

SPECIAL CONDITIONS**1. GENERAL**

These special conditions shall be read in conjunction with the General Conditions of Contracts, IAFW-2249 (1989 Print) and IAFW-1779A including errata/ amendments thereto. Any provision in these special conditions if at variance with the provision in the above mentioned documents, the provision in these special conditions shall be deemed to take precedence there over.

2. ADMISSION TO SITE BY CONTRACTOR AND RESPONSIBILITY TO ASCERTAIN HIS OWN INFORMATION

- 2.1. The tenderer shall contact the Garrison Engineer for the purpose of inspection of site(s) and relevant documents other than those sent herewith, who will give reasonable facilities for this purpose. The tenderers shall also make themselves familiar with working conditions, accessibility to site(s), availability of materials and other cogent conditions, which may affect the completion of work under this contract.
- 2.2 The tenderers shall be deemed to have visited the site(s) and made themselves familiar with the working conditions irrespective of the fact whether they actually inspect the site(s) or not.

3. SECURITY AND PASSES

- 3.1 Refer condition 25 of IAFW-2249. The contractor shall employ only Indian Nationals as his representatives, agents, servants and workmen and verify their antecedents and loyalty before employing them for the works. He shall ensure that no person of doubtful antecedents and nationality is in any way associated with the work. As a proof that the contractor has employed only Indian Nationals, he shall render a certificate to GE within one month from the date of acceptance of tender to this effect. In case the GE desires, the contractor will have the police verification done of personnel employed by him. If for reasons of technical collaboration or other consideration, the employment of any foreign national is unavoidable, the contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of the tender. The contractor shall, on demand by the Engineer-in-Charge, submit list of his agents, employees and work people concerned and shall satisfy the Engineer-in-Charge as to the bonafides of such people.
- 3.2 The Engineer-in-Charge shall at his discretion have the right to issue passes as per rules and regulations of the installation/ area in force to control the admission of the contractor, his agents, employees and work people to the site of the work or any part thereof. Passes should be returned at any time on demand by the Engineer-in-Charge or the authorities concerned and in any case on completion of work.
- 3.3 The contractor and his agents, employees and work people shall observe all the rules promulgated by the authority controlling the installation/ area in which the work is to be carried out e.g. prohibition of smoking and lighting, fire precautions, search of persons on entry and exit, keeping to specific routes, observing specified timing etc. Nothing extra shall be admissible for any hours etc., lost on this account.

4. CONDITIONS OF WORKING

The work lies in RESTRICTED AREA. The restrictions for entry to work site and conditions of working in restricted area shall be as under:-

4.1 VISIT TO SITE WITHIN THE RESTRICTED AREA

Permission to enter the Restricted Area at the time of submission of tender can be obtained through the Garrison Engineer. Tenderers are advised to send prior intimation of their agents, representatives etc., if any, dates and time of their proposed visit so that necessary arrangements may be made by GE to secure admission. Whether a tenderer visits the site or not he shall be deemed to have full knowledge of the restrictions of entering into exit from site and working within the Restricted Area.

SPECIAL CONDITIONS (CONT'D)**4.2 ENTRY/ EXIT**

- 4.2.1 The contractor, his agent(s)/ representatives, workmen etc. and his materials, carts, trucks or other means of transports etc. will be allowed to enter through and leave only from such gate and at such times as the GE or authorities in charge of the restricted areas may at their sole discretion permit to be used. The contractors' authorised representative is required to be present at the place of entry and exit for the purpose of identifying his carts, trucks etc. to the person in charge of the security of Restricted Area.

4.3 IDENTITY CARDS OR PASSES

- 4.3.1 The contractor, his agents and representatives are required individually to be in possession of any identity card or pass duly verified by the Garrison Engineer. The Identity Card or pass will be examined by the security staff at the time of entry into, exit from the Restricted Area and also at any time or number of times inside the Restricted Area.

4.4 IDENTITY OF WORKMEN

- 4.4.1 Every workmen shall be in possession of an Identity Card. The Identity Card will be issued after thorough investigation of the antecedents of the labourers by the contractors and attested by the Officer Incharge of the Unit concerned in accordance with the standing rules and regulations of the Units.
- 4.4.2 Contractor shall be responsible for the conduct and action of his workmen, agents or representatives.

4.5 SEARCH

- 4.5.1 Thorough search of all persons and transport shall be carried out at each gate and for as many times as gate is used for entry or exit and may also be carried out at any time or any number of times at the work site within the Restricted Area.

4.6 FEMALE SEARCHER

- 4.6.1 If the contractor desires to employ female labour on works to be carried out inside the area of a Factory, Depot, Park etc. and a female searcher is not borne on the authorised strength of the Factory, Depot, Park etc. at the time of submission of the tender, he shall be deemed to have allowed in his tender for pay and allowance etc. for a Female Searcher (Class IV servant/ Gp 'D' servant) calculated for the period, female labour is employed by him inside the area if more than one contractor has/ have to employ female searcher in addition to the authorised strength of Factory, Depot, Park etc. the salary and allowances paid to the additional female searcher(s) shall be distributed on an equitable basis between the contractors employing female labour taking into consideration the value and period of completion of their contract. The GE's decision in regard to the amount recoverable on this account from contractor shall be final and binding.

4.7 WORKING HOURS

- 4.7.1 The units controlling Restricted Area, usually, work during six days in the week and remain closed on the 7th day. The working hours available to contractor's labour and staff, however, accordingly get reduced because of the time taken in security checking observed at the entry, exit and during working hours.
- 4.7.2 The exact working hours, days and non-working days observed or the Restricted Area, where works are to be carried out shall be deemed to have been ascertained by the contractor before submitting his tender. The tenderer's attention is invited to the fact that total number of working hours for a Unit area prescribed in regulations and they cannot be increased by the Garrison Engineer.
- 4.7.3 Contractor's materials, transport etc. shall normally be permitted to come in/go out of the area between 9.00 AM to 5.00 PM.

