

**GENERAL CONDITIONS OF CONTRACTS  
FOR  
LUMP SUM CONTRACTS (I.A.F.W.-2159)  
TERM CONTRACTS FOR ARTIFICERS' WORK (I.A.F.W.-1821)  
AND  
MEASUREMENT CONTRACTS (I.A.Fs.W-1779 & 1779-A)  
ORDER OF CONDITIONS**

Condition No.	Description	Condition No.	Description
	<b>Chapter I</b>		<b>Chapter III</b>
1	Definitions		Performance of the Contract
	<b>Chapter II</b>	22.	Security Deposit
	Scope of the Contract	23.	Orders under the Contract
2.	Headings to the Conditions	24.	Admission to Site
2A	Secrecy	25.	Contractor's Supervision
3	Contract Documents	26.	Labour
4	Works to be carried out (Applicable generally to Measurement and Lump Sum Contracts).	27.	Training of Apprentices
4A	Ditto. (Applicable only to Term Contracts).	27A	Maternity Benefit Rules for Female Workers Employed by Contractor.
5	Prime Cost Sums	28.	Anti-Malarial Precautions
6	Provisional Items	29.	Blank
6A	Discrepancies and Adjustment of Errors (Applicable generally to Measurement and Lump Sum Contracts).	30.	Nuisance
7.	Deviations (Applicable specifically to Measurement and Lump Sum Contracts and generally to Term Contracts).	31	Water
8.	Emergency Works	32.	Temporary Workshops, Stores, etc.
9.	Suspension of Work	33.	Blank
10.	Materials	34.	Tools and Plants on Site
11.	Time, Delay and Extension	35.	Statement of Hire Charges
12.	Blank	36.	Precautions against Risks
13.	Blank	37.	Notices and Fees
14.	Royalties	38.	Setting out the Works
15.	Plant and Equipment	39.	Site Drainage
16.	Transport (Applicable only to Measurement and Lump Sum Contracts)	40.	Excavation
16A	Ditto. (Applicable only to Term Contracts).	41.	Foundations
17	Assignment or Transfer of Contract	42.	Covering in Work
18	Sub-contracts	43.	Approval of Works by Stages
19	Blank	44.	Execution of the Works
20	Blank	45.	Day Work
21.	Blank	46.	Inspection of the Works
		47.	Responsibility for Buildings
		48.	Damage and Loss
		49.	Completion
		50.	Compensation for Delay
		51.	Laws Governing the Contract
		52.	Cancellation of Contract for Corrupt Acts

<b>Chapter –III contd.</b>		<b>Chapter-IV contd.</b>	
53.	Cancellation of Contract for Insolvency, Subletting, etc.	64.	Advances on Account
54.	Cancellation of Contract in part or in full for Contractor's Default.	65.	Final Bill (Applicable only to Measurement and Lump Sum).
55.	Termination of Contract for Death	65A.	Ditto. (Applicable only to Term Contracts).
56.	Termination of Contract (Applicable only to Term Contracts).	66.	Payment of Bills
57.	Special Powers of Determination (Applicable only to Measurement and Lump Sum Contracts).	67.	Recovery from Contractor
58.	Fair Wage	68.	Refund of Security Deposit
59.	Blank	69.	Issue of Notices
60.	Blank	70.	Arbitration
<b>Chapter IV</b> Valuation and payment		Annexure "A"	Military Engineer Services Contractors' Labour Regulations.
61.	Records and Measurement	Annexure "B"	M.E.S. Safety Code
62.	Valuation of Deviations	Annexure "C"	M.E.S. Model Rules for the protection of Health and Sanitary Arrangements for Workmen employed by Contractors.
63.	Reimbursement/Refund on variation in prices.		

## DEFINITIONS

1. **Definitions, etc.**-(a) The “Contract” means the documents forming the tender and acceptance thereof, together with the documents referred to therein including these Conditions, Schedules, ‘A’, ‘B’, ‘C’, ‘D’ and /or General Summary attached to the form of tender, the M.E.S. Schedule, the Specifications and the drawings, and all these documents, as applicable taken together shall be deemed to form one Contract and shall be complementary to one another,

(b) The “tender documents” means the form of tender, the applicable Schedules ‘A’, ‘B’, ‘C’, ‘D’ and/or General Summary, these Conditions, and the Specifications and/or Drawings as loaned to Contractors for the purpose of preparing their tenders.

(c) The “Works” means the works described in the tender documents, or in the case of Term Contracts, in individual Works Orders and/or accompanying Drawings and Specifications as may be issued from time to time to the Contractor by the G.E. or the Engineer-in-Charge within the powers conferred upon them, including all modified extra or additional works and obligations to be carried out either on the Site or at any factory or workshop or other place for subsequent incorporation, as required for the performance of the Contract.

(d) The “Site” means the lands and/or other places on, in, into or through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract.

(e) The “Contractor” means the individual or firm or company, whether incorporated or not, undertaking the Works and shall include the legal personal representatives of such individual or the persons composing such firm or company, or the successors of such individual or firm or company and the permitted assigns of such individual or firm or company.

(f) “Government” means the President of India, his successors in office and assigns and the “Accepting Officer” means the duly authorised officer who signs the contract on behalf of the President.

Chief Engineer and Additional Chief Engineer (if specially authorised by the Chief Engineer) shall exercise the same powers in respect of contracts concluded by either of them on behalf of President and subject as otherwise provided in this contract, all notices to be given and all actions to be taken on behalf of Government in respect of such contracts may be given or taken by either the Chief Engineer or the Additional Chief Engineer.

(g) The letters “C.W.E.” mean “Commander Works Engineers” who, in the case of Measurement and Lump Sum Contracts directs the contract and the letters “G.E.” mean “Garrison Engineer” who administers and in the case of Term Contracts directs the Contract.

(h) The “Engineer-in-Charge” means the Assistant Garrison Engineer (A.G.E.) or the Assistant Engineer (A.E.) or the Superintendent Grade I appointed by the G.E. to supervise the Works or part of the Works.

(i) “Approved” and “directed” mean the approval or direction of the C.W.E. or G.E. or person deputed by him for the particular purpose.

(j) “M.D.” means the “Government of India (Ministry of Defence)”.

(k) “M.E.S.” means the ‘Military Engineer Services’.

(l) “I.S.” means ‘Indian Standards’ as issued by the Indian Standards Institution.

In the case of Measurement and Term Contracts, “Specifications” means those contained, in the M.E.S. Schedule together with any amendments, etc., authorised thereto by the tender documents, “Drawings” refer to those accompanying the tender documents and/or any Works Orders referred to therein.

(m) in the case of Lump Sum Contracts “Contractors’s Percentage” means the percentage entered by the Contractor in the General Summary as addition to or deduction from the cost of buildings, etc., listed in Schedule ‘A’, to provide a lump sum quotation for performance inclusive of any element required by him for extra costs, profit, establishment charges and insurances, etc.

In the case of Measurement and Term Contracts “Contractors Percentage” shall, if the context so permits mean the uniform percentage tendered by the Contractor and accepted by the Accepting Officer, and the expression “Contract Rates” shall likewise mean the rates in the M.E.S. Schedule as adjusted by the said Contractor’s Percentage, if any.

(n) The “Contract Sum” means : -

(i) In the case of Lump Sum Contracts (I.A.F.W.-2159) the sum for which the tender is accepted ;

(ii) In the case of Measurement (Percentage Rate) Contracts (I.A.F.W.-1779) the estimated value of the Works at the rates contained in the M.E.S. Schedule adjusted by contractor’s percentage ;

(iii) In the case of Item Rate Contracts for Works by Measurement (I.A.F.W.-1779-A) the total cost of the work arrived at after extension of the quantities shown in Schedule ‘A’ by the item rates quoted by the tenderer for the various items.

(o) The “Final Sum” means the amount payable under the contract by Government to the Contractor for the full and entire execution and completion of the Works, or in the case of Term Contracts, of individual Works Orders.

(p) "Accepted Risks" mean the risk on the Site accepted by the Accepting Officer or the C.W.E. in case of Contracts accepted by G.Es., of riots (otherwise than among Contractor's employees), war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from air craft and acts of God such as earthquake, lighting, unprecedented floods and tornado.

(q) The "Date for Completion" is the date or dates for completion of the whole or any part of the works, set out or ascertained in accordance with the individual Works Orders or the tender documents, or any subsequent amendment thereto as provided in the condition 9 and 11 hereinafter.

(r) A "Week" means seven days without regard to the number of hours worked or not worked in any day in that week.

(s) A "Day" means a day of 24 hours irrespective of the number of hours worked or not worked in that day.

(t) A "Working Day" means any day other than that prescribed by the Negotiable Instruments Acts as being a holiday and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out.

(u) "Emergency Works" mean any urgent measures which, in the opinion of the Engineer-in-Charge, become necessary during the progress of the Works to obviate any risk of accident or failure or which becomes necessary for security, or rectifications to essential services like water supply and electrification during the maintenance period of the contract.

(v) "Prime Cost" and "Prime Cost Sums" and the letters "p.c." or a combination of the same mean the amount actually paid by the Contractor for any article, commodity or special work and include all proper charges for packing, carriage and delivery to the Site, after deduction of all trade discounts, rebates and allowances and all discounts obtainable for cash in so far as such discounts exceed 2 ½ per cent.

(w) "Provisional Sum" or "Provisional Lump Sum" means a lump sum included by the M.E.S. in the tender documents and represents the estimated value of work for which details are not available at the time of going to tender.

(x) "Provisional Items" mean item for which approximate quantities have been included in the tender documents.

(y) "Daywork" means items of labour and/or materials which, in the opinion of the Engineer-in-Charge, are not capable of being evaluated by the accepted methods of measurement or assessment.

(z) **Blank**

## **CHAPTER II SCOPE OF THE CONTRACT**

**2. Headings to the Conditions-** The headings to these Conditions shall not affect the interpretation thereof.

**2A. Secrecy-** The Contractor shall take all steps necessary to ensure that all persons employed on any work in connection with the Contract have notice that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and will continue so to apply even after the execution of such works under the Contract.

**3. Contract Documents** – The Contract is confidential and must be strictly confined to the Contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers is necessary) and to the purposes of the Contract.

The Accepting Officer or in the case of Term Contracts, the Officer empowered to issue the Works Orders shall furnish to the Contractor free of cost two copies of the signed Drawings, and of the Specifications and of the blank Bills of Quantities, if any, and two copies of all further drawings issued during the progress of the Works. The Contractor shall keep one copy of all Drawings, and of the Specifications on the Site and the Engineer-in-Charge or his representative shall at all reasonable times have access to them.

All documents, copies thereof and extracts therefrom furnished to the Contractor shall be returned to the G.E. on the completion of the Works or the earlier determination of the Contract.

**4. Works to be carried out (Applicable generally to Measurement and Lump Sum Contracts)** – The Contracts shall, except as provided under Schedules 'B', 'C', and/or 'D' include all labour materials, tools, plant, equipment and transport which may be required in preparation for, and for and in the full and entire execution and completion of the Works. The descriptions given in Schedule 'A' and the Bills of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in, return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion aforesaid in accordance with good practice and recognised principles.

The Contractor shall be deemed to have satisfied himself as to the nature of the Site, local facilities of access and all matters affecting the execution and completion of the Works. No extra charges consequent on misunderstanding or otherwise will be allowed.

**4-A Works to be carried out (Applicable only to Term Contracts)-** The Contracts shall except

as provided under Schedule 'B' and Condition 10 thereof, include all labour, materials, tools, plant, equipment and transport which may be required in preparation for, and for and in the full and entire execution and completion of any new work or works, reconstruction or repairs within the Contract Area, which the Contractor may be called upon to carry out and which can be priced under the M.E.S. Schedule and for which the total estimate at Contract Rates of any single work, job or service as defined below shall not exceed Rs.60,000/- subject to the following reservations, viz.:-

- (a) Periodical Services, viz., painting, lime or colour washing any tint and distempering (except in connection with or arising out of the works mentioned above and, in addition any orders, placed during the period of the Contract, the gross total value of which orders, does not exceed Rs.2,500 shall be excluded from the contract.
- (b) The construction of field defences and shelters within the Contract Area on and during mobilization may be excluded from the contract.
- (c) All roads, paths, parade grounds, runways, taxi tracks, aprons, landing grounds, (except any orders for periodical painting of lines, circles or other markings on runways, taxi tracks, aprons and landing grounds placed during the period of the contract, the gross value of which orders does not exceed Rs.2,500) tree planting, gardening and the renewal of mud floors shall be excluded from the contract.
- (d) All electrical and water supply work and steam or hot-water installations, estimated to cost over Rs.5,000 shall be excluded from the Contract and at the discretion of the G.E. any such work estimated to cost Rs.5,000 or under may also be excluded.
- (e) The G.E. may employ on work otherwise included within the scope of Contract:-
  - (i) any number of serving soldiers, the regular civilian staff of the M.E.S., storemen, and transport (the property of Government, or hired locally);
  - (ii) in addition a limited number of civilian work-people. Except in the event of the Contractor's default, the number so employed shall not exceed the average specified in the tender documents. (Those employed on work reserved in sub-clauses (a) to (e) above not included).
- (f) An item of work which is part of a Major Work costing over Rs.60,000/- shall be excluded from the contract.

