Lead Member] do hereby nominate, constitute and appoint M/s[name of the Lead Member company] as its true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Consortium in its name and on its behalf, that is to say:

- a) To act as the Lead Member of the Consortium for the purposes of the Project;
- b) To procure tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- c) To sign all papers for all proposals, offers, Project documents, necessary documents, papers, Tenders, representations and correspondence necessary and proper for the purpose of submitting the Tender.;
- d) To act as the Consortium's official representative for submitting the Tender for the Project and other relevant documents in connection therewith
- e) To sign and execute contracts relating to the Project, including variation and modification thereto;
- f) To represent the Consortium at meetings, discussions, negotiations and presentations with IRWO, Government Authorities, Competent Authorities and other Project related entities;
- g) To receive notices, instructions and information for and on behalf of the Consortium;
- h) To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary for the purpose aforesaid.

AND the Consortium hereby covenants with the said Attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF the Consortium members puts their hand and seal to this Power of Attorney on this [day, month & year]

<p>The common seal of [name of one of the Member] was hereunto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the ____day of _____, 2012 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]</p>	<p>)-----) [name & designation of the person])-----) [name & designation of the person]</p>
<p>The common seal of [name of the other Member] was hereunto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the ____day of _____, 2012 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]</p>	<p>)-----) [name & designation of the person])))-----) [name & designation of the person]</p>

Witnesses:

<p>Name Address</p>	<p>Name Address</p>
-------------------------	-------------------------

Draft of Power of Attorney for signing of Bid

This Tender Form is to be submitted only by the Sole Tenderer or Lead Member.

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarised)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for _____ proposed or being developed by the Indian Railway Welfare Organization ("IRWO") including but not limited to signing and submission of all applications, tenders and other documents and writings, participating in bidders' and other conferences and providing information / responses to IRWO, representing us in all matters before IRWO, signing and execution of all contracts and undertakings consequent to acceptance of our Tender, and generally dealing with IRWO in all matters in connection with or relating to or arising out of our Tender for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with IRWO.

AND I/we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by my/our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF We, _____, the above named principal have executed this power of attorney on this _____ day of _____, 2012.

For _____
 (Signature)
 (Name, Title/designation and Address)
 Common Seal of the Company

I Accept

(Signature)
 (Name, Title and Address of the Attorney)

[Notarised]

Witnesses:

- 1.
- 2.

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Also, the Tenderer should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

Appendix 'D'**APPENDIX SHOWING IMPORTANT SCHEDULES**

- 1.Submission of Performance guarantee : Within 15 days of issue of Letter of Acceptance
(Cl. 2.22)
2. SIGNING THE AGREEMENT : Within 15 days of being advised after acceptance of award letter and
submission of requisite documents by contractor (Cl. 2.22.2)
3. COMMENCEMENT OF WORK : Within 15 days of the issue of letter of intent / order (Cl. 3.1)
4. PERIOD OF COMPLETION : As per Letter of Acceptance
5. PERIOD OF COMPLETION OF : 18 Months from the date of issue of letter of acceptance
SAMPLE FLATS (Cl 3.44)
6. DAMAGES FOR DELAY : Clause 2.28 of General Conditions of Contract
7. PERIOD OF ON-ACCOUNT BILL : Monthly. Clause 5.2(v) of General Conditions of Contract
8. SECURITY DEPOSIT : Clause 2.19 of General Conditions of Contract
9. REFUND OF SECURITY DEPOSIT : 1st installment Equal to 50% of the total security deposit shall be
released within 90 days of completion of entire work and
submission of final bill to HQ (cl 2.20).

2nd instalment equal to balance 50% of the Security Deposit shall be
refunded after 30 days of satisfactory completion of
maintenance/defect liability period (Cl. 2.20).
12. INCOME TAX AND WORKS TAX : At prevailing rate from each bill.
DEDUCTIONS
13. DEFECTS LIABILITY PERIOD : 12 months after completion of work.(Cl 5.6)
14. PERIOD OF FINAL MEASUREMENTS: 45 days within completion of work.(Cl 5.3)

Appendix 'E'

FORMAT FOR BANK GUARANTEE AGAINST SECURITY DEPOSIT

Guarantee No. _____
Amount of Guarantee _____
Guarantee Cover from _____
Last Date of Lodgment of Claim _____

In consideration of the Managing Director, Indian Railway Welfare Organization, Head Office, Railway Offices Complex, Shivaji Bridge (Behind Shanker Market), New Delhi-110001 (hereinafter called the 'IRWO') having agreed under the Terms and Conditions of Letter No. _____ Dated _____ made between Indian Railway Welfare _____ Organization _____ (IRWO) and _____

(Hereinafter called the 'Contractor(s)' for the _____

(Hereinafter called the said 'Agreement') having agreed on submission of un-conditional irrevocable Bank Guarantee Bond from the Contractor(s) for compliance of his obligation in accordance with the Terms and Conditions in the said 'Agreement'.