SPECIAL CONDITIONS (CONT'D)

- 4.7.4 Contractor may also be allowed to carry out the work beyond 5.00 PM and upto 6.00 AM (day and night) with prior approval of GE. No movements of materials and transport to/out of site of work shall be permitted during night unless special permission is obtained from the factory/Unit authorities.

4.8 WORK ON HOLIDAYS

- 4.8.1 The contractor shall not carry out any work on gazetted holidays, weekly holidays and other non-working days except when he is specially authorised in writing to do so by the GE. The GE may at his sole discretion declare any day as holiday or non-working day without assigning any reason for such declaration.

4.9 ACCESS TO RESTRICTED AREA AFTER COMPLETION OF WORKS

- 4.9.1 After the works are completed and surplus stores etc. removed, the contractor, his agents, representatives or workmen etc. may not be allowed to have access to the Restricted Area except for attending any rectification of defects pointed out to him by the GE.

4.10 FIRE PRECAUTIONS

- 4.10.1 The contractor, his agents, representatives, workmen etc. shall strictly observe the orders pertaining to fire precautions prevailing within the Restricted Area.
- 4.10.2 Motor transport vehicles, if any, allowed by authorities to enter the Restricted Area, and must be fitted with serviceable fire extinguishers.

5. MINIMUM WAGES PAYABLE

- 5.1 Refer condition 58 of IAFW-2249. The Schedule of Minimum fair wages as published vide Govt of India Notification upto the date of receipt of tender documents forms part of the tender documents and given at pages of the tender documents. The contractor shall not pay wages lower than minimum wages for labour as fixed by the Govt of India/ State Govt/Union Territory under Minimum Wages Act or Contract Labour (Abolition and Regulation Act), whichever is higher.
- 5.2 The fair wages referred to in condition 58 of IAFW-2249 will be deemed to be the same as the minimum wages payable as referred to above.
- 5.3 The contractor shall have no claim whatsoever, if on account of local factors and or regulations, he is required to pay the wages in excess of minimum wages as described above during the execution of work.

6. QUARRIES

Reference Condition 14 of General Conditions of Contracts (IAFW-2249) No quarries on defence land are available.

7. LAND FOR TEMPORARY WORKSHOP, STORES ETC.

Delete the following from lines 5 to 9 of sub Para 1 of condition 24 of IAFW-2249 reading "In the event of area of land _____ and allotted to him" and insert as under:-

"The contractor shall be allotted free of charge, the areas marked on the layout plan for the purpose of erection of temporary workshop, stores etc. No Ministry of Defence land is available for accommodation of labour and canteen in Restricted Area.

8. WATER

- 8.1 Refer condition 31 of General Conditions of Contracts IAFW-2249 (1.13 of MES Schedule Part-I.
- 8.2 Water will not be supplied by the MES. The contractor shall make his own arrangements for the requisite quantity of water.

SPECIAL CONDITIONS (CONT'D)**9. CO-OPERATION WITH OTHER AGENCIES**

The contractor shall permit free access and generally afford reasonable facilities to other agencies or departmental workmen engaged by the Govt to carry out their part of the work, if any, under separate arrangements.

10. ELECTRIC SUPPLY

- 10.1 Electric Supply required for the work upto a maximum of 10 KW three phase 440 Volts shall be made available by the MES. Exact location of the electric points will be shown by the GE. KWH meters to register the electric energy supplied and main switch shall be provided and installed by the MES. Contractor shall provide all necessary cables, fittings etc. from the tapping point in order to ensure a proper and suitable supply of electricity for execution of work.
- 10.2 In case contractor desires to buy electricity from MES, he shall be charged for the electric energy consumed at **Rs. 14.30** per Kilowatt-hour for lighting and power.
- 10.3 MES do not guarantee continuity of supply and no compensation whatsoever shall be allowed for supply becoming intermittent or for breakdown in the system.
- 10.4 GE or his representative shall be free to inspect all the power consuming devices or any electric lines provided by the contractor. Any devices or electric lines provided by the contractor, which is not to the satisfaction of the GE shall be disconnected from the supply, if so directed by him.

11. NET WORK ANALYSIS

- 11.1 The time and progress chart to be prepared as per condition 11 of General Conditions of Contracts (IAFW-2249) shall consist of detailed net work analysis and a time Schedule. The critical path net work will be drawn jointly by the GE and the contractor soon after acceptance of tender. The time Scheduling of the activities will be done by the contractor so as to finish the work within the stipulated time. On completion of the time Schedule a firm calendar date Schedule will be prepared and submitted by the contractor to the GE who will approve it after due scrutiny. The Schedule will be submitted in four copies within two weeks from the date of handing over the site.
- 11.2 During the currency of the work, the contractor is expected to adhere to the time Schedule and this adherence will be a part of his/their performance under the contract. During the execution of the work, the contractor is expected to participate in the reviews and updating of the net work undertaken by the GE. These reviews may be undertaken at the discretion of the GE, either as a periodical appraisal measure or when the quantum of work ordered on the contractor is substantially changed through deviation orders or amendments. Any revision of the time Schedule as a result of the review will be submitted by the contractor to the GE within a week for his approval after due scrutiny.
- 11.3 The contractor shall adhere to the revised time Schedule thereafter. In case of contractor disagreeing with revised Schedule, the same will be referred to the Accepting Officer, whose decision shall be final and binding. GE's approval to the revised Schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to a grant of extension of time. Extension of time shall be considered and decided by the appropriate authority mentioned in condition 11 of IAFW-2249 and separately regulated.
- 11.4 Contractor shall mobilise and employ sufficient resources to achieve the detailed Schedule within the broad frame work of the accepted method of working and safety. No additional payment will be made to contractor for any multiple shift work or other intensive methods contemplated by him in his Schedule, even though the time Schedule is approved by the department.