The estimates referred to above shall be based on the Contract Rates and shall include contingencies, but exclude the surplus M.E.S. Stores referred to in Condition 10 hereof and any stores to be obtained under special contract; the G.E. shall be the sole judge as to what constitutes a single work, job or service, or to treat the Contract Area as a whole for the purpose of grouping work as may be convenient, and his decision in these matters shall be final and binding.

The Contractor will be deemed to have satisfied himself as to the nature of the Works likely to be ordered upon him, local facilities for the supply of labour and materials within the Contract Area and of access to the Site or Sites and all other matters affecting the execution and completion of the Works. No extra charges consequent on misunderstanding or otherwise will be allowed.

**5. Prime Cost Sums** – All prime cost sums shall be reserved for the supply of materials or the execution of work by persons to be nominated by the Accepting Officer or selected in such a way as he may direct.

The full amount of the prime cost sums inserted in the tender documents and the value of the percentage addition thereto quoted by the Contractor to cover all overheads and profit will be deducted from the Contract Sum. The Contractor shall be paid the actual prime cost (as defined), plus the percentage addition quoted by him to cover all overheads and profit. He shall produce to the G.E. such quotations, invoices and receipted bills as may be necessary to show the actual details of the sums paid by him.

The G.E. shall also be at liberty to order and pay for all or any portion of such items direct and issue them to the Contractor for fixing only, in which case the Contractor shall not be paid anything to cover all overheads and profit in respect of such items.

He shall be paid for fixing, where applicable, in accordance with the conditions of Contract; the payment for fixing shall cover unloading, getting in, unpacking and return of empties and other incidental expenses.

**6. Provisional Items:** - The full amount of provisional lump sums and the value annexed to each provisional item inserted in the tender documents shall be deducted from the Contract Sum and the value of work ordered and executed thereunder shall be ascertained by measurement or valuation as for deviations. No work under these items is to be begun without instructions in writing from the Engineer-in-Charge.

The extent of quantities or items described as "provisional" shall not be varied beyond the limits laid down in Condition 7.

No addition or deduction shall be made by the Contractor to the amount of the provisional lump sums as included in the tender documents.

**6A. Discrepancies and Adjustment of Errors (Applicable generally to Measurement and**

**Lump Sum Contracts)**- The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale.

In the case of discrepancy between Schedule 'A', the Bills of Quantities, the Specifications and/or the Drawings, the following order of precedence shall be observed:-

- (a) Description of Schedule 'A'/Bills of Quantities.
- (b) Particular Specification.
- (c) Drawings.
- (d) General Specification.

If there are varying or conflicting provisions made in any one document forming part of the Contract the Accepting Officer shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding.

Any error in description, quantity or rate in Schedule 'A' and Bills of Quantities, or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to the Drawings and Specifications or from any of his obligations under the Contract. Any error in quantity, rate or amount in Schedule 'A'/Bills of Quantities and general summary shall be adjusted in accordance with the following rules:-

(A) *General (applicable to all types of contracts):-*

- (a) In the event of a discrepancy between description in words and figures quoted by a tenderer the description in words shall prevail.
- (b) In the event of an error occurring in the amount column of Schedule 'A' or Bill of Quantities as a result of wrong extension of unit rate and quantity, the unit rate whether inserted by M.E.S. prior to issue of tenders or quoted by tenderers, shall be regarded as firm and the extensions shall be amended on the basis of the rate. Where Provisional Lump Sum, Provisional Sum and/or 'Prime Cost' Sum is/are inserted by M.E.S. and Contractor is required to quote a percentage as well as an amount of addition/deduction thereon, and there is any Discrepancy between the percentage and the corresponding amount of addition/deduction, the percentage quoted by the Contractor shall be regarded as firm, the amount and total shall be amended on the basis of the percentage.
- (c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.
- (d) Any omissions to include in the totals or to carry forward, the Prime Cost Sums and the percentage thereon, or the Provisional Sums, shall be corrected. If no percentage on Prime Cost Sums is quoted by the Contractor, the percentage shall be considered as 'NIL'.
- (e) In case of Contracts for addition/alteration works where Contractors are required to quote credit for demolished materials specified to become Contractor's property, in the event of omission on the part of a Contractor to indicate any credit, the tender shall be treated as one with 'nil' credit.
- (f) The totals of Bills of Quantities, as amended above, shall be carried over to Schedule 'A'. Similarly, totals of various sections of Schedule 'A' as amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the Contractor. Any rounding off of totals in various sections of Schedule 'A' or in General Summary by the tenderer shall be ignored.

(B) *Lump Sum Contracts based on pre-priced Schedule 'A'* – The Contractor shall be deemed to have calculated his own unit rates from the Drawings, Specifications and other information furnished to him and arrived at a lump sum price for each group of items as given in Schedule 'A'. The Lump Sum price shall be worked out by him independently of the prices or rates inserted by M.E.S. in the tender and irrespective of any errors or inaccuracies therein. The percentage to be inserted by the Contractor, above or below the prices inserted by M.E.S. against a group of items, shall be derived by him from the amount tendered by him against the group of items concerned as compared to the amount inserted by M.E.S. against it.

In the event of a discrepancy between the lump sum quoted by the Contractor and the percentage derived by him the lump sum shall be treated as binding and the percentage altered to agree with the lump sum.

The tendered amount shall be deemed to include for the full and entire completion of the Works and the Contractor shall have no claim on account of any errors in the unit rates prices inserted by M.E.S.

(C) *Lump Sum Contracts based on Schedule 'A' with supporting Bills of Quantities* – There shall be no rectification of any errors, omissions or wrong estimates in the prices inserted by the Contractor in the Bills of Quantities.

If there are any errors in quantities (not shown as provisional) or any omissions of items, the cumulative effect of all of which varies the Contract Sum by more than the limits mentioned below, then the errors shall be rectified and the Contract sum increased or decreased accordingly:-

- |       |   |  |
|-------|---|--|
| (i)   | Contract Sum not exceeding Rs. 4 lakhs –                  | 5% of the Contract Sum.  |
| (ii)  | Contract Sum exc. Rs.4 lakhs<br>but not exc. Rs.10 lakhs. | 3% of the Contract Sum subject to a<br>minimum of Rs.20,000/-                                  |
| (iii) | Contract sum exc. Rs.10 lakhs                             | 2% of the Contract Sum subject to a<br>minimum of Rs.30,000/- and a<br>maximum of Rs.75,000/-. |

Provided further, if the cumulative effect of all the errors in quantities (not shown as provisional) or any omissions of items, exceeds the limits stipulated hereinbefore, rectification of the errors and increase/decrease of the Contract Sum shall be restricted only to the extent beyond the said limits. The Contract Sum so altered shall, for all purposes of this 'contract' be substituted for the sum originally accepted as if the contract had been accepted at the altered price instead of the original price and such alteration shall not be considered as a deviation.

(D) *Lump Sum Contracts based on Drawings and Specifications and Item Rate Contracts* – The Contractor shall be deemed to have calculated his own details from Drawings and Specifications before quoting unit rates against different items of Schedule 'A'. Notwithstanding any errors or inaccuracies in the unit rates quoted by the Contractor those rates shall be deemed to include for the full and entire completion of the items of Work in accordance with the provisions of the Contract and no adjustment shall be made on account of any errors in those rates.

(E) *Contracts comprising Sections/Parts conforming to types (B), (C) and (D) above* – The principles enunciated in paras B, C and D above for rectification of errors shall apply to the corresponding parts of the Contract.

**7. Deviations (Applicable specifically to Measurement and Lump Sum Contracts and generally to Term Contracts)** – The contractor shall not make any alteration in, addition to or omission from the Works as described in the tender documents except in pursuance of the written instructions of the G.E.

No work that radically changes the original nature & scope of the Contract shall be ordered as a Deviation and in the event of disagreement between the Contractor and the Accepting Officer, the decision, of the next higher authority (or of the Chief Engineer in case of contracts accepted by him) shall be final and binding on the Contractor.

The Accepting Officer, or person specially authorised by him on his behalf, may vary either by way of addition to and/or deduction from the Works so described provided that the Contract Sum be not thereby varied on the whole by more than the percentage set out in the tender documents (referred to hereinbelow as the 'Deviation Limit'), subject to the following restrictions:-

- (a) The Deviation Limit referred to above is the net effect (algebraical sum) of all additions and deductions ordered.
- (b) In no case shall the Additions/Deductions (arithmetical sum) exceed twice the Deviation Limit.
- (c) The Deviations ordered on items of any individual trade included in the Contract shall not exceed plus/minus 25% of the value of that trade in the Contract as a whole or half the Deviation Limit, whichever is less except in the case of Prime Cost and Provisional Items where the parties to the contract may agree to at different percentage for any particular trade item.
- (d) The value of additions of items of any individual trade not already included in the Contract shall not exceed 10% of the Deviation Limit.

Note:- Individual trade means the trade sections into which a Bill of Quantities or Schedule 'A' has been divided or, in the absence of any such division, the individual sections of M.E.S. Standard Schedule of Rates such as Excavation and Earthwork, Concrete, Wood Work & Joinery etc.

All additions and deductions will be priced as per Condition 62 hereof and added to or deducted from the Contract Sum. Whenever the Accepting Officer intends to exercise such right his intention shall be communicated to the Contractor by the G.E. whose order in writing shall specify the deviations which are to be made, the lump sum assessment or the proposed basis of payment, the change, if any, in the date or completion of the relevant phase and/or the entire Contract. Any objection by the Contractor to any matter concerning the Deviation Order, shall be notified by him in writing to the G.E. within fifteen days from the date of receipt of such order, but under no circumstances shall the progress of the Works be stopped (unless so ordered by the G.E.) owing to differences or controversy that may arise from such objection. In default of such notification the Contractor will be deemed to have accepted the order and the conditions stated therein without in any way affecting the right of the parties to rectify any mistake on the basis of payment only to the extent it differs from Condition 62. In the event of the Contractor failing to agree with the G.E. regarding the proposed alteration of time, the objection shall be referred to the Accepting Officer or, in the case of Contracts (other than Term Contracts) accepted by the G.E. to the C.W.E., whose decision shall be final and binding.

**8. Emergency Works** – If any Emergency Works become necessary and the Contractor is unable (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) or unwilling at once to carry them out, the Engineer-in-Charge may by his own or other work-people, carry them out as he may consider necessary. If the Emergency Works shall be such as the Contractor is liable under the Contract to carry out at his own expense or which are included in the Contract rates for Works being executed by the Contractor, all expenses incurred on them by Government shall be recoverable from the Contractor, and if necessary, be adjusted or set off against any sum payable to

him under this or any other Contract.

### **9. Suspension of Works**

- (a) The Contractor shall, on receipt of the order in writing of the Garrison Engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Garrison Engineer may consider necessary for any of the following reasons :-
- (i) on account of any default on the part of the Contractor; or
  - (ii) for proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
  - (iii) for safety of the Works or part thereof.

The contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Garrison Engineer.

- (b) If the suspension is ordered for reasons (ii) and (iii) in Sub-para (a) above:

- (i) the Contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25% for completion of the item or group of items of work for which a separate period of completion is specified in the Contract and of which the suspended work forms a part, and
- (ii) If the total period of all suspensions in respect of an item or group of items of work for which a separate period of completion is specified in the Contract exceeds 60 days the Contractor shall, in addition, be entitled to compensation, as the Garrison Engineer may on the basis of facts consider reasonable, in respect of salaries and/or wages paid by the contractor to his employees & labour at site actually remaining idle during the period of suspension.

- (c) If the Works or part thereof is suspended on the orders of the Garrison Engineer for more than four months at a time, except when suspension is ordered for reason (i) in Sub-para (a) above, the Contractor may after 60 days from receipt of such order serve a written notice on the Garrison Engineer requiring permission within fifteen days from receipt by the Garrison Engineer of the said notice, to proceed with the Works or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor, if he intends to treat the suspension, where it affects only a part of the Works as an omission of such part by government under Condition 7 or where it affects the whole of the works, as an abandonment of the Works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Garrison Engineer. In the event of the Contractor treating the suspension as an abandonment of the Contract by Government. He shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to compensation, as the Garrison Engineer may on the basis of facts consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at Site actually remaining idle in consequence and also for loss on materials collected which could not be utilised on these or other Works including 5% as overheads on materials, salaries and wages.