2. We the _____ (Hereinafter referred as "the Bank") undertake to Guarantee and to pay the IRWO an amount not exceeding Rs. _____ (Rupees _____) on demand by IRWO.
3. We _____ do hereby un-conditionally and irrevocably undertake to Guarantee and to pay the amount due and payable under this Guarantee without protest or demur, merely on demand in writing through the Advisor/Director Technical, IRWO, New Delhi stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IRWO by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under his Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).
4. We the _____ further undertake to Guarantee and to pay to the IRWO any money so demanded no withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present Contact being absolute and unequivocal. (b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no Claim against us for making such payment.

5. We _____ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the IRWO under or by virtue of the said Agreement have been fully paid and its Claims satisfied or discharged by the Advisor/Director Technical, Indian Railway Welfare Organization, New Delhi on behalf of the IRWO certifies that the Terms and Conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this Guarantee.
6. (a) Notwithstanding anything to the contrary contained herein the liability of the Bank under this Guarantee will remain in force and effect until such time this Guarantee is discharge in writing by the IRWO or until _____ (Date of Validity/Extended Validity) whichever is earlier and no Claim shall be valid under this Guarantee unless notice in writing thereof is given by the IRWO within Validity/Extended Period of Validity of Guarantee from the date aforesaid.
- (b) Provided always that We the _____ Bank unconditionally under take to renew this Guarantee or extend the period of Guarantee from year to year before the expiry of the period of the Guarantee as the case may be on being called upon to do so by the IRWO and _____
- _____
- If the Guarantee on demand and without demur.
7. We the _____ Bank further agree that the IRWO shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of Performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IRWO against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and We shall not be relieved from our liability by the reason of any such variation, or extension being granted to the said Contractor(s) or for forbearance, act or Omission on the part of the IRWO or any indulgency by the IRWO to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties for the said reservation would, relieve us from the liability.
8. This Guarantee will not be discharged by any change in the Constitution of the bank or the Contractor(s).
9. We _____ Bank lastly under take not to revoke this Guarantee except with the prior consent of the IRWO in writing.
10. This Guarantee shall be valid up to _____ unless extended on demand by IRWO and _____
- _____ .

“Notwithstanding”, Anything contained herein above:-

- (i) Our liability under this Bank Guarantee shall not exceed Rs. _____
- (ii) This Bank Guarantee shall be valid up to _____.
- (iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written Claim or Demand on or before _____ (Date of Expiry of Bank Guarantee)

Dated _____ day of _____ 2014.

For _____

(Indicate the Name of the Bank)

Appendix 'F'

**FORMAT FOR BANK GUARANTEE AGAINST
PERFORMANCE GUARANTEE**
BANK GUARENTEE AMOUNT
BANK GUARANTEE NO.
DATE
VALID UPTO

In consideration of the Managing Director Indian Railway Welfare Organisation, New Delhi (hereinafter called IRWO) HAVING AGREED UNDER THE TERMS & CONDITIONS OF LETTER NO.

Dated _____ made between the Indian Railway Welfare Organisation (IRWO) and _____ (hereinafter called the Contractor) Construction of ____ dwelling units land other allied works at _____ (hereinafter called the 'said agreement' having agreed on submission of unconditional and irrecoverable bank guarantee bond for Rs. _____ (Rupees _____) as a **performance security guarantee** bond from the Contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We (Name of Bank)

Hereinafter refer to as bank undertake to pay to the IRWO an amount not exceeding Rs.(Rupees _____) on demand by IRWO.

2.1 We (Name of Bank).....

do hereby un-conditionally and irrevocably undertake to pay the amount due and payable under this guarantee without protest or demur merely on demand in writing through the Director Technical, IRWO, New Delhi all moneys payable by the contractor to IRWO in connection with execution of and performance of works inclusive of any loss or damage caused to or would be caused or suffered by the IRWO by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractors failure to perform the said agreement any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

3(a) We (Name of Bank further undertake to pay to the IRWO any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present Contact being absolute and unequivocal.

(b) The payment made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no Claim against us for making such payment.