12. SAMPLE OF MATERIALS AND INDIAN STANDARDS

- 12.1 Refer condition 10 of IAFW-2249 and Clause 1.6 & 1.7 of MES Schedule.
- 12.2 Contractor shall provide items/articles from the sources/firms mentioned in particular specification i.e. Appendix 'A' & 'B' where a firm listed in particular

SPECIAL CONDITIONS (CONT'D)

specification is manufacturing both ISI/Non ISI marked material, only ISI marked items/articles shall be provided.

- 12.3 The tenderer is advised to inspect other materials, which are displayed in the office of GE, before submitting his tender. The tenderer shall be deemed to have inspected the samples and satisfied himself as to the nature and quantity of materials, he is required to incorporate in the work irrespective of whether he has actually inspected them or not. The materials to be incorporated in the work by the contractor shall conform to or shall be superior in quality to the sample displayed and shall comply the specifications given hereinafter.
- 12.4 The contractor shall not procure materials unless the samples are first got approved by the Garrison Engineer.
- 12.5 Where IS number is mentioned in the tender documents the year of IS shall be the latest upto and including the date of receipt of tender.

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17. **PERIOD FOR KEEPING THE TENDER OPEN**

- 17.1 The tender shall remain open for acceptance for period of 90 (ninety) days from the next date subsequent to bid submission end date.

18. **SECURITY OF CLASSIFIED DOCUMENTS**

- 18.1 Contractor's special attention is drawn to condition 2-A and 3 of IAFW-2249 (General Conditions of Contracts). The contractor shall not communicate any classified information regarding the work either to subcontractors or others without prior approval of the Engineer-in-Charge. The contractor shall also not make copies of the design/drawings and other documents furnished to him in respect of the work and shall return all documents on completion of the works or earlier on determination of the contract. The contractor shall alongwith the final bill, attach a receipt of his having returned the classified documents as per condition 3 of IAFW-2249 (General Conditions of Contracts).

19. **OFFICIAL SECRETS ACT**

The contractor shall be bound by the official secret Act 1923.

20. **RECORD OF MATERIALS**

- 20.1 The quantity of materials such as paints, water proofing compound, chemicals for antitermite treatment and the like as directed by the Engineer-in-Charge (the quantity of which cannot be checked after incorporation in the works), shall be recorded in measurement books and signed by the contractor and the Engineer-in-Charge as a check to ensure that the required quantity has been brought to site for incorporation in the work.
- 20.2 Materials brought to site shall be stored as directed by the Engineer-in-Charge and those already recorded in measurement book shall be suitably marked for identification.
- 20.3 The contractor shall on demand, produce to the GE, original receipted Vouchers/invoices in respect of the supplies. The Vouchers/invoices shall be defaced and stamped by Engineer-in-Charge indicating contract number, name of work, under his dated signature. The contractor shall ensure that the materials are brought to site in original sealed containers/packing, bearing manufacturer's marking except in the case of the requirement of material(s) being less than the smallest packing.
- 20.4 In addition to documents as mentioned elsewhere the contractor shall produce /invoice form the manufacturer (and/or their authorised agents where allowed by GE) for the full quantity of the following materials, as applicable as a prerequisite before submitting claims for payment for advances on account of the work done

SPECIAL CONDITIONS (CONT'D)

and/or materials collected in accordance with condition 64 of General conditions of contracts IAFW-2249.

- (a) Electric Meters
- (b) Data Concentrator unit/Repeater
- (c) Desktop Computer
- (d) Switch, sockets, wiring etc.
- (e) And any other materials as directed by GE.

21. ACCEPTANCE QUALITY OF WORK AND FINISHES

- 21.1 To determine the acceptance standard of materials and workmanship/final finishes and layout fittings etc. the contractor shall execute stages of work viz excavation, foundation concrete walling upto plinth/lintel/roof levels, roofing, flooring, joinery built-in items finishes and the like and services i.e. Internal Electrification, Water supply, plumbing sanitary fitting of work under the close Supervision of Engineer-in-Charge and shall get it approved by the GE. The workmanship of various trades and finishes as such shall serve as guiding samples for the remaining work.

22. LOSS OR DAMAGE ON ACCOUNT OF ENEMY ACTION**22.1. CONTRACTOR'S PLANT/ EQUIPMENT AT SITE**

- 22.1.1 The contractor shall furnish to the Engineer-in-Charge every morning a distribution return of his plant/ equipment on the site of work, stating the following particulars:-

22.1.1.1 Particulars of plant/ equipment, its make, manufacture No, model No if any, registration No, if any, capacity, year of manufacture, year of purchase etc.

22.1.1.2 Total No (Quantity) on site of work.

22.1.1.3 Location, indicating No (quantity) at each location of site of work.

22.1.1.4 Purchase value on the date of purchase. For the purpose of this condition, plant/equipment shall included vehicles i.e. trucks and lorries but neither the workmen's tools nor any manually operated tools/equipments.

22.1.2. The Engineer-in-Charge shall record the particulars, supplied by the contractor in the work diary and send the return to the GE for record in his office.

22.2. REIMBURSEMENT IN CASE OF ENEMY ACTION

If as a result of enemy action, the contractor suffers any loss or damage, the Government shall reimburse to the contractor such loss or damage to the extent and in the manner hereinafter provided.

22.2.1 The loss suffered by him on account of any damage or destruction of his plant/equipment (as defined in special condition 19.1 here in before) or materials or any part of parts thereof. (The amount of loss assessed by the Accepting Officer of the contract or the CWE in case of contracts by GE, on this account shall be final and binding).

22.2.2 The compensation paid by him under any law for the time being in force, to any workmen employed by him for any injury caused to him or to the workmen's legal successors for loss of the workman's life.