### **10. Materials**

#### *(A) Materials to be provided by the Contractor –*

The contractor shall, at his own cost and expense, provide all materials required for the Works other than those listed in Schedule 'B' which are to be supplied by Government.

All materials to be provided by the Contractor shall be new and in conformity with the specifications laid down in the Contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply.

The Contractor shall, at his own cost and expense and without delay, supply to the Engineer-in-Charge samples of materials proposed to be used in the Works. The Engineer-in-Charge shall within seven days of supply of samples or within such further period as he may require and intimate to the Contractor in writing inform the Contractor whether samples are approved by him or not. If samples are not approved the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the Contract.

The Engineer-in-Charge shall have full powers to require removal of any or all of the materials brought to Site by the Contractor which are not new and in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials the Engineer-in-Charge shall be at liberty to have them removed by other means at the Contractor's expense and risk. The Engineer-in-Charge shall have full powers to require other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply he may cause the same to be supplied by other means. All costs/charges and expenses which may attend upon such substitution shall be borne by the Contractor.

The Contractor shall indemnify Government or any Agent, servant or employee of Government against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claims being made or action being brought against government or any agent, servant or employee of Government in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific direction issued by Government but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawing and/or specifications issued after submission of the tender.

Subject as hereinafter provided in Condition 63 all charges on account of octroi, terminal or sales tax and other duties on materials obtained for the Works from any source (excluding materials supplied by Government) shall be borne by the Contractor.

The Engineer-in-Charge shall be entitled to have tests carried out as specified in the contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. If no tests are specified in the Contract, and such tests are required by the Engineer-in-Charge, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only if the tests disclose that the said material are not in accordance with the provision of the Contract. The cost of material consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.

*(B) Materials to be supplied by Government –*

Materials which Government, shall supply are shown in Schedule 'B' which also stipulates place of issue and rate(s) to be charged in respect thereof. If the Contractor wishes to exercise an option to supply some or all of these materials (excepting cement if shown in Schedule 'B') himself, he shall stipulate accordingly when submitting the tender and in that event the remaining materials, if any, shall be supplied by government as aforesaid. Soon after acceptance of the tender the Contractor shall agree in writing with the Engineer-in-Charge on a phased programme of his requirements with regard to delivery of materials.

In the event of delay in the supply of any stores and materials mentioned in Schedule 'B', the Contractor shall be entitled to reasonable extension of time as provided for under Condition 11 but no claim for compensation or damage on any ground whatsoever shall be entertained by the Government. In case of Term Contract for Artificers' work, the G.E. may further issue old serviceable materials not exhibited in Schedule 'B' but included in MES Schedule, at the rates given in that Schedule, plus or minus (as applicable) the Contractor's tendered percentage or at market rates for new materials whichever is higher. Provided further in the case of Term Contracts:-

- (i) the Contractor will be paid for "fixing only" in respect of materials salvaged from and refixed in the same building or another building situated within a radius of 200 metres whether such salvaged materials are included in Schedule 'B' or not.
- (ii) the G.E. may issue for "fixing only" materials such as sanitary fittings for which rates for "fixing only" exist and for which there are no "Supply and Fix" rates in the MES Standard Schedule of Rates, even though such materials are not exhibited in Schedule 'B'.

If after acceptance of the tender the Contractor desires Government to supply any further materials out of those mentioned in the Schedule and/or any other materials, such materials may be supplied by government, if available, at rates to be agreed upon between the parties.

For the materials listed in Schedule 'B' the Contractor shall give a reasonable notice in writing of his requirements to the Engineer-in-Charge in accordance with the agreed phased programme. Such materials shall be supplied for the purposes of the Contract only and the value of materials so supplied at the rates specified in the aforesaid Schedule shall be set off or deducted from any sums then due or which may thereafter become due to the Contractor, under the Contract.

The Contractor shall bear the cost of loading, transporting to Site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating or fixing materials in the Works including all preparatory work of whatever description as may be required, and of closing, preparing, loading and returning empty cases or containers to the place of issue.

All materials issued to the Contractor by Government for incorporation or fixing in the Works (including preparatory work) shall, on completion or on foreclosure of the works and before submission of bills, be returned by the Contractor at his expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges from the Site to such place, less the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by Government.

Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-Charge at rates not exceeding those at which these were originally issued to him after taking into consideration

any deterioration or damage which may have been caused to the said materials whilst in the custody of the Contractor.

If on completion of Works the contractor fails to return surplus materials out of those supplied by Government, then in addition to any other liability which the contractor would incur, the Engineer-in-Charge may, by a written notice to the Contractor, require him to pay within a fortnight of receipt of the notice for such unreturned and surplus materials at double the prevailing market rate as decided by the GE. If however, the contractor is not satisfied with the decision of the G.E. with regard to market rate, he shall be entitled to represent the matter to CWE within seven days of receipt of G.E.'s decision and the decision of the C.W.E. thereon shall be final and binding.

If cement is to be supplied by Government, every cement godown shall be provided with two locks on each door. The key of one lock at each door shall remain with the Engineer-in-Charge or his representative and that of the other lock with the Contractor's authorized agent at Site of Works so that cement is removed from the Godown only according to daily requirement with the knowledge of both the parties.

(C) *General -*

Materials required for the works, whether brought by the Contractor or supplied by Government, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of materials shall be at the risk and the responsibility of the Contractor.

Government officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the Works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated or manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

All materials brought to the Site shall become and remain the property of Government and shall not be removed off the Site without the prior written approval of the Engineer-in-Charge. But whenever the Works are finally completed and advance, if any, in respect of any such materials is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus materials originally supplied by him and upon such removal the same shall revert in and become the property of the Contractor.

## **11. Time, Delay and extension –**

(A) Time is of the essence of the Contract and is specified in the contract documents or in each individual Works Order.

As soon as possible after the Contract is let or any substantial Works Order is placed and before Work under it is begun, the G.E. and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the contract documents or the Works Order for completion of the individual items thereof and/or the Contract or Works Order as a whole. It shall indicate the forecast of the dates for commencement and completion of the various trade processes or sections of the work, and shall be amended as may be required by agreement between the G.E. and the Contractor within the limitation of time imposed in the contract documents or Works Order. If the Works be delayed.

- (i) by force majeure, or
- (ii) by reason of abnormally bad weather, or
- (iii) by reason of serious loss or damage by fire, or
- (iv) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) by reason of delay on part of nominated sub-contractors, or nominated suppliers which the Contractor has, in the opinion of G.E., taken all practicable steps to avoid, or reduce, or
- (vi) by reason of delay on the part of Contractors or tradesmen engaged by Government in executing works not forming part of the contract, or
- (vii) by reason of any other cause, which in the absolute discretion of the Accepting Officer is beyond the Contractor's control;

then, in any such case the Officer hereinafter mentioned may make fair and reasonable extension in the completion dates of individual items or groups of items of Works for which separate periods of completion are mentioned in the contract documents or Works Order, as applicable.

Upon the happening of any such event causing delay, the Contractor shall immediately, but not later than 30 days of the happening of the event, give notice thereof in writing to the G.E. but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the GE to proceed with the works. Extension of time shall be granted as under:-

- (a) by G.E. for all Term Contracts;
- (b) by Accepting Officer of the contract for all other contracts

In case the Contractor fails to notify the G.E. of happening of an event(s) causing delay within the period of 30 days stipulated in sub-para 3 above, he shall forfeit his right to claim extension of time for the delay caused due to such event(s).

Extension of time, as granted above, shall be communicated to the Contractor by G.E. in writing and shall be final and binding. PROVIDED THAT in the case of contracts (other than Term Contracts) accepted by the G.E., in the event of the Contractor not agreeing to the extension granted by the G.E., the matter shall be referred to the C.W.E. whose decision shall be final and binding.

(B) If the Works be delayed:-

- (a) by reason of non-availability of Government stores shown in Schedule 'B', or
- (b) by reason of non-availability or breakdown of Govt. Tools and Plant listed in Schedule 'C';

then, in any such event, notwithstanding the provisions hereinbefore contained, the Accepting Officer may in his discretion grant such extension of time as may appear reasonable to him and the same shall be communicated to the Contractor by the G.E., in writing. The decision so communicated shall be final and binding and the Contractor shall be bound to complete the work within such extended time.

(C) No claim in respect of compensation or otherwise, howsoever arising, as a result of extensions granted under Conditions (A) and (B) above shall be admitted.

**12. Blank**

**13. Blank**

**14. Royalties-** No royalty will be recovered for materials, which the Contractor may be allowed to remove from quarries situated on land which is in charge of the M.E. S. authorities or from land in Cantonments in charge of the Military Estate Officers.

**15. Plant and Equipment-** Subject to the provision made hereinafter, the Contractor shall at his own cost and expense, supply all tools, plants and equipment (hereinafter referred to as T &P) required for the execution of work. In case, the Contractor so requires, some or all items of T & P listed in Schedule 'C' will be given to him on hire by Government at the rates shown in the Schedule provided that he has indicated his requirement while submitting his tender. The contractor shall, however, have no option but to hire from the Govt. particular item(s) of T & P listed in Schedule 'C' for which specific provision has been made in tender document to indicate that hiring by contractor is compulsory. In respect of, the other items of Schedule 'C' (hiring of which has not been indicated as compulsory), such of those item(s) has/have not been indicated (while submitting tender) to be hired by contractor shall be automatically deemed to have been deleted from Schedule 'C'. Soon after acceptance, of tender, the Contractor shall agree, in writing, with the G.E. on a phased programme of his requirement with regard to the issue of such of the Govt. T & P which are to be hired by him from the Govt., and in respect whereof the contractor shall give the Engineer-in-Charge a notice in writing at least a week in advance of the date of his requirement as per the aforesaid phased programme. Government T&P hired to the Contractor shall be conveyed by him at his expense from the place of issue to the site and back.

The period T & P remains in Contractor's charge shall be termed the "HIRE PERIOD" and would reckon from the commencement of the day of issue up to the end of the day of return irrespective of the actual hours of issue and return. The Hire Period for purposes of this Contract shall consist of "Working Days" and "Off-days". For purposes of levy of the Hire Charges, the whole of the Hire Period shall be deemed as consisting of Working Days except for the Off-days, viz., Sundays, Maintenance Days, and other authorised holidays closed for work (as per prior written order of the G.E.).

For purposes of this Condition, the day will be deemed to start from 0800 hours in the morning (or any other hour-hereinafter referred to as 'D' hour-fixed by the G.E. in writing at the commencement of the Hire Period) upto the corresponding hour next day.

The contractor shall pay to the Government Hire Charges and Standby Charges as per rates shown in Schedule 'C' for the Working days and Off-days respectively.

The Hire Charges cover Depreciation, Interest, Maintenance, Running Expenses and expenses for "on cost" (with crew as listed in Schedule 'C' and fuel and lubricants).

During the Hire Period if the T & P is rendered unworkable either due to mechanical breakdown or other minor repairs provided always that they are not, in the absolute discretion of the G.E. attributable to the Contractors's (or his workmen's) neglect, the period the T& P remained inoperative will be termed the Breakdown Period and the Contractor will be charged for half a working day if any item of Government T & P has stopped working on account of a breakdown before it has worked for four hours in a day. If the item of Government T & P has stopped working after it has worked for more than four hours but less than eight hours, the Contractor will be charged for a full working day. Off-days immediately preceding or succeeding the Breakdown Period will not count towards the Breakdown Period but only be treated as Off-days and be charged as Standby Charges. The contractor will also be exempted from levy of any charges for the number of days he is called upon in writing by the G.E. to suspend the execution of the Works, provided the T&P in question has in

fact remained idle with the Contractor because of the suspension.

The Contractor shall be wholly responsible for the care and custody of T & P during the whole of the Hire Period and any damage to it (except accepted risks, provided always the Contractor has taken precaution necessary to protect it from such risk) which in the absolute discretion of the G.E. is attributable to neglect on the part of the Contractor, his agent, or his workmen, shall be made good at Contractor's cost, charges and expense to the entire satisfaction of the G.E.

Government give no guarantee for the output of T & P hired to the Contractor and no reduction in rates or any compensation otherwise is permissible on the ground that the outturn or performance of the T & P is not to Contractor's expectation.

Government T. & P. hired to Contractor shall be returned to G.E. on the completion of the Work or section of Work or earlier if so required by the G.E. The Contractor shall have no claim to any payment of compensation or otherwise howsoever on account of determination of hire of T. & P. which the Government are entitled to do without assigning any reason whatsoever.