4. We (Name of Bank).....

further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be till all the dues of the IRWO under or by virtue of the said Agreement have been fully paid and its Claims satisfied or discharged by the Director Technical, Indian Railway Welfare Organization, New Delhi on behalf of the IRWO certify that the Terms and Conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this Guarantee.

5(a) Notwithstanding anything to the contrary contained herein the liability of the Bank under this Guarantee will remain in force and effect until such time this Guarantee is discharge in writing by the IRWO or until (Date of Validity/Extended Validity) whichever is earlier and no Claim shall be valid under this Guarantee unless notice in writing thereof is given by the IRWO within Validity/Extended Period of Validity of Guarantee from the date aforesaid.

(b) Provided always that We (Name of Bank)_____ unconditionally under take to renew this Guarantee or extend the period of Guarantee from year to year before the expiry of the period or the extended period of the Guarantee as the case may be on being called upon to do so by the IRWO the guarantee is not renewed or the period extended on demand, we shall pay the IRWO the full amount of guarantee on demand and without demur.

6. We (Name of Bank) _____ further agree with the IRWO that the IRWO shall have the fullest liberty without our consent and without affecting in any manner out of obligations here under to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the IRWO against the said Contractor(s) and to forbear or enforce any of the terms and conditions of the said Agreement and We shall not be relieved from our liability by the reason of any such variation, or extension being granted to the said Contractor(s) or for bearance, act or Omission on the part of the IRWO or any indulgency by the IRWO to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties for the said reservation would, relieve us from the liability.

7. This Guarantee will not be discharged by any change in the Constitution of the bank or the Contractor(s).

8. We (Name of Bank)_____ lastly under take not to revoke this Guarantee except with the privious consent of the IRWO in writing.

9. This Guarantee shall be valid up to _____ unless extended on demand

by IRWO. Notwithstanding anything to the contrary contained hereinbefore, our liability under this Bank Guarantee is restricted to Rs. _____ (Rupees)
unless a demand under this guarantee is made on us in writing on before _____.
We shall discharged from our liability under this guarantee thereafter.

Signature of the Authorised Official
Name
Full Address
.....
.....

Witnesses:-

- 1.....
.....
.....
- 2.....
.....
.....

Amendment 1

Below

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



इरवो
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 “Contrac” 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

Sub: IRWO's General Conditions of contract-April-2015 (issued on (10.5.15)
Amendment No.2

Amendment No.2 dated 27th April, 2018

S.No.	Clause	Page	Line	Action
1	3.11	17	3	In the third line of para after word "...IRWO's property," the following may be added. "This will be provided free of cost. Its maintenance expenditure including cost of electric bill, telephone with internet connection and charges there of will also be borne by the agency till receipt of completion certificate."
2	3.30	22	11	The last sentence as follows may be deleted. "Hindrance caused to work will invite penalty also as envisaged in Para 5.3.30 is deleted."
3	5.6	31		The existing para may be replaced as under : "Defect liability period for any structural defect or any other defect in workmanship, quality or provision of services will be five years and for all other works it will be eighteen months, both these periods being counted 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.
	2.22.3	8		i) 75% of PG will be released after satisfactory completion of the maintenance/defect liability period of 18 months as specified in para 5.6 below. ii) – Balance 25% of PG will be released after satisfactory completion of defect liability period of five years for structural defect etc. as per para 5.6 below "
4	8.1	39	1	"sub-clause 6.8.0" should be read as "sub clause 8.0"
5	8.2(v)	39	1	"Clause 6.2.110" should be read as "Clause 2.12"
6	8.4	40	1	"sub-clause 5.8.2" should be read as "sub clause 8.2"
7	9.2.2	42	1	Amount in words "Rupees. ten lacs only" should be read as "(Rupees fifty lacs only)."


27.4.18

(Pradeep Kumar)
Managing Director

4/c

**SUB: IRWO'S GENERAL CONDITIONS OF CONTRACT – APRIL 2015
(ISSUED ON 10.05.2015) – AMENDMENT NO.3.**

Amendment No.3 dated 04-02-2019.

Existing para 2.28.1 should be renamed as para 2.28.2 and a new para 2.28.1 should be added as follows:

S.No	Clause	Page	Action
1.	2.28.1	10	"The words "without further escalation" used in para 2.28 means that for further extended time, escalation will be paid by freezing the cost indices for the month upto which previous extension was granted with escalation. However, if the indices decrease/come down, then the Contractor will be paid escalation with reduced indices".
2.	2.28.2	10	The existing para 2.28.1 on page 10 shall be renamed as 2.28.2.

120521-
4.2.19

(V.K.JAIN)
MANAGING DIRECTOR