22.2.3 Payment of compensation for loss or damage to any work or part of work carried out (the amount of compensation shall be determined in accordance with condition 50 of General Condition of Contracts (IAFW-2249). No reimbursement shall be made nor shall any compensation be payable under the above provision unless the contractor had taken Air Defence precautions ordered in writing by the GE/OC concerned or in the absence of such orders, reasonable precautions. No reimbursement shall be payable nor any compensation be payable for any plant/equipment or materials not lying on site of work at the time of payable of enemy action.

SPECIAL CONDITIONS (CONT'D)**23. RELEASE OF ADDITIONAL SECURITY DEPOSIT**

- 23.1 Refer conditions 22 and 68 of IAFW-2249.
- 23.2 The contractor in case he has to deposit additional security for the contract, is advised to deposit the additional security in two equal parts so as to facilitate its release in accordance with condition 68 of IAFW-2249.

24. CLEANING DOWN

- 24.1 Refer Condition 49 of IAFW-2249.
- 24.2 The contractor shall be responsible for cleaning all floors, walls, remove cement/lime/paint marks/drops, etc. clean the joinery glass panes etc. touch up all painters work and carryout all other necessary items of work in connection there with and leave the whole premises clean and tidy before handing over the building.

25. REIMBURSEMENT/ REFUND VARIATION IN TAXES DIRECTLY RELATED TO CONTRACT VALUE (OCTROI, GST AND OTHER DUTIES)

- 25.1 (a) The rates quoted by the Contractor shall be deemed to be inclusive of all taxes (including GST on materials, GST on Works Contracts, Labour welfare cess/ tax etc.), duties, Royalties, Octroi and other levies payable under the respective statutes. No reimbursement/ refund for variation in rates of taxes, duties, royalties, octroi and other levies, and/ or imposition/ abolition of any new/ existing taxes, duties, royalties, octroi and other levies shall be made except as provided in sub Para (b)(i) herein below.

(b)(i) The taxes which are levied by Govt at certain percentage rates of Contract Sum/Amount shall be termed as "taxes directly related to Contract value" such as GST on materials, GST on Works Contracts, Labour welfare cess/tax and the like but excluding Income Tax. The tendered rates shall be deemed to be inclusive of all "taxes directly related to Contract value" with existing percentage rates as prevailing on the bid submission end date. Any increase in percentage rates of "taxes directly related to Contract value" with reference to prevailing rates on the bid submission end date shall be reimbursed to the Contractor and any decrease in percentage rates of "taxes directly related to Contract value" with reference to prevailing rates on the bid submission end date shall be refunded by the Contractor to the Govt./ deducted by the Govt. from any payments due to the Contractor. Similarly imposition of any new "taxes directly related to contract value" after the bid submission end date shall be reimbursed to the Contractor and abolition of any "taxes directly related to Contract value" after the prevailing on the bid submission end date shall be refunded by the Contractor to the Govt./ deducted by the Govt. from the payments due to the Contractor.

(b)(ii) The contractor shall, within a reasonable time of his becoming aware of variation in percentage rates and/or imposition of any further "taxes directly related to Contract value" give written notice thereof to the GE stating that the same is given pursuant to this Special Condition, together with all information relating thereto which he may be in a position to supply. The Contractors shall submit the other documentary proof/ information as the GE may require.

(b)(iii) The Contractor shall, for the purpose of this condition keep such books of account and other documents as are necessary and shall allow inspection of the same by a duly authorized representative of Govt, and shall further, at the request of the GE furnish, verified in such a manner as the GE may require, any documents so kept and such other information as the GE may require.

(b)(iv) Reimbursement for increase in percentage rates / imposition of "taxes directly related to Contract value" shall be made only if the Contractor necessarily and properly pays additional "taxes directly related to Contract value" to the Govt. without getting the same adjusted against any other tax liability or without getting the same refunded from the concerned Govt. Authority and submits documentary proof for the same as the GE may require."

SPECIAL CONDITIONS (CONT'D)

25.2 Any other condition stipulated by the tenderer regarding GST or sales tax on works contracts will not be considered and such tender shall be liable for rejection.

26. QUALIFIED TRADESMEN (APPLICABLE FOR WORKS COSTING RUPEES ONE CRORE OR MORE)

26.1 In compliance with condition 26 of IAFW-2249 (General Conditions of Contracts), the contractor shall employ skilled / semi skilled tradesmen who are qualified and possessing certificate in particular trade from Industrial Training Institute (ITI)/ National Institute of Construction Management and Research (NICMAR)/ National Academy of Construction (NAC) Hyderabad/ similar reputed and recognized Institutes by State/ Central Govt., to execute the works of their respective trades. The number of such qualified tradesmen shall not be less than 25% of total skilled/ semi skilled tradesmen required in each trade. The contractor shall submit the list of such tradesmen along with requisite certificates to Garrison Engineer for verification and approval. Notwithstanding the approval of such tradesmen by GE, if tradesmen are found to have inadequate skill to execute the work of their trades, leading to un-satisfactory workmanship the contractor shall remove such tradesmen within a week after written notice to this effect by the GE and shall engage other qualified tradesmen after prior approval of GE. GE's decision whether a particular tradesmen possesses requisite qualification, skill and expertise commensurate with nature of work shall be final and binding. No compensation what so ever on this account shall be admissible.

27. CONCILIATION

27.1. SCOPE OF CONCILIATION

27.1.1 The scope of conciliation shall be restricted to the following types of disputes with financial limits as indicated therein:-

- (a) Disputes relating to levy of compensation for delay in completion - actual amount of compensation.
- (b) Disputes relating to technical examination of works.
- (c) Disputes relating to interpretation of the provisions of the contract with reference to their application to parties
- (d) Disputes relating to non return of Schedule 'B' stores over issued to the contractor.
- (e) Any other dispute having fair chances of being resolved by conciliation and considered fit to be referred to conciliation by the parties.
- (f) For (b), (c), (d) and (e) above, the financial limit shall be Rupees two Lakhs or one percent of the contract amount whichever is less.