In the event of the Contractor not requiring any of the T. & P. at any time after commencement of the Hire Period he may return it to the G. E. immediately after a two clear days' prior notice, or at any time without notice if he agrees to pay the Standby Charges for two additional days without in any way affecting the rights of the G.E. to use the T & P. during this period as he likes including Hiring out to a third party. The Hire Charges during the notice period will be charged for as "Working Days" and "Off-days" as they actually occur.

The Working Day for levy of the Hire Charges shall reckon as under: -

- |  |                   |
|--|-------------------|
| (a) The first eight hours (excluding a break of one hour) commencing from the 'D' hour.                              | 1 Working Day.    |
| (b) Any period exceeding eight hours (excluding a break of 1 ¼ hours) upto and including 10 hours from the 'D' hour. | 1 ¼ Working Days. |
| (c) Any period exceeding 10 hours (excluding a break of 1 ½ hours) upto and including 12 hours from the 'D' hour.    | 1 ½ Working Days. |
| (d) Any Period exceeding 12 hours (excluding a break of 2 hours) upto and including 16 hours from the 'D' hour.      | 2 Working Days.   |

**16. Transport (Applicable only to Measurement and Lump sum Contracts).** – The Contractor shall at his own expense supply all transport required for the execution of the Contract, other than that listed in Schedule 'D' which will be provided by Government.

The Hire rates for Government transport shall be inclusive of all running costs, driver, petrol, oil and lubricants.

The Contractor shall be responsible for the loading and unloading of vehicles and shall comply with such restrictions regarding weight-carrying capacities, nature of materials to be transported and routes to be followed as may be notified to him by the Engineer-in-Charge from time to time during the period of hire, as well as to observe reasonable precautions at all times to prevent damage to and undue wear and tear of the vehicles.

Government transport shall remain under the control of Government while on hire to the Contractor but Government accept no liability for any loss or damage to goods conveyed therein, arising out of or in any way connected with the operation of the said vehicles. The Contractor shall indemnify Government against any loss or damage to the person or property of Government, or any agent, servant, or employee of Government, or to any third party due to any neglect or default of the Contractor, his agents, servants, or work-people, connected with the use by him of the transport.

**16A. Transport (Applicable only to Term Contracts).** – The Contractor shall at his own expense supply all transport required for the execution of the Contract.

**17. Assignment or Transfer of Contract.** - The Contractor shall not without the prior written approval of the Accepting Officer assign or transfer the Contract, or any part thereof or any share, or interest therein. No sum of money to become payable under the Contract shall be payable to any person other than the Contractor unless the prior written approval of the Accepting Officer to the assignment or transfer of such money is given.

**18. Sub-contracts** - The Contractor shall not sub-let any portion of the Contract without the prior written approval of the Accepting Officer. The Accepting Officer may invite offers for performance by sub-contractors of any work in satisfaction of prime cost sums included in the tender documents. In the exercise of this option, offers will be made returnable to the Accepting Officer who shall select the firm to do the Work and inform the Contractor, who will be required to conclude a Contract with the nominated sub-contractor for the execution of the Work as specified by the Accepting Officer to the sub-contractor. The Accepting Officer shall not nominate any sub-contractor against whom the contractor shall make reasonable objection.

The Contractor shall be responsible for any sub-contractor or contractor who may carry out any work or supply any material in connection with the Contract, whether such person be selected by the Accepting Officer or by the Contractor. The Contractor shall make good any loss or damage suffered by Government by reason of any default, neglect or failure on the part of such person in relation to

such work or material.

Nothing herein contained shall relieve the Contractor of his liabilities and obligations under the Contract or in any way affect the Contractor's direct responsibility to Government nor shall it render Government in any way responsible to such sub-contractor.

**19. Blank**

**20. Blank**

**21. Blank**

### **CHAPTER- III**

#### **PERFORMANCE OF THE CONTRACT**

**22. Security Deposit.-** In the case of a Contractor who has not executed the Standing Security Bond, and the Accepting Officer decides to accept his tender, the contractor shall lodge with the Controller of Defence Accounts concerned as Security Deposit in the prescribed form, the sum as notified by the Accepting Officer, within thirty days of the receipt by him of notification of acceptance of his tender.

Alternatively the Earnest Money deposited by the Contractor may be converted as part of the Security Deposit, wherever such a transaction is feasible and the Contractor shall lodge with the Controller of Defence Accounts concerned the balance amount of Security Deposit, as notified by the Accepting Officer within thirty days of the receipt by him of notification of acceptance of his tender. In case the Contractor fails to deposit the Security Deposit/balance amount of Security Deposit, within thirty days as stipulated hereinbefore, the same will be recovered from the first RAR payment or from the first final Bill. In the case of Term (Running) Contracts, if the amount from the first final Bill is not adequate the remaining sum shall be recovered from the subsequent bill(s) of the Contractor in full. However, in cases where any payment under this contract is made to the contractor within thirty days of the receipt by him of notification of acceptance of his tender, the amount of Security Deposit/balance amount of Security Deposit shall be recovered from such payment. Earnest Money will be refunded to the Contractor after the full amount of Security Deposit is lodged/recovered.

In case of a Contractor who has executed the standing Security Bond but where the tendered cost of the work exceeds the financial limit of the Contractor, and the Accepting Officer decides to accept his tender, the Contractor shall lodge with the Controller of Defence Accounts concerned additional Security Deposit as notified by the Accepting Officer within thirty days of the receipt by him of notification of acceptance of his tender, failing which this sum will be recovered from the first RAR payment or from the first final Bill. In the case of Term (Running) Contracts, if the amount from the first final bill is not adequate, the remaining sum shall be recovered from the subsequent bill(s) of the contractor in full. However, in cases where any payment under this contract is made to the contractor within thirty days of the receipt by him of notification of acceptance of tender, the amount of additional Security Deposit shall be recovered from such payment.

In case of a Contractor who is not enlisted for the area in which the work lies, but whose name is in the MES approved list of any MES formation and has deposited standing security and executed standing security bond and the Accepting Officer decides to accept his tender the contractor shall lodge with the Controller of Defence Accounts concerned before acceptance of tender, the sum as notified by the Accepting Officer as Security Deposit in the prescribed form.

Such sum shall be deposited in securities of the market value of such sum in accordance with the Regulations for the Military Engineer Services for the time being in force and any securities so deposited shall be endorsed in accordance with the Government Securities Manual for the time being in force and, if the securities are in the name of the Contractor, they shall be transferred to the Controller of Defence Accounts concerned in such a way that they can be realised by him without reference to the Contractor.

All compensation or other sums of money payable by the Contractor to the Govt. under the terms of this Contract or under any other contract with Govt. may be deducted from, or paid by the sale of a sufficient part of the Security Deposit or from the interest arising therefrom or from any sums which may be due or may become due to the Contractor by the Govt. on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deduction, or sale as aforesaid, the contractor shall within 10 days thereafter make good in cash or securities, endorsed as aforesaid, any sum or sums which may have been deducted from or realised by the sale of, his Security Deposit or any part thereof.

Government shall not be responsible for any loss of securities or for any depreciation in the value of securities while in their charge nor for loss of interest thereon.

**23. Orders under the Contract.-** All orders, notices, etc., to be given under the Contract shall be in writing, typescript or printed and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course

of post it would have been delivered to him.

The Contractor shall carry out without delay all orders given to him.

**24. Admission to Site.-** The Contractor will not be permitted to enter on (other than for inspection purposes) or take possession of the Site until instructed to do so by the G.E. The portions of the Site to be occupied by the Contractor will be clearly defined and/or marked on the Site plan, and the Contractor will on no account be allowed to extend his operations beyond these areas. In the event of the areas of land so allotted for the purpose of Accommodation of Labour, erection of Temporary Workshops, Stores, etc. Storage of Materials and the like being other than Class A-I land (which fact shall be ascertained by the Contractor from the G.E.), the contractor shall pay a nominal rent of Re. 1 per year, or part of a year, in respect of each and every separate area of land allotted to him.

The Contractor shall provide if necessary or if required on the Site all temporary access thereto and shall alter, adapt and maintain the same as required from time to time and shall take up and clear away as and when no longer required and make all good.

The G.E. shall have power to execute other Works (whether or not in connection with the Works) on the Site contemporaneously with the execution of the Works and the Contractor shall give reasonable facilities for such purpose.

The M.D. reserves the right of taking over, at any time, any portion of the Site which it may require and the Contractor shall at his own expense clear such portion forthwith. No photographs of the Site or of the Works or any part thereof shall be taken, published or otherwise circulated, without the prior written approval of the G. E.

No such approval shall however exempt the Contractor from complying with any statutory provisions in regard to the taking and publication of such photographs.

Any M.E.S. Officials connected with the Contract shall have right of entry to the Site at all times.

The Engineer-in-Charge shall have the power to exclude from the site any labour whose admission thereto may in his opinion be undesirable for any reason whatsoever. The G.E. shall have the power to exclude from the site any person whose admission thereto may in his opinion be undesirable for any reason whatsoever. The Contractor shall not be allowed any compensation on account of the foregoing.

**25. Contractor's Supervision –** The Contractor shall either himself supervise the execution of the Contract or shall appoint a competent Agent approved by the G.E. to act in his stead.

Where the Contractor is not a qualified Engineer or even if he is so qualified, he cannot, in the opinion of the G.E., give his full personal attention to the Works, he shall at his own expense, employ a person, possessing the following qualifications and/or experience as his accredited Agent to supervise the Works and to receive instructions from the Engineer-in-Charge:-

- |   |  |
|---|--|
| (a) For works costing over Rs.10 lakhs other than those covered in (c) below  | A Degree holders in Engineering from a Government recognized Institution or equivalent with at least 3 years practical experience of works.<br>or<br>A Diploma holder in Engineering from a Government recognized Institution with at least 6 years practical experience of Works. |
| (b) For works costing between Rs.1 lakh and Rs. 10 lakhs other than those covered in (c) below.   | A Degree or Diploma holder in Engineering from a Government recognized Institution with adequate practical experience of Works.  |
| (c) For works of any value for repairs to buildings and roads, periodical services to buildings, term contracts, grass cutting and fencing. | A competent person with adequate practical experience of works.  |
| (d) For works costing upto Rs.1 lakh.   | A competent person with adequate practical experience of works   |

The employment of Agent as aforesaid shall be to the approval of the G.E. who may verify his qualifications and experience by referring to original degree/diploma/testimonials which shall be made available to him by the Contractor or by the individual employed or proposed to be employed.

If the Contractor fails to appoint a suitable Agent on being ordered to do so, the G.E. shall have full powers to suspend the execution of the Works until such date as a suitable Agent is appointed and the Contractor shall be held responsible for the delay so caused to the Works.

Orders given to the Contractor's Agent shall be considered to have the same force as if they had been given to the Contractor himself.

The Contractor or his Agent shall be in attendance at the Site during all working hours and shall superintend the execution of the Works with such additional assistance in each trade as the G.E. may consider necessary.

The Contractor or his accredited Agent shall attend, when required and without making any charge for doing so, either at the office of the Engineer-in-Charge or on the Works to receive instructions.

The G.E. shall have full powers, and without giving any reason, to require the Contractor

immediately to cease to employ in connection with this Contract any Agent, servant or employee whose continued employment is in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

**26. Labour.-** The Contractor shall employ labour in sufficient number to maintain the required rate of progress and of quality to ensure workmanship of the degree required by the Specifications and to the satisfaction of the Engineer-in-Charge.

The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, or any other Act or enactments relating thereto and rules framed thereunder from time to time. The Contractor shall work only on and during the hours of a working day unless he obtains the prior written approval of the Engineer-in-Charge to do otherwise. If such approval is given no liability in respect of any excess cost arising therefrom shall be incurred by Government.

The Contractor shall furnish to the Engineer-in-Charge every morning a distribution return of the number and description by trades of his work-people employed on the Works.

The Contractor shall during the progress of the Works comply at his own expense with all the rules and provisions contained in the M.E.S. Model Rules for the protection of health and sanitary arrangements for workers employed by contractors (appended hereto as Annexure 'C' to these Conditions) and shall at his own expense provide for all facilities in connection therewith to the satisfaction of the Engineer-in-Charge and on his failure to do so, the Garrison Engineer shall be entitled to provide the same and recover the cost thereof.

The Contractor shall not employ in connection with the Works any person who has not completed his fifteenth year of age.

The Contractor shall at his own expense arrange for all the safety provisions as per the M.E.S. Safety Code (appended to these Conditions as an Annexure 'B') and shall at his own expense provide for all facilities in connection therewith to the satisfaction of the Engineer-in-Charge and on his failure to do so, the G.E. shall be entitled to provide the same and recover the cost incurred in that behalf from the Contractor. Provided further that in case of failure to arrange for the safety provisions as above the contractor should in addition be liable to pay a penalty of Rs. 50 for each default.