27.2 COMMENCEMENT OF CONCILIATION PROCEEDINGS

27.2.1 The party initiating conciliation shall send to the other party a written invitation to conciliate, briefly identifying the subject of dispute.

27.2.2 Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate.

27.2.3 If other party rejects the invitation, there will be no conciliation proceedings. If other party initiating conciliation does not receive a reply within thirty days from the date on which he sends or within such other periods of time as specified in invitation, he may elect to treat this as a rejection of invitation to conciliate and if he so elects, he shall inform in writing the other party accordingly.

27.3 NUMBER OF CONCILIATORS

There shall be a sole conciliator

SPECIAL CONDITIONS (CONT'D)**27.4 APPOINTMENT OF CONCILIATOR**

All disputes brought out in hereinbefore above shall be referred to the sole conciliator viz Serving Officer not below the rank of Superintending Engineer / Superintending Engineer (Q/S & C) having degree in Engineering or equivalent or having passed final / direct final examination of sub division II of Institution of Surveyors (India) New Delhi, to be appointed by the Engineer-in-Chief, Army headquarters, New Delhi or in his absence the officer officiating as Engineer-in-Chief or Director General of Works if specifically delegated by the Engineer-in-Chief in writing.

27.5 STATUS OF EFFECT OF SETTLEMENT AGREEMENT

The settlement Agreement signed by the parties as a result of conciliation proceedings shall have same status and effect as it is in an arbitral award on agreed terms.

28. --BLANK--**29. RETENTION MONEY/COMPENSATION FOR DELAY**

29.1 Refer condition 64 and 50 of IAFW-2249.

29.2 For the purpose of calculating retention money under condition 64 of IAFW-2249, and compensation for delay under condition 50 of IAFW-2249, the value of contract as revised by price variation in terms of condition 26 and 27 herein before under modified condition 63 of IAFW-2249 shall be taken in to account.

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The contractor shall have no claim what so ever if, for any reason other than those mentioned in condition 63 of IAFW-2249 and condition 5 herein before, he is required to pay wages in excess of minimum wages as laid down by Govt of India (shown in the Schedule of minimum rate of wages or the minimum wages as fixed by the State Govt whichever is higher.

33. SCHEDULE OF FINISHES

In the event of a discrepancy between Schedule of finishes and other drawings forming part of the tender, the provisions in the Schedule of finishes shall take precedence over the provisions in the other drawings.

34. DAMAGE TO EXISTING STRUCTURE

During execution of work, if any damage to existing structure, roads, drain sewage lines etc. takes place then it shall be made good by the contractor at his own cost without any claim. Rectifications, replacement, making good and touching up etc shall be carried out conforming to the materials & workman ship originally provided to the satisfaction of Engineer-in-Charge. In case of dispute on this account, the decision of the GE shall be final & binding.

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SPECIAL CONDITIONS (CONT'D)**37. PERFORMANCE EVALUATION**

37.1 Performance evaluation of the works shall now be carried out at specified, distinct and laid down stages of the work. The Contractor shall give on-site presentation in these evaluations to the Accepting Officer himself, in presence of CWE, GE, AGE, Staff Officers of CE's Office (E8, E2 (Design), E6, E3 (plg) and E4). These shall also be attended by representatives of CFA, PMG, user, audit and references quoted in the minutes of meeting (MoM), which shall be issued by the CE. A copy of MoM duly signed by CE shall be kept on record as also endorsed to the PMG and formation HQ concerned. These minutes shall be scrutinized by the Vigilance Check Officers and other senior visiting officers. As mentioned, all evaluations will be carried out on site itself and not in HQs/Offices.

(a) First Evaluation.

(i) First evaluation shall be carried out at the end of mobilization but not later than two months from date of commencement of work indicated in the Work Order Number 1. The Contractor and GE shall finalize the Works Programme (CPM or PERT or any other method) which shall be discussed threadbare, during the meeting. The following shall be ensured and bottlenecks removed:-

(aa) Clear approach to the site.

(ab) Availability of clear site.

(ac) Site preparation for dumping of building material such as hard standing/bins.

(ad) Cordon-off of the work site with due regard to security, environment, dust pollution etc.

(ae) Hindrances such as trees and building to be demolished, if any.

(af) Contrasting/conflicting provisions of CA and drawings if any to be highlighted by the Contractor.

(ag) Site documents to be maintained including Hindrance Register.

(ah) Site Office, Labour Camp, adherence to the Labour laws including safety measures.

(ai) Verification of soil data, earthwork levels, design mix and confirmation of design parameters.

(aj) Setting up of Test Lab at site.

(ak) Detail of engineers employed. They will be present on site and their employment / contract papers with the contractor, will be verified.

(ii) The minute of the evaluation shall be recorded and signed by the Accepting Officer, CWE and GE as well as the Contractor attending the meeting. This shall become the action plan agreed to by all parties will be contractually binding. A check list for the First Evaluation is at Appendix 'A' to performance evaluation..

(b) **Second/Intermediate Evaluation.** Contracts having period of completion more than twelve months shall have these meetings at intervals of every six months from the date of commencement indicated in Work Order Number 1. These shall be held at the work site on a date fixed will in advance to ensure presence of all concerned. This meeting shall be attended by the Accepting Officer, CWE, GE, AGE, Staff Officers of CE's Office (E8, E2 (Design), E6, E3 (Plg) and E4), Contractor and the PMG. The present progress of work and reasons for any delay shall be analyzed and time-bound

SPECIAL CONDITIONS (CONT'D)

action plan to remove any encumbrances/bottlenecks discussed in detail. In case extension of time is contractually and circumstantially due, it shall be deliberated upon. The following actions under the Contract Conditions shall be taken:-

- (i) Grant extension of time, as is logically and contractually due, within 15 days of the meeting for the reasons of delay seen in these evaluations. The Accepting Officer shall categorically, simultaneously reply the Contractor intimating him reasons of delay and days of extension considered due or not due.
 - (ii) In case extension is not due, contractor shall be informed by the Accepting Officer accordingly, in writing.
 - (iii) The evaluation meeting done at about 50% of completion period or near thereto, shall be decisive or whether contract will be heading towards completion or failure thereof within stipulated date/extended date. In case of likely delays, CFA/local formation commander should be apprised through next higher engineering authority about delay and possible extension/cancellation.
 - (iv) Progress achieved at end of six months to be compared to adjusted CPM/PERT for analysis of trend of working.
 - (v) Decision on suspension of work, if required.
- (c) In addition, the following shall be finalized and confirmed:-
- (i) Deviations and approval in principle for all changes viz changes by users, technical requirement, change in design, add back DOs etc and any other pending decisions shall be dealt with and decided there itself. Nothing will be kept pending beyond maximum one periodic evaluation.
 - (ii) All formal paper work related to contractual decisions pending till date shall be completed one month prior to the evaluation.
 - (iii) The Accepting Officer shall evolve procedures and process to convey decisions invariably before the date of meeting. A checklist for the second/intermediate evaluation is at Appendix 'B' to performance evaluation.
- (d) **Evaluation one month prior to original/extended date of completion.**
Like six monthly meeting mentioned above, this meeting will evaluate progress achieved one month prior to original date of completion vis-à-vis extended date of completion. In case progress is not satisfactory on account of the Contractor's deficiencies, he will be informed of decision of compensation leviable from original or extended date of completion and contract may be considered for cancellation on expiry of extended date of completion by complying to necessary procedures in vogue ie caveat filing, final notice etc. However, if extension is again considered due, the same shall be granted and fresh completion date fixed. User / CFA and next higher engineering authority shall be kept informed of all decisions arrived at. This exercise shall continue till contract is completed or cancelled. A check list for this evaluation is at Appendix 'C' to performance evaluation..
- (e) **Final Evaluation.** Final evaluation shall be held at work site one month after actual date of completion. This meeting shall be attended by the Accepting Officer, CWE, GE, AGE and the Contractor. The progress of pending issues if any shall be analyzed and timelines arrived at in detail for ensuring preparation and submission of Final Bill by the Contractor within three months from the date of completion. A check list for the final evaluation is at Appendix D to performance evaluation.

SPECIAL CONDITIONS (CONT'D)**Appendix 'A' to performance evaluation****FIRST EVALUATION WITHIN TWO MONTHS AFTER THE
COMMENCEMENT OF WORK**

1. Date of Review.
2. **Administrative Approval and Contractor Details.**
 - (a) A/A Reference, Amount, Date of Release and Job PDC (weeks and date).
 - (b) Name of Work.
 - (c) Name of GE.
 - (d) Name of Engineer-in-Charge.
 - (e) CA No and Year.
 - (f) Name of Contractor.
 - (g) Date of Contract Concluded.
 - (h) Date of Commencement.
 - (j) Due Date of Completion.
3. **Handing Over Site of Works.**
 - (a) Have all sites been handed over on due date? If not, state site of which buildings / works are not yet handed over and reasons thereof and the anticipated date by which the site for the balance of the items will be handed over.
 - (b) If revised siting involves change in the block arrangement / grouping of buildings. Has a revised site plan been prepared and sent for approval of the Accepting Officer.
 - (c) Any postponement / refixing of dates in Work Order No 1 required? Any amendment to contract necessary.
4. **Time and Progress Chart and Site Documents.**
 - (a) Ensure that the Engineer-in-Charge and the GE examine and discuss with the contractor CPM /PERT net work produced by the contractor and then ensure that the final Work programme time and progress chart is signed by both the parties.
 - (b) Check that the site documents, viz site order book, works diary, cement and steel register, works passing register, Register for tests reports, Hindrance register and the like have been properly maintained.
 - (c) Check that the level sheet, soil and design data have been worked out and co-related to those given in tender.
5. **Samples.** Confirm that contractor was ordered in writing to produce samples in respect of important materials and that these have been received approved and sealed. Give reference to GE's letter approving samples.
6. **Order Against Provisional Items.**
 - (a) Have orders for provisional schedules / items been placed on the contractor (give work order No and date). If not, why not? Anticipated date when these work orders will be placed should be given.
 - (b) Have Orders for items including PC Sums been placed (give work order No and date) after approval of suppliers by the competent authority.

SPECIAL CONDITIONS (CONT'D)**7. Mobilization of Tools and Plant (T&P).**

- (a) Confirm that all Tools and Plant covered in CA have been mobilized at site.
- (b) Are there any items of T&P covered in CA not brought to site and time schedule for balance T&P.
- (c) Have there been any hold-ups in the work due to less mobilization of T&P, if so give details and state briefly action taken to resolve the holdups and with what result.

8. **Layout of Wiring, Pipe lines and sanitary Fittings etc.** Has the layout of wiring and internal water supply piping been prepared and given to the contractor so that he can carry out the necessary preliminary work as the masonry work progress?

9. Water and Electric Connection

- (a) State dates(s) of water point connections to be given to the contractor (applicable for contracts where Government has taken responsibility).
- (b) State dates of connection for Electrical Energy for light and / or power purposes (applicable for contracts where Government has taken responsibility).

10. **Contractor's Site Arrangements.** Has the Engineer-in-Charge and GE checked the contractor's site office, site lab, labour colony, workshop, barricading, store platform and store yard etc and suggested improvements where necessary?

11. Are any variations in foundation and plinth necessitated on account of site conditions / site investigations carried out again?

12. Has the Engineer-in-Charge made a correct CPM / PERT chart showing how the work is going to be progressed during the next two months and has he examined it with reference to the contract drawings and specifications? If he anticipates any bottlenecks, have these been brought to the notice of the GE? If so, with what result?