**27. Training of Apprentices.-** The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of contract and the Accepting Officer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

**27A. Maternity Benefit Rules for Female Workers employed by Contractor.-** Leave and pay during leave shall be regulated as follows : -

(a) Leave –

- (i) In case of delivery- Maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.
- (ii) In case of miscarriage.- Upto 3 weeks from the date of miscarriage.

(b) Pay-

- (i) in case of delivery- Leave pay during maternity leave will be at the rate of the woman's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of seventy five paise a day whichever is greater.
- (ii) In case of miscarriage.- Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

(c) Conditions for the grant of Maternity Leave-

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period not less than six months immediately preceding the date on which she proceeds on leave.

**28. Anti-malarial Precautions.-** The Contractor shall, at his own expense conform to all anti-malarial instructions given to him by the Engineer-in-Charge, including the filling up of borrow-pits.

**29. Blank**

**30. Nuisance.-** The Contractor will not at any time do, cause or permit any nuisance or the Site or do anything which shall cause unnecessary disturbance or inconvenience to the owners, tenants or occupiers of other properties near the Site and to the public generally and will secure the efficient protection of all streams and waterways against pollution.

**31. Water.-** The Contractor shall allow in his tender and provide at his cost all water required for the use of Works or his employees on the Works, together with all pipes and fittings, or other means that may be necessary or required to ensure a proper and ample supply of water for all purposes for the Works.

In the event of a provision existing in the tender documents for M.E.S. Supply of water on

payment and the contractor desiring to buy it from M.E.S., he will be permitted to draw it from M.E.S. Water Supply System or other M.E.S. sources at such point or points as may be decided by the Garrison Engineer on his sole discretion and the contractor shall make necessary arrangements at his own cost for lifting, pumping, carrying or conveying water to the site of works as required.

Normally in all cases of water supplied from M.E.S. piped system, the supply shall be metered and paid for by Contractor at the \*All India Flat Rate per 1,000 gallons which includes hire charges for meter to be provided by M.E.S. In exceptional cases where metering is not feasible, i.e., water from M.E.S. wells or static tanks, or in the case of Term Contracts where the Contractor draws water not from any ONE source, the Contractor shall pay Rs. 3.75 per every Rs. 1,000 worth of work done priced at Contract rates. In the event of breakdown of M.E.S. Supply of water or in the event of the said supply of M.E.S. water becoming intermittent, the Contractor shall have no claim whatsoever on this account.

The water used for any or all requirements shall be subject to the prior written approval of the Engineer-in-Charge.

**32. Temporary Workshops, Stores, etc.-** The Contractor shall during the progress of the Works provide, erect and maintain at his own expense all necessary temporary workshops, stores, offices, etc., as are required for the proper and efficient execution of the Works. The planning, siting and erection of these buildings shall be to the approval of the Engineer-in-Charge and they shall at all times be kept tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer-in-Charge and at the Contractor's expense.

On completion of the Works the whole of such temporary buildings shall be cleared away and the Site reinstated and left clean and tidy to the entire satisfaction of the Engineer-in-Charge and at the Contractor's expense.

Additionally, the G.E. may at his discretion permit the Contractor to occupy as workshops and stores such Government buildings as may be available at the Site or Station for that purpose and, in the event of the Contractor occupying such accommodation, the prescribed rent for the same shall be recoverable from him. The Contractor undertakes to maintain such premises at his own expense in a clean and sanitary condition and to deliver up the same on the completion of the Works or the termination of the Contract, or in the event of the said buildings being required by the G.E. within one month of an order to that effect, in a clean state complete in every particular (damage from the accepted risks and fair wear and tear excepted).

### **33. Blank**

**34. Tools and Plant on Site.-** All tools, plant and equipment brought to the Site shall become the property of Government and shall not be removed off the Site without the prior written approval of the G.E. But whenever the Works are finally completed or the Contract is determined for reasons other than the default of the Contractor, the Contractor shall forthwith remove from the Site all tools, plant and equipment (other than such as may have been provided by Government) and upon such removal, the same shall revert in, and become the property of the Contractor.

**35. Statement of Hire Charges-** A weekly detailed statement of the hire charges incurred in respect of Government tools, plant, equipment and/or transport shall be given to the Contractor by the Engineer-in-Charge.

**36. Precautions against Risks. –** The Contractor shall be responsible at his own expense, for precautions to prevent loss or damage from any and all risks other than for Accepted Risks and to minimize the amount of any such loss or damage and for the provision of all protective works, casings, coverings, etc., required for the purpose, until the Works have been handed over complete to the Engineer-in-Charge.

---

\* To be inserted in the special conditions.

All Government buildings rented to the Contractor for workshops or stores shall be insured by the Contractor in favour of Government to their full value against risk of loss or damage from whatsoever cause arising other than the accepted risk, and the policy of insurance and receipts for premiums shall be produced when required by the GE; provided always that where part only of a building is rented to the contractor, he will be required to insure the building only if used by him for the purpose of storing or using materials of a combustible nature, as to which the decision of the G.E. shall be final and binding.

The Contractor shall provide all watchmen necessary for the protection of the Site, the Works and of materials and plant and all things on the Site during the progress of the Works, and shall solely be responsible for and shall take all reasonable and proper steps for protecting, securing, lighting and watching all places on or about the Works and the Site which may be dangerous to any person whomsoever.

**37. Notices and Fees.-** The Contractor shall give all notices required by any statutory provisions or by the regulations and/or bye-laws of any local authority and/or of any public service, company or authority affected by the Works or with whose systems the same are or will be connected and he shall pay and indemnify Government against any fees, or charges demandable by law under such acts, regulations and/or bye-laws in respect of the Works and shall make and supply all drawings and plans

required in connection with any such notices.

**38. Setting out the Works.-** The G.E. or Engineer –in-Charge, shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the Works. The Contractor shall set out the Works and shall provide and fix all setting out apparatus required and solely be responsible for the correctness and maintenance of the setting out. No work shall commence till the setting out is approved by the Engineer-in-Charge.

**39. Site Drainage.-** All water that may accumulate on the Site during the progress of the Works, or in trenches and excavations, from other than the accepted risks, shall be removed from the Site to the entire satisfaction of the Engineer-in-Charge, and at the Contractor's expense.

**40. Excavation.-**Material of any kind obtained from excavation on the Site shall remain the property of Government and shall be disposed off as Engineer-in-Charge directs.

**41. Foundations.-** The Contractor shall not lay any foundations until the excavations for the same have been examined and approved in writing by the Engineer-in-Charge.

**42. Covering in Work.-** The Contractor shall give reasonable notice in writing to the Engineer-in-Charge whenever any work is to be permanently covered or concealed, whether by earth or other means and in default of so doing shall, if required by the Engineer-in-Charge uncover such work at his own expense.

Extra soil required for filling, etc. shall be obtained only from those places for which prior written approval has been given by the Engineer-in-Charge.

**43. Approval of Works by Stages.-** All Work embracing more than one process, shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer-in-Charge when each stage is ready. In default of such notice being received, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and in the event of any dispute the decision of the G.E. thereon shall be final and binding.

**44. Execution of the Works-** The works shall be executed in a workmanlike manner and to the satisfaction in all respect of the Engineer-in-Charge.

In the case of Measurement and Lump Sum Contracts, and in special circumstances Term Contracts, the Engineer-in-Charge will communicate or confirm his instructions to the Contractor in respect of the execution of work in a " Works Site Order Book" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as orders or notices in writing within the intent and meaning of these conditions.

In addition, in case of Major Works exceeding rupees one lakh and Special Repairs exceeding rupees five lakhs, the Engineer-in-Charge will maintain a Works Diary (IAFW-2347) incorporating daily record of all important events in the execution of work and the Contractor or his accredited agent will sign it daily in the office of the Engineer-in-Charge.

**45. Day Work.-**No day work shall be performed without the prior written instructions of the Engineer-in-Charge.

The Contractor shall give to the Engineer-in-Charge reasonable notice of the start of any work ordered to be executed by day work and shall deliver to the Engineer-in-Charge within two days of the end of each pay week a return in duplicate giving full detailed account of labour and materials for that pay week. One of these returns if found correct, will be certified by the Engineer-in-Charge and returned to the Contractor and must be produced at the adjustment of account.

An invoice in duplicate signed by the Contractor or his Agent shall be sent with each delivery of materials for day-work and the Contractor will be furnished with a receipt, signed by the Engineer-in-Charge, specifying the description, quantities, weight or measurement (as the case may be ) of the articles approved: reference will be made to this receipt in the return aforesaid and the receipt itself is to be produced in support of the Contractor's bill.

In the case of Lump Sum Contracts, the rates to be charged and the percentage addition for profit and establishment charges, etc., will be agreed upon between the C.W.E. and the Contractor prior to the execution of the work.

**46. Inspection of the Works.-** M.E.S. Officers concerned with the contract shall have power at any time to inspect and examine any part of the Works and the Contractor shall give such facilities as may be required to be given for such inspection and examination.

Should the G.E. consider, at any time during the construction or reconstruction or prior to the expiration of period of a twelve calendar months after the works have been handed over to Government (hereinafter referred to as the "defects liability period") that any work has been executed with unsound, imperfect or unskilful workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the Contract (in respect whereof the decision of the G.E. shall be final and binding), the Contractor shall, on demand in writing from the G.E. specifying the fault notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the Work so specified, in whole or in part as the case may require, at his own expense; and in the event of his failing to do so within a period to be specified by the G.E. in his demand aforesaid, the G.E. may carry out the Work by other means at the risk and expense in all respects of the Contractor. Provided always that the liability of the Contractor under this Condition shall not extend beyond the defects liability period except as regards workmanship which the G.E.

shall have previously given notice to the contractor to rectify.

**47. Responsibility for Buildings.-** In the event of any building or part, of a building being handed over to the Contractor for the execution of Works thereto under the provisions of the Contract, he shall give a written receipt for all fixtures, glass etc., and he shall be required to make good at his own expense all damage resulting from any cause whatsoever, accepted risks and fire excepted (unless such fire shall have been caused through the negligence of the Contractor or any of his agents, servants or employees) while in his charge and to deliver up the said building or part thereof to the Engineer-in-Charge in a clean state complete in every particular, on the completion of the Works.

**48. Damage and Loss.-** (a) All plant, temporary building, equipment, and things on the Site provided by or on behalf of the Contractor for the construction of, but not for incorporation in the Works shall stand at the risk and be in the sole charge of the Contractor and the Contractor shall be responsible for, and with all possible speed make good, any loss or damage thereto arising from any cause whatsoever, including the accepted risk.

(b) Save as above, the works and all materials and things whatsoever including such as may have been provided by Government on the Site in connection with and for the purpose of the Contract shall stand at the risk and be in the sole charge of the Contractor and the Contractor shall be responsible for, and with all possible speed make good, any loss or damage thereto arising from any cause whatsoever, other than the accepted risks and shall deliver up all the Works to the Engineer-in-Charge in a clean state, complete in every particular.

In the event of any loss or damage to Works & materials on the Site from any of the accepted risks, or loss or damage from accepted risk and fire to Govt.buildings handed over to contractor for execution of works referred to in Condition 47, the following provisions shall have effect:-

- (i) the Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris and so much of the Works as shall have been damaged, taking to the G.E.'s store such articles and/or materials as may be directed;
- (ii) the Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the erection and completion of the Works under and in accordance with the provisions and conditions of the contract; and
- (iii) there shall be added to the Contract Sum the net amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in respect of the re-execution of the Works lost or damaged, the replacement of any materials and things lost or damaged but not incorporated in the Works at the date when the loss or damage occurred, and the removal by the Contractor as provided above the debris and damaged Work referred to therein.

Provided always that the Contractor shall not be entitled to payment under this Condition in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract.

(c) Save as provided above, the Contractor shall at his own expense reinstate and make good to the satisfaction of the G.E. or make compensation for any injury, loss or damage occasioned to any property or right whatever including property and rights of Government (or agents, servants, or employees of Government) being injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further, the Contractor shall indemnify Government against all claims enforceable against Government (or any agent, servant or employee of Government) or which would be so enforceable against Government were Government, a private person, in respect of such injury (including injury resulting in death), loss or damage to any person whomsoever or property, including all claims which may arise under the Workmen's Compensation Act or otherwise.

**49. Completion.-** The Works shall be completed to the entire satisfaction of the G.E. and in accordance with the Contractor's forecast of time and progress where operative. All unused stores and materials, tools, plant, equipment, scaffolding, temporary buildings, huts and things belonging to the Contractor (other than such items as are required for rectification of defects) shall be removed and the Site of Works cleared of rubbish and all waste materials by the Contractor, at his own expense and delivered up clean and tidy to the satisfaction of the Engineer-in-Charge on or before the date for completion.