13. Special Items (Applicable to Contracts for Road Work / Runway / Taxi-tracks).

Confirm that at the beginning of the job, experiment was made to ascertain the quantity of cement / bitumen required for the work in accordance with the contract specifications and that the results are corroborating with Job mix design given by contractor.

14. Quality Checks and Compliance of Contract Conditions.

- (a) Are there any remarks of non-compliance in Site Order Book?
- (b) Check if Site Lab established or not. Are the tests on cement, steel and concrete been carried out and record maintained?
- (c) Check if any work / material or part is rejected and whether contractor has complied with rectifications or not.
- (d) Check if necessary deduction / penalty have been recovered from contractor's due?

Points for Check by E8 in CE's Office.

15. Have special points noted while drafting the contract been brought to the notice of GE/CWE?

16. Was GE / CWE informed about any high or low rates in the contract to enable

SPECIAL CONDITIONS (CONT'D)**Appendix 'B' to performance evaluation****SECOND EVALUATION**

1. Date of Review.
2. **Administrative Approval and Contractor Details.**
 - (a) A/A Reference, Amount, Date of Release and Job PDC (weeks and date).
 - (b) Name of Work.
 - (c) Name of GE.
 - (d) Name of Engineer-in-Charge.
 - (e) CA No and Year.
 - (f) Name of Contractor.
 - (g) Date of Contract Concluded.
 - (h) Date of Commencement.
 - (j) Due Date of Completion.
3. **Deviation Order.** State number of Deviation Orders by Accepting Officer, CWE and GE:-
 - (a) Approved in principle.
 - (b) Initiated and ordered on the contractor.
 - (c) Issued in the proper form.
 - (d) Yet to be issued in the proper form, and anticipated dates / time-frame.
 - (e) Received by UA after audit by CDA.
4. Does additional work ordered as deviation requires increase in completion period and if so how much.
5. All MBs are recorded and signed for work done up-to-date of review.
6. **Special Rates.**
 - (a) Number of Dos involving preparation of special rates and number of special rates involved.
 - (b) Number of special rates framed and accepted by the contractor.
 - (c) Number of special rates to be prepared.
 - (d) Anticipated date by which special rates will be framed and settled with the contractor in respect of Para 6(c) above.
 - (e) Confirm that vouchers produced by the contractor in support of special rates, PC Sums, etc have been verified by GE/ E8 officer and certified copies of it kept on record for reference at later date.

SPECIAL CONDITIONS (CONT'D)**7. Mobilization of Tools and Plant (T&P).**

- (a) Confirm that all tools and plant covered in CA brought to site.
- (b) Are there any items of T&P not brought at site?
- (c) Have there been any holdups in the work due to less mobilization of T&P or breakdown of T&P and if so, give details and state briefly action taken to resolve the holdups.

8. Issues of Electric Power Connection

- (a) Confirm that if such an issue is covered by the conditions of contract then proper record has been maintained of the energy consumed and recoveries effected from the contractor.
- (b) If such an issue is not provided for in the contract has any action been taken to give connection to the contractor and if so:-
 - (i) What is the rate charged?
 - (ii) How is the transaction regularized?

9. Progress of Work and Notices by GE.

- (a) Is the contract running according to the time schedule?
- (b) If not, state the approximate period of delay that has occurred. What are the causes of delay? Give references to notices by GE for slow progress.
- (c) What action has been taken to eliminate delays and has CPM Chart been revised?

10. Measurement of Work and Settlement of Special Rates.

- (a) What is the percentage of work against provisional items completed by the contractor?
- (b) If all provisional work already completed has not been measured and recorded-state reasons for delay.
- (c) State anticipated date by which measurements will be completed.
- (d) Has contractor accepted all the measurements or have any disputes arisen and if so, how it is proposed to resolve them? Have all special rates been settled? If not state those pending.
- (e) Has GE checked 5% measurement?

11. Claims by Contractor / Claims of Government.

- (a) Has the contractor raised any points which may be in the nature of claims and which have to be referred to Accepting Officer?
- (b) If so, has action initiated to refer these points to the Accepting Officer with comments? Give reference.
- (c) Has Department / Government (including ADGTE Branch) raised any claim and, if so, give brief particulars / references? State what follow up action arising out of field / laboratory tests has been taken or contemplated.

SPECIAL CONDITIONS (CONT'D)**12. Work Site Order Book, Work Site Dairy and Works Passing Register.**

(a) Have orders by the Engineer-in-Charge / GE etc in the Work Site Order Book been checked to ensure that they refer merely to day-today transactions pertaining to acceptance / rejection of works and that there are no orders in the nature of a deviation order. If later noted, has action been initiated to obtain sanction of appropriate authority and issue of proper deviation order on the form prescribed?

(b) Confirm that Works Passing Register and Works Diary have been correctly maintained and are up-to-date and important stages for passing work have been approved by the GE.

13. Is Hindrance Register maintained at site duly updated?

14. Quality Checks and Compliance of Contract Conditions.

(a) Are there any remarks of non-compliance in Site Order Book?

(b) Check if Site Lab established or not. Are the tests on cement, steel and concrete been carried out and record maintained?

(c) Check if any work / material or part is rejected and whether contractor has complied with rectifications or not.

(d) Check if necessary deduction / penalty have been recovered from contractors due?

(e) Check if remarks of Inspecting Officer/Tech Examiner complied or not.

15. Payments.

(a) Confirm that monthly statements of account have been sent to the contractor and acknowledged by him.

(b) Are there any items of debits in RARs to which the contractor has objected to and, if so, what action was taken to resolve the dispute?

(c) Are monthly payments on account (RARs) paid to the contractor promptly? State average number of days taken to pay RAR after its receipt from the contractor (including check by E8 Officer).

(d) Confirm that AAO's /E8 officer's (in CWE Office) observations on RARs / rate have been cleared. If not state probable date of clearance.

Points for Check in GE/CWE/CE office.