All unused or surplus stores and materials and other items out of those provided by the Government shall be returned by the Contractor, at his own expense, within such period as may be notified by the Engineer-in-Charge, to the place of issue against written receipts from the Engineer-in-Charge.

Soon after the rectification of defects, any stores and materials and other items mentioned above, retained for rectification of defects shall also be removed and Site and Works cleared as above and delivered to the Engineer-in-Charge in a neat state.

Immediately after completion of an item of Works or a group of items of Works for which a separate period of completion has been mentioned in contract, the Contractor shall give notice thereof to the Garrison Engineer.

In the case of groups of items of Works for which separate periods of completion are given in the Contract, the G.E. may take over from the Contractor such individual items as are completed to his satisfaction before the completion of the entire group, but for all purposes of the Contract except for

compensation for delay, the completion of the entire group shall be taken into account.

The G.E. shall take over from the Contractor from time to time items or groups of items of Works for which separate periods of completion have been mentioned in the contract and which have been completed to the satisfaction of the G.E.

The G.E. Shall certify to the Contractor the Date(s) on which the items or group of items of Works are completed and taken over and the state thereof.

The G.E. shall also certify to the Contractor the state of items or groups of items of the Works at the end of the defects liability period.

**50. Compensation for Delay.-** If the Contractor fails to complete the Works and clear the site on or before the date(s) fixed for completion, he shall, without prejudice to any other right or remedy of Government on account of such breach, be liable to pay compensation as under:-

- (a) in the case of Term Contracts, one per cent of the estimated value of the Requisition or the Works order for every week that the whole of the work remains uncompleted;
- (b) in the case of other contracts, one per cent of the Contract value of the item or group of items of Work (excluding the contract value of such individual items as are completed and taken over by G.E. on or before the date(s) fixed for completion, in terms of Condition 49 hereof) for which a separate period of completion is given in the Contract, for every week that the whole of the work in respect of the item or group of items of Works concerned remains uncompleted, even though the Contract as a whole be completed by the latest date-specified in the Contract for any item or group of items of Works.

For the purpose of this condition the 'Contract Value' shall be the value at contract rates of the work as actually ordered including all deviation orders on the Contractor.

When the delay is not a full week or in multiples of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved.

Provided always that the total amount of compensation to be paid under this Condition shall not exceed as mentioned below:-

- (a) In the case of Term Contracts, ten per cent of the estimated value of the Requisition or Works order as a whole;
- (b) In the case of other Contracts:-
  - (i) *Where the Contract sum does not exceed Rs.10 lakhs-* Ten per cent of the contract value of the item or group of items of Work for which a separate period of completion is given.
  - (ii) *Where the Contract sum exceeds Rs.10 lakhs but does not exceed Rs.20 lakhs-* Ten per cent of the contract value of the item or group of items of work for which a separate period of completion is given or Rupees one and a half lakhs whichever is less.
  - (iii) *Where the Contract sum exceeds Rs.20 lakhs-* Seven and a half per cent of the Contract value of the item or group of items of Work for which a separate period of completion is given subject to a maximum of Rupees seven and a half lakhs.

**51. Laws Governing the Contract:-** This Contract shall be governed by the Indian Laws for the time being in force.

**52. Cancellation of Contract for Corrupt Acts: -** The C.W.E. whose decision shall be final and binding, shall, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to Government, cancel the Contract in any of the following cases and the Contractor shall be subject to payment of any loss or damage resulting, from any such cancellation to the like extent as is provided in the case of cancellation for default:

If the Contractor shall –

- (a) offer or give or agree to give to any person in Government service any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for Government service, or
- (b) enter into a Contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payments thereof have previously been disclosed in writing to the Accepting Officer, or
- (c) obtain a contract with Government as a result of ring tendering or other *non bonafide* methods of competitive tendering without first disclosing the fact in writing to the Accepting Officer.

**53. Cancellation of Contract for Insolvency, Sub-letting, etc.-** The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to Government, cancel the Contract in any of the following cases: -

If the Contractor –

- (a) being an individual or if a firm, any partner thereof shall at any time be adjudged insolvent or

- have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him for behalf of his creditors ; or
- (b) being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
  - (c) assigns, transfers, sub-lets or attempts to assign, transfer or sub-let, any portion of the Works without the prior written approval of the Accepting Officer.

Whenever the Accepting Officer exercises his authority to cancel the Contract under this condition, he may complete the Works by any means at the Contractor's risk and expense provided always that in the event of cost of completion or after alternative arrangements have been finalised by the Government to get the Works completed, estimated cost of completion (as certified by G.E.) being less than the Contract cost, the advantage shall accrue to the Government. If the cost of completion or after alternative arrangements have been finalised by the Government to get the Works completed, estimated cost of completion (as certified by G.E.) exceeds the moneys due to the Contractor under this Contract, the Contractor shall either pay the excess amount ordered by G.E. or the same shall be recovered from the Contractor by other means. The Government shall also be at liberty to hold and retain in their hands materials, tackle, machinery and stores of all kinds on Site, as they may think proper and may at any time sell any of the said materials, tackle, machinery and stores and apply the proceeds of sale in or towards the satisfaction of any loss which may arise from the cancellation of the Contract as aforesaid.

The Government shall also be at liberty to use the materials, tackle, machinery and other stores on site of the contractor as they think proper in completing the work and the Contractor will be allowed the necessary credit. The value of the materials and stores and the amount or credit to be allowed for tackle and machinery belonging to the Contractor and used by the Government in completing the work shall be assessed by the G.E. and the amount so assessed shall be final and binding.

In case the Government completes or decides to complete the Works under the provisions of this Condition the cost of such completion to be taken into account in determining the excess cost to be charged to the Contractor under this Condition shall consist of the cost or estimated cost (as certified by G.E.) of materials purchased or required to be purchased and/or the labour provided or required to be provided by the Government as also the cost of the Contractor's materials used with an addition of such percentage to cover superintendence and establishment charges as may be decided by the C.W.E. whose decision shall be final and binding.

**54. Cancellation of Contract in part or in full for Contractor's Default.-** If the Contractor-

- (a) makes default in commencing the Works within a reasonable time from the date of the handing over the site, and continues in that state after a reasonable notice from G.E.  
or
- (b) in the opinion of the G.E. at any time, whether before or after the date or extended date for completion, makes default in proceeding with the Works, with due diligence and continues in that state after a reasonable notice from G.E.  
or
- (c) fails to comply with any of the terms and conditions of the Contract, or after reasonable notice in writing with orders properly issued thereunder,  
or
- (d) fails to complete the Works, Work order and items of Works, with individual dates for completion and clear the Site on or before the date of completion.

The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to Government, cancel the Contract as a whole or only such Work Order(s) or items of Work in default from the Contract. Whenever the Accepting Officer exercises his authority to cancel the Contract as a whole or in part under this Condition he may complete the Work by any means at Contractor's risk and cost, provided always that in the event of cost of completion or after alternative arrangements have been finalised by the Government to get the Works completed, estimated cost of completion (as certified by G.E.) being less than the Contract cost, the advantage shall accrue to the Government. If the cost of completion or after alternative arrangements have been finalised by the Government to get the Works, completed, estimated cost of completion (as certified by G.E.) exceeds the moneys due to Contractor under this Contract, the Contractor shall either pay the excess amount ordered by G.E. or the same shall be recovered from the Contractor by other means. The Government shall also be at liberty to hold and retain in their hands materials, tackle, machinery and stores of all kinds on Site, as they may think proper and may at any time sell any of the said materials, tackle, machinery and stores and apply the proceeds of sale in or towards the satisfaction of any loss which may arise from the cancellation of the Contract as aforesaid.

The Government shall also be at liberty to use the materials, tackle, machinery and other stores on Site of the Contractor as they think proper in completing the work and the Contractor will be allowed the necessary credit. The value of the materials and stores and the amount of credit to be allowed for tackle and machinery belonging to the Contractor and used by the Government in completing the work shall be assessed by the G.E. and the amount so assessed shall be final and binding.

In case the Government completes or decides to complete the Works or any part thereof under the provision of this Condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the Contractor under this Condition shall consist of the cost or estimated cost (as certified by G.E.) of materials purchased or required to be purchased and/or the labour provided or required to be provided by the Government as also the cost of the Contractor's materials used with an addition of such percentage to cover superintendence and establishment charges as may be decided by the C.W.E., whose decision shall be final and binding.

**55. Termination of Contract for Death** - Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Accepting Officer shall have the option of terminating the Contract without compensation to the Contractor.

**56. Termination of Contract (Applicable only to Term Contracts).** The Contract shall remain in force for a period of not less than six months and may be terminated at the end of that period or at any time thereafter provided that six weeks' notice in writing to that effect shall have previously been given by either party. Any Works for which written orders are issued before the termination of the Contract shall be deemed to be within the Contract although the time for completion is beyond the date of termination of the Contract.

**57. Special Powers of Determination (Applicable only to Measurement and Lump Sum Contracts)** – If at any time after the acceptance of the tender Government shall for any reason whatsoever not require the whole or any part of the Works, to be carried out, the C.W.E. shall give notice in writing of the fact to the Contractor, who 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 Works in full but which he did not derive in consequence of the foreclosing of the Works.

He shall be paid at Contract rates for the full amount of the Work executed including such additional Works, e.g., clearing of Site, etc., as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and materials collected but which could not be utilised on the Works as verified by the G.E.

**58. Fair Wage.**-(a) The contractor shall pay not less than the "fair wage" as defined below or the minimum wage fixed under the Minimum Wages Act, whichever is higher to labourers engaged by him on the Work.

"Fair Wage" means wage whether for time or piece work notified at the time of inviting tenders for the Work and where such wages have not been so notified the wages prescribed by the Chief Engineer for the stations at which the Work is done.

(b) The Contractor shall notwithstanding the provision of any Contract to the contrary, cause to be paid a 'fair wage' or minimum wage fixed under the Minimum Wages Act whichever is higher to labourers indirectly engaged on the Work including any labour engaged by his sub-contractors in connection with the said Work, as if the labourers had been directly employed by him.

(c) In respect of all labour directly or indirectly employed on the Works for the performance of the Contractor's part of this Agreement, the Contractor shall comply with or cause to be complied with the M.E.S. Contractor's Labour Regulations (appended hereto as Annexure 'A' to these Conditions) in regard to all matters provided therein and with all other Labour Laws as may be applicable.

(d) The Garrison Engineer concerned shall have the right to deduct, from the moneys due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages, which are not justified by the terms of the Contract or non-observance of the Regulations.

(e) Vis-à-vis the Government, the Contractor shall be primarily liable for all payments to be made under, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

(f) The Regulations aforesaid shall be deemed to be a part of this Contract and any breach thereof shall be a breach of this Contract.

**59. Blank.**

**60. Blank**

## CHAPTER IV

### VALUATION AND PAYMENT

**61. Records and Measurement.-** All items having a financial value shall be entered in the M.E.S. Measurement Book I.A.F.W.-2261 or in the case of Term Contracts for maintenance and repair work, on other approved Army Form, as applicable so that a complete record is obtained of all Work performed under the Contract.

Building, etc., priced in Schedule "A" as a unit lump sum will be entered by number as the unit lump sum.

Work carried out for agreed lump sums will be described and similarly recorded.

Lump sum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of Government under the Contract.

Work which falls to be measured in details shall be measured physically, without reference to any local custom that may obtain, excepting where it may otherwise be directed in the tender documents. The measurements shall be taken jointly by any person or persons duly authorized on the part of the M.E.S. and by the Contractor.

The Engineer-in-Charge shall give reasonable notice in writing to the Contractor of appointment for measurement.

The contractor shall, without extra charge, provide assistance with every appliance and other things necessary for measurement.

The Contractor shall bear all the costs of his own measurement.

Measurements shall be entered in the M.E.S. Measurement Book or other approved Army Form as applicable and signed and dated by both parties each day on the Site on completion of measurement. If the Contractor objects to any of the Measurements recorded on behalf of the M.E.S. a note to that effect will be made in the M.E.S. Measurement Book or other approved Army Form as applicable against the item or items objected to; and such note shall be signed and dated by both parties engaged in taking the measurements.

If as a result of such objection, it becomes necessary to re-measure the Work wholly or in part the expense of such re-measurement shall be borne by the party requiring the measurements to be retaken provided that a net error is found by this re-measurement to amount to less than 5 per cent of the value as recorded by the first measurements. But where the net errors amount to 5 per cent or over of the said value, then the cost is to be borne by the other Party. In any case, if the net value of errors found exceeds Rs.500, the expense of re-measurement is to be borne by the other party.