16. In case Job PDC enhancement is necessary, has case for same through proper channel initiated by concerned section? If not then what is likely date.

17. Any extension of time necessary for reasons in hindrance register? If yes, has case sent to accepting officer to grant extension?

18. Accepting Officer to ensure reply to contractor requesting extension of time is replied with reasons.

SPECIAL CONDITIONS (CONT'D)**Appendix 'C' to performance evaluation****EVALUATION ONE MONTH PRIOR TO/ORIGINAL DATE OF
COMPLETION/EXTENDED DATE OF COMPLETION**

1. Date of Review.
2. **Administrative Approval and Contractor Details.**
 - (a) A/A Reference, Amount, Date of Release and Job PDC (weeks and date).
 - (b) Name of Work.
 - (c) Name of GE.
 - (d) Name of Engineer-in-Charge.
 - (e) CA No and Year.
 - (f) Name of Contractor.
 - (g) Date of Contract Concluded.
 - (h) Date of Commencement.
 - (J) Due Date of Completion.

NOTE. Ser Nos 1 to 12 under **Appendix B** to be repeated and replied again.

Additional Questions to be Answered

1. **Amendments to Contract.** Have all amendments been issued that may have been necessitated on account of:-
 - (a) Changes in sitting.
 - (b) Issue of additional alternative Government stores.
 - (c) Issue of electric power connection.
2. **Claims of Contractor.** Confirm that all claims raised by the contractor have been stored out and matter requiring decisions by Accepting Officer have been referred to him (give reference). If not state briefly action raised by the contractor. Indicate clearly with whom the said action rests.
3. **Rectification of Defects.** Check and confirm that the contractor has rectified defects previously pointed out. State what action was taken in respect of items not rectified.

Additional items to be checked in GE / CWE / CE Office

4. Have important deviation orders which are likely to effect future contracts been entered in the register kept for this purpose?
5. Have progress reports received from E2 Section been scrutinized to check with the progress originally mentioned in T&P charts at the time of examining requests for extension and remedial measures suggested?
6. If this is an important project requiring special history and systematic recoding physical progress to be complied (as per E-in-C's Instructions), has GE / CWE been

SPECIAL CONDITIONS (CONT'D)

informed accordingly and has GE initiated action in this respect already, if not, remind him about this.

7. Has Job PDC extension case initiated through E2 Channel? Give status for same.

8. **Quality Checks and Compliance of Contract Conditions.**

- (a) Are there any remarks of non-compliance in Site Order Book?
- (b) Check if Site Lab established or not. Are the tests on cement, steel and concrete been carried out and record maintained?
- (c) Check if any work / material or part is rejected and whether contractor has complied with rectifications or not.
- (d) Check if necessary deduction / penalty have been recovered from contractors due?
- (e) Check if remarks of Inspecting Officer / Technical Examiner complied or not.
- (f) Check if necessary check for plumbing / sewage line / electrical earthing done or not.
- (g) Any remarks on leakage / seepage / plumbing / sewage line complied or not.

SPECIAL CONDITIONS (CONT'D)**Appendix 'D' to performance evaluation****FINAL EVALUATION**

1. Date of Review.
2. Repeat replies to questions vide **Appendix B** and **Appendix C**.
3. **Additional Question.** Has proper completion certificate been issued to the contractor in writing mentioning the minor defects if any to be rectified by him (give reference and date) by a specific date.
4. **Measurements.**
 - (a) Confirm that measurements in respect of all provisional items have been completed. If not what is the percentage yet remaining to be measured and state anticipated date by which they will be completed.
 - (b) Confirm that GE has completed his percentage check of measurements, if not, why?
 - (c) State date by which priced abstracts will be completed and sent to the contractor to enable him to submit his final bill.
5. **Statement of Accounts.** Confirm that statement of accounts has been completed and a copy thereof sent to the contractor to enable him to submit his final bill. If not possible date by which it will be sent.
6. **Special Rates.**
 - (a) Confirm that all special rates have since been framed.
 - (b) If not, state reasons for hold-up and date by which expected to be prepared and accepted by the contractor.
7. **Claims by the Contractor.**
 - (a) Confirm that decisions of appropriate authority with regard to the contractor's claims have been received and conveyed to the contractor.
 - (b) If not, have the authorities concerned been reminded (give references).
8. **Deviation Orders.** Have important deviation orders mainly pertaining to changes in design been brought to the notice of higher authorities so that designs/drawings could be amended for future contracts?
9. Confirm that notices claiming compensation for delay were served on the contractor immediately after due date of completion of the work delayed.
10. **Statistics / Technical Data.**
 - (a) Have all site records / registers been handed over to the GE?
 - (b) Have statistics with regard to useful technical data been compiled such as output of T&P deployed.
 - (c) Was Performance Report on the contractor sent by GE to CWE?

SPECIAL CONDITIONS (CONT'D)

11. **Anticipated / Planned Dates.** Anticipated / planned dates following to be stated:-

- (a) Receipt of final bill from the contractor.
- (b) Date of final bill expected to be sent by the Engineer-in-Charge to the E8 of the GE.
- (c) Date by which GE expected to forward bill to E8 of CE for Technical Check.
- (d) Date by which bill will be sent by the GE to the AAO.

12. Where contract provides that contractor is to supply diagrams / plans showing water supply lines and internal electrification as completed, has the contractor been reminded to supply them?

13. Has the contractor completed numbering of buildings?

14. Has action been initiated with regard to the completion of record drawings and has the CE/CWE been intimated about changes in their drawings?

15. In case of projects for technical buildings / important structures, has action been taken to compile the record History and Physical Progress in the form recommended by the E-in-C.

16. **Quality Checks / Site Clearance.**

- (a) BLANK
- (b) BLANK
- (c) Site clearance done or not.

SIGNATURE OF CONTRACTOR

AAD (CONTRACTS)
FOR ACCEPTING OFFICER