If the Contractor's representative fails to attend when required, the Engineer-in-Charge shall have power to proceed by himself to take measurements and in that case, these measurements shall be accepted by the Contractor as final.

**62. Valuation of Deviations.-** The value of items of work covered by deviation orders shall be ascertained by measurements or lump sum assessment in the following order of precedence:-

*(A) Applicable to lump Sum Contracts based on Bills of Quantities -*

- (a) At applicable rate in the Bill of Quantities for the building/item of Work, in which the deviation is involved;
- (b) At lowest applicable rate in any other Bill of Quantities;
- (c) At Pro-rata rate based on lowest rate for analogous item in the Bill of Quantities for the building/item of Work to which the deviation refers;
- (d) At pro-rata rate based on lowest rate for analogous items in any other Bill of Quantities.

*(B) Applicable to Lump Sum Contract based on Pre-priced Schedule "A" –*

- (a) At applicable rate in relevant part of Schedule "A" in which the deviation is involved;
- (b) At pro-rata rate based on analogous items in relevant part of Schedule "A" in which the deviation is involved;
- (c) At applicable rate in the M.E.S. Schedule;
- (d) At pro-rata rate based on analogous items in the M.E.S. Schedule.

The rates at (a) to (d) above shall be subject to the Contractor's Percentage.

*(C) Applicable to Lump Sum Contracts based on Drawings and Specifications-*

- (a) At applicable rate in relevant part of Schedule "A" in which the deviation is involved;
- (b) At pro-rata rate based on analogous items in relevant part of Schedule "A" in which the deviation is involved;

- (c) At applicable rate in the M.E.S. Schedule ;
- (d) At pro-rata rate based on analogous items in the M.E.S. Schedule.

The rates at (c) and (d) above shall be subject to the percentage inserted in tender documents for pricing deviations.

(D) *Applicable to Measurement (Percentage Rate) and Term Contracts –*

- (a) At applicable rate in the M.E.S. Schedule ;
- (b) At pro-rata rate based on analogous items in the M.E.S. Schedule.

The rates at (a) and (b) above shall be subject to the Contractor's percentage.

(E) *Applicable to Item Rate Contracts –*

- (a) At applicable rate in Schedule "A"
- (b) At pro-rata rate based on analogous items in Schedule "A"

(F) *Applicable to Contracts comprising Sections/Parts conforming to types (A) to (E) above-*

The principles enunciated in paras (A) to (E) shall apply to the corresponding parts of the Contract.

(G) *For all Contracts –*

If any Work, the rate for which cannot be obtained by any of the methods referred to in paras (A) to (E) above, has been ordered on the Contractor, the rate shall be decided by the G.E. on the basis of the cost to the Contractor at Site of Works plus 10% to cover all overheads and profit. Provided that if the Contractor is not satisfied with the decision of the G.E., he shall be entitled to represent the matter to the C.W.E. within seven days of receipt of the G.E.'s decision and the decision of the C.W.E. thereon shall be final and binding.

If any alterations or additions (other than those authorized to be executed by day work or for an agreed sum) have been covered up by the Contractor without his having given notice of his intention to do so, the Engineer-in-Charge shall be entitled to appraise the value thereof and in the event of any dispute the decision of the G.E. thereon shall be final and binding.

**63. Re-imburement/refund on variation in price.** – If during the progress of the Works the price of any materials required to be incorporated in the Works (not being a material supplied from the G.E.'s stores in accordance with Condition 10 hereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase exceeds ten per cent of the price and/or wages prevailing at the time of acceptance of the tender for the Work and the Contractor thereupon necessarily and properly pays, in respect of that material (incorporated in the Works) such increased price and/or in respect of labour required for and engaged on the execution of the work such increased wages, then the amount of contract shall accordingly be varied *protanto*, provided always that any increase so payable is not in the opinion of the C.W.E. (whose decision shall be final and binding) attributable to delay in the execution of the contract within the control of the contractor.

Provided, however, no re-imburement shall be made if the increase is not more than 10% of the said prices/wages and if so, the re-imburements shall be made only on the excess over 10% and provided further that any such increase shall not be payable if such increase has become operative after the contract or extended date of completion of the work in question.

If during the progress of the Works, the price of any material incorporated in the Works (not being a material supplied from the G.E.'s stores in accordance with Condition 10 hereof) and/or wages of labour is decreased as a result of coming into force of any fresh law or statutory rule or order (but not due to any changes in sales tax) and such decrease exceeds ten per cent of the prices and/or wages prevailing at the time of acceptance of the tender for the Work, Government shall in respect of materials incorporated in the Works (not being materials supplied from the G.E.'s stores in accordance with Condition 10 hereof) and/or labour engaged on the execution of the Work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the Contractor such amount as shall be equivalent to difference between the prices of materials and/or wages as they prevailed at the time of acceptance of tender for the Work *minus* ten per cent thereof and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order.

The Contractor shall, for the purpose of this condition keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government, and further shall, at the request of the Garrison Engineer furnish, verified in such a manner as the Garrison Engineer may require, any documents so kept and such other information as the G.E. may require.

The Contractor shall, within a reasonable time of his becoming aware of any alteration to the prices of any such material, and/or wages of labour, give written notice thereof to the G.E. stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply.

**64. Advances on Account** – The contractor may at intervals of not less than 30 days submit

claims on I.A.F.W.-2263 for payment of advances on account of work done and of materials delivered in connection with Measurement and Lump Sum Contracts.

Advance payment against each individual work order issued under a Term Contract shall be made also at intervals of not less than one month provided the estimated value of the work performed is not less than Rs.3,000 for new works and Rs.10,000 for repair services and the value of payment on account is not less than Rs.1,500 and Rs.5,000 respectively.

The Contractor shall be entitled to be paid in respect of such claims at the following percentages of the value of work executed on the Site to the satisfaction of the Engineer-in-Charge:-

- (a) For Works not exceeding Rs.5 lakhs-90 per cent of the value of work executed
- (b) For Works exceeding Rs.5 lakhs but not exceeding Rs.10 lakhs – 90 per cent of the value of work executed for the first 5 lakhs and 92 ½ per cent of the value of work executed for the balance.
- (c) For Works exceeding Rs.10 lakhs - 90 percent of the value of work executed for the first 5 lakhs; 92 ½ per cent of the value of work executed for the next 5 lakhs and 95 per cent of the value of work executed for the balance.

Provided the amount the retention money recovered from the contractor under the contract shall not exceed Rs.1.5 lakhs.

Provided further, the Contractor may be paid advance on account to the full value of work executed on the Site on his furnishing Guarantee Bond(s) or Fixed Deposit Receipt(s) from a Scheduled Bank for the amount of the retention money which should otherwise be recoverable from him under the contract.

The Guarantee Bond shall be executed for a period and on a form as directed by the Accepting Officer. The Contractor shall further arrange to extend the period of Guarantee Bond or shall furnish a fresh Guarantee Bond of similar value so as to cover the period till the payment of the final bill.

In the case of Fixed Deposit Receipts, the same shall be for a period exceeding 6 months beyond the period of contract and shall be endorsed in accordance with the Government Securities Manual for the time being in force. If the Fixed Deposit Receipts are in the name of the Contractors, they shall be transferred/endorsed to the Controller of Defence Accounts concerned in such a way that they can be encashed by the said Controller of Defence Accounts without reference to the Contractor. In the event of delay in the preparation of the final bill, the Contractor shall make arrangements with the Bank for suitable extension of the fixed deposit period.

In the case of Measurement and Lump Sum Contracts the Contractor shall also be entitled to be paid during the progress of the Works 85 per cent of the value of any materials which are in the opinion of the Engineer-in-Charge in accordance with the Contract and which have reasonably been brought on the Site in connection therewith and are adequately stored and/or protected against damage by weather or other causes, but which have not at the time of the advance been incorporated in the Works.

Provided always that payment shall not be made under these periodical certificates in respect of perishable materials ( the discretion of the G.E. as to what is perishable being final and binding).

Any sum due from the Contractor on account of Transport, Stores, or any such matter provided by Government shall be deducted from the first or next subsequent advance.

The G.E. shall from time to time certify the sums to which the Contractor is entitled after retaining the reserve.

Any certificate relating to Work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate and no certificate of the G.E. supporting an advance payment shall of itself be conclusive evidence that any Work or materials to which it relates are in accordance with the Contract.

**65. Final Bill (Applicable only to Measurement and Lump Sum Contracts).-** The Final Bills shall be submitted by the Contractor on IAFW-2262 in duplicate within three months of physical completion of the works to the satisfaction of the Engineer-in-Charge.

It shall be accompanied by all abstracts, vouchers, etc., supporting it and shall be prepared in the manner prescribed by the G.E.

No further claims shall be made by the Contractor after submission of the Final Bill and these shall be deemed to have been waived and extinguished.

The Contractor shall be entitled to be paid the final sum less the value of payments already made on account, subject to the certification of the final bill by the G.E.

No charges shall be allowed to the Contractor on account of the preparation of the final Bill.

**65 A Final Bill (Applicable only to Term Contracts)-** The Final Bill shall be submitted by the Contractor on I.A.F.W. 2262 in duplicate, accompanied by all supporting abstracts, vouchers, etc., except I.A.Fs.W.- 2158 and 1833 prepared in the manner prescribed by the G.E., within three months of physical completion of the works to the satisfaction of the Engineer-in-Charge. In respect of Works orders arising out of unit requisitions or M.E.S. inspections for maintenance and repairs, any portion of such an order which remains uncompleted at the date of the next subsequent requisition or inspection may, purely to facilitate payment for completed Work and without prejudice to any other right or remedy of Government in respect of any such delay, be deleted and the Works Order, as so amended

forthwith, billed for final payment.

No further claims shall be made by the Contractor after submission of a Final Bill and these shall be deemed to have been waived and extinguished. The Contractor shall be entitled to be paid the full measured value of the Works Order, less the value of payments made on account and of any charges properly preferred under the Conditions of Contracts for Government Stores, etc. supplied on repayment, subject to the certification of the final bill by the G.E.

When fractions of a rupee occur in the totals of bills fractions less than half a rupee shall be disregarded and half a rupee and over taken as a rupee.

No charges shall be allowed to the Contractor on account of the preparation of a final bill.

**66. Payments of Bills** – Payment of those items of the Final Bill in respect of which there is no dispute shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the Bill by the G.E.:-

(a) *Contract amount not exceeding Rs.5 lakhs – Four months*

(b) *Contract amount exceeding Rs.5 lakhs – Six months*

After payment of the amount of the final bill payable as aforesaid has been made, the Contractor, may if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.

All payments due under this Contract shall be made by means of a crossed cheque to the Contractor 'A/c Payee' only at the treasury located in the station where either the Work is executed or services rendered or at the treasury nearest to the station where the office of the G.E. is located.

The Contractor is required to acknowledge receipt of all cheques issued in his favour. With regard to Cheques sent to him by post, he shall acknowledge receipt within fifteen days from the date of their receipt. Failure on the part of the Contractor to acknowledge receipt will render him liable to forfeit the facility of receiving cheques by post and unless the Contractor furnishes a satisfactory explanation for his default in this respect payment through cheques sent by post shall not be resumed, and the Contractor shall be required to obtain cheques for future payments on this Contract from the office of the Garrison Engineer after rendering proper receipt.

**67. Recovery from Contractor.**- (a) Whenever any claim(s) for payment of sum of money arise(s) out of or under this Contract against the contractor, the Contractor shall on demand make the payment of the same or agree for effecting adjustment from any amounts due to him by the Government. If, however, he refuses or neglects to make the payment on demand, or does not agree for effecting adjustment from any amounts due to him, Government shall be entitled to withhold an amount not exceeding the amount of the claim(s), from any sum when due or which at any time thereafter may become due to the Contractor, under this or any other Contract with the Government or from any other sum due to the Contractor from the Government (which may be available with the Government) or from the Contractor's Security Deposit or Security Bond amount, and retain the same by way of lien till such time, payment is made by the Contractor or till the claim(s) is/are settled or adjudicated upon, or till the Contractor, at his expense furnishes Fixed Deposit Receipt(s) duly endorsed as directed by the Accepting Officer, or a Guarantee Bond from a Scheduled Bank for an amount equal to the amount of the claim(s) in the form as directed by the Accepting Officer.

(b) It is an agreed condition of this Contract that the sum of money so withheld or retained as and by way of lien under this condition by the Government, will be kept withheld or retained as such by the Government, till the claim(s) arising out of or under this Contract is/are settled or adjudicated upon and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such sum so withheld.

(c) For the purpose of this Condition, where the contractor is a Partnership Firm, the Government shall be entitled to withhold in whole or in part as may be necessary to cover the amount claimed, any sum found payable to any partner of the Firm, whether in his individual capacity or otherwise.

(d) Any amount due to the Contractor under this contract may be withheld by way of lien against any amount claimed or which may at any time hereafter be claimed by the Government from the contractor on any account whatsoever, under this or any other contract between them and retained, till the claim(s) is/are settled or adjudicated upon.

(e) Government reserve the right to carry out post-payment audit and technical examination of the works and Final Bill, including all supporting vouchers, abstracts, etc. Government further reserve the right to carry out the aforesaid examination and enforce recovery when detected, notwithstanding the fact that the amount of the Final Bill may have been included by one of the parties as an item of dispute before an Arbitrator appointed under the Arbitration clause of the Contract and notwithstanding the fact that the amount of the Final Bill figures in the Arbitrator's award.

(f) If, as a result of such audit and technical examination, any over-payment is discovered in respect of the work done under this Contract, the contractor shall on demand make payment of a sum equal to the amount of over-payment or agree for effecting necessary adjustment from any amounts due to him by Government. If however, he refuses or neglects to make the payment on demand or does

not agree for effecting adjustment from any amounts due to him, Government shall be entitled to take action as in sub para (a) hereinbefore. If as a result of such audit and technical examination any under payment is discovered, the amount of under payment shall be duly paid to the Contractor by Government.

(g) Provided, that, nothing hereinbefore contained shall entitle the Government to recover any over payment in respect of any price agreed between the C.W.E. or the G.E. and the Contractor under the circumstances specifically prescribed for such method of assessment and that the said right of the Government to adjust over-payment from any sum due or from any sum which may become due to the Contractor or from Security Deposit or Security Bond amount and adjust under payment, shall not extend beyond a period of two years from the date of payment of the undisputed portion of the Final Bill or in the case of a minus Bill, from the date, the net amount of the final bill is communicated to the Contractor.

(h) All notices under this condition shall be given by the G.E.

**68. Refund of Security Deposit.-** The Security Deposit mentioned in Condition 22 above may be refunded to the Contractor after the expiration of the defects liability period (vide Condition 46) by the G.E. provided always that the Contractor shall first have been paid the Final Bill and have rendered a No-Demand Certificate (I.A.F.A.-451)

The additional Security Deposit referred to in para 2 of Condition 22 may be refunded to the contractor, by the G.E. in two stages, viz. 50% of the additional Security Deposit on payment of the undisputed portion of the Final Bill provided there are no claims outstanding against the Contractor and the balance 50% after expiration of the defects liability period (vide Condition 46), provided the contractor shall first have rendered a No-Demand Certificate (I.A.F.W. - 451).

**69. Issue of notices.-** Subject as otherwise provided in this Contract, all notices to be given on behalf of the President of India and all other actions to be taken on his behalf may be given or taken on his behalf by the G.E. or any officer for the time being entrusted with the functions, duties and powers of the G.E.

**70. Arbitration.-** All disputes, between the parties to the Contract (other than those for which the decision of the C.W.E. or any other person is by the Contract expressed to be final and binding) shall, after written notice by either party to the Contract to the other of them, be referred to the sole arbitration of an Engineer officer to be appointed by the authority mentioned in the tender documents.

Unless both parties agree in writing such reference shall not take place until after the completion or alleged completion of the Work or termination or determination of the Contract under Condition Nos. 55, 56 and 57 hereof.

Provided that in the event of abandonment of the Works or cancellation of the Contract under Condition Nos. 52, 53 or 54 hereof, such reference shall not take place until alternative arrangements have been finalized by the Government to get the Works completed by or through any other Contractor or Contractors or Agency or Agencies.

Provided always that commencement or continuance of any arbitration proceeding hereunder or otherwise shall not in any manner militate against the Government's right of recovery from the contractor as provided in Condition 67 hereof.

If the Arbitrator so appointed resigns his appointment or vacates his office or is unable or unwilling to act due to any reason whatsoever, the authority appointing him may appoint a new Arbitrator to act in his place.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties, asking them to submit to him their statement of the case and pleadings in defence.

The Arbitrator may proceed with the arbitration, *exparte*, if either party, in spite of a notice from the Arbitrator fails to take part in the proceedings.

The Arbitrator may, from time to time with the consent of the parties, enlarge, the time upto but not exceeding one year from the date of his entering on the reference, for making and publishing the award.

The Arbitrator shall give his award within a period of six months from the date of his entering on the reference or within the extended time as the case may be on all matters referred to him and shall indicate his findings, along with sums awarded, separately on each individual item of dispute.

The venue of Arbitration shall be such place or places as may be fixed by the Arbitrator in his sole discretion.

The award of the Arbitrator shall be final and binding on both parties to the Contract.

## ANNEXURE 'A'

### MILITARY ENGINEER SERVICES CONTRACTOR'S LABOUR REGULATIONS

**1.Short Title-** These regulations may be called "The Military Engineer Services Contractor's Labour Regulations."

**2. Definitions-** In these Regulations, unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say:-

(a) 'Labour' means workers employed by a Military Engineer Services Contractor directly or indirectly through a sub-contractor or other person or by an agent on his behalf, on a payment not exceeding Rs. 400 per month and will not include supervisory staff like overseers, etc.

(b) 'Fair Wages' means wages whether for time or piece work notified at the time of inviting tenders for the Work and where such Wages have not been so notified, the Wages prescribed by the Chief Engineer for the stations at which the Work is done.

(c) 'Contractor' shall include every person whether a sub contractor or headman or agent, employing labour on the Work taken on Contract.

(d) 'Wages' shall have the same meaning as defined in the payment of Wages Act and includes time and piece rate wage.

**3. Display of Notices regarding Wages, etc.-** The Contractor shall-

(a) before he commences his Work on Contract, display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition in conspicuous places on the Work, notices in English and in the local Indian Languages, spoken by the majority of the workers, giving the rate of wages which have been certified by the G.E. as fair wages and the hours of Work for which such wages are earned, and

(b) send a copy of such notices to the certifying officers.

**4. Payment of Wages-** (a) Wages due to every worker shall be paid to him direct.

(b) All wages shall be paid in current coin or currency or in both.

**5. Fixation of Wage Periods-**(a) The Contractor shall fix the wage period in respect of which the wages shall be payable.

(b) No wage period shall exceed one month.

(c) Wages of every workman employed on the Contract shall be paid before the expiry of seven days, after the last day of the wage period in respect of which the wages are payable.

(d) When the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

(e) All payments of wages shall be made on a working day except when the Work is completed before the expiry of the wage period, in which case final payment shall be made within 48 hours of the last working day.

*Note.-* The term “working day” means a day on which the work on which the labour is employed is in progress.

**6. Wage Book and Wage Slips, etc.-**(a) The Contractor shall maintain a Wage Book of each worker in such form as may be convenient, but the same shall include the following particulars: -

(i)Rate of daily or monthly wages,

(ii)Nature of work on which employed.

(iii)Total number of days worked during each wage period.

(iv) Total amount payable for the work during each wage period.

(v) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.

(vi) Wages actually paid for each wage period.

(b) The Contractor shall also maintain a Wage Slip for each worker employed on the Work.

**7. Fines and Deductions which may be made from Wages: -**(a) The Wages of a worker shall be paid to him without any deductions of any kind except the following: -

(i) Fines

(ii) Deductions for absence from duty, i.e., from the place or places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

(iii)Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.

(iv) Any other deductions which the Central Government may from time to time allow.

(b) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.

(c) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three Paise in a rupee of the wages payable to him in respect of that wage period.

(d) No fine imposed on any worker shall be recovered from him by instalments or after the expiry of 60 days from the date on which it was imposed.

**8. Register of Fines, etc. –** (a) The contractor shall maintain a Register of Fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.

(b) The Contractor shall maintain a list, in English and in the local Indian language clearly defining acts and omissions for which penalty of fines can be imposed. He shall display such list and maintain it in a clean and legible condition in conspicuous places on the Work.

**9. Preservation of Registers-** The Wage Book, the Wage Slip and the Register of Fines and Deductions required to be maintained under these Regulations shall be preserved for 12 months after the date of last entry made in them.

**10. Powers of Labour Welfare officers to make investigation or enquiry-** The Labour Welfare Officer or any other person authorised by the Government of India on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observances of the

fair wage clauses and the provisions of these Regulations. He shall investigate into any complaint regarding the default made by the Contractor or sub-contractor in regard to such provisions.

**11. Report of Labour Welfare Officer-** The Labour Welfare Officer or other person authorised as aforesaid shall submit a report of the results of his investigation or enquiry to the Garrison Engineer concerned, indicating the extent, if any, to which the default has been committed, with a note that necessary deductions from the Contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the Contractor under clause 12 of these Regulations, actual payment to labourers will be made by the Garrison Engineer after the Regional Labour Commissioner has given his decision on such appeals.

**12. Appeal against the decision of Labour Welfare Officers: -** Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorised may appeal against such decision to the Regional Labour Commissioner within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Garrison Engineer concerned but subject to such appeal, the decision of the Officer shall be final and binding upon the Contractor.

**13. (a)** A workman shall be entitled to be represented in any investigation or enquiry under these Regulations by-

(i) an officer of a registered trade union of which he is a member ;

(ii) an officer of a federation of trade unions to which the trade union referred to in clause (i) is affiliated ;

(iii) where the worker is not a member of any registered trade union, by an officer of a registered trade union connected with or by any other workman, employed in the industry in which the worker is employed.

(b) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by -

(i) an officer of an association of employers of which he is a member ;

(ii) an officer of a federation of associations of employers to which the association referred to in clause (i) is affiliated ;

(iii) where the employer is not a member of any association of employers, by an officer of an association of employers connected with or by any other employer, engaged in the industry in which the employer is engaged.

(c) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these Regulations.

**14. Inspection of Registers-** The Contractor shall allow inspection of the Wage Book, the Wage Slips and the Register of Fines and Deductions to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Welfare Officer, or any other person authorised by the Government of India on his behalf.

**15. Submission of Return –** The Contractor shall submit periodical returns as may be specified from time to time.

**16. Amendment-**The Government of India, may from time to time, add to or amend these Regulations and on any questions as to the application, interpretation or effect of these Regulations the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner to the Government of India or any other person authorised by the Government in that behalf shall be final.

## ANNEXURE 'B'

### M.E.S. SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable foot-holds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (1/4 horizontal and 1 verticle).

2. Scaffolding or staging more than 3.5 Metres above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside, and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working Platform, Gangways and Stairways should be so constructed that they should not sag unduly or unequally, and if the height of the Platform or the Gangway or the Stairway is more than 3.5 Metres above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described in (2) above.

4. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose

minimum height shall be 1 Metre.

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms. for ladder upto and including 3 Metres in length. For longer ladders this width should be increased at least 6 mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the Sites of Work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action 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.

6. **Excavation and Trenching-** All trenches 1.2 Metres or more in depth, shall at all times be supplied with at least one ladder for each 30 Metres in length or fraction after thereof ladder shall be extended from bottom of the trench to at least 1 Metre above the surface of the ground. The sides of the trenches which are 1.5 Metres or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 Metres of the edge of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

7. **Demolition-** Before any demolition work is commenced and also during the process of the work-

- (a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected ;
- (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged ;
- (c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use ; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

- (a) Workers employed on mixing Asphaltic materials, Cement and lime mortars shall be provided with protective footwear and protective goggles.
- (b) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
- (c) Those engaged in welding works shall be provided with Welder's protective eyeshields.
- (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (e) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the Public.
- (f) The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the Work of lead painting, the following precautions should be taken: -
  - (i) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
  - (ii) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
  - (iii) overalls shall be supplied by the Contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and at cessation of Work.

9. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the Works.

10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standard or conditions: -

- (a) (i) These shall be of good mechanical construction, sound *material* and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.
- (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of

durable quality and adequate strength and free from patent defects.

- (b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under an age of 21 years should be in-charge of any hoisting machine including any scaffold winch or give signals to the operator.
- (c) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (d) In case of departmental machine, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the Contractor shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to Site of Work and get it verified by the Electrical Engineer concerned.

11. Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

12. All scaffolds, ladders and other safety devices, mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

13. These safety provisions should be brought to the notice of all concerned by display on a Notice Board at a prominent place at the workspot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.

14. To ensure effective enforcement of the rules and regulations relating to Safety precautions, the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineer-in-Charge of the department or their representatives.

15. Notwithstanding the above clauses from (1) to (14) there is nothing in these to exempt the Contractor, to exclude the operations of any other Act or Rules in force in the Republic of India.

## **ANNEXURE-‘C’**

### **M.E.S. MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKMEN EMPLOYED BY CONTRACTORS**

**1. Application-** These rules shall apply to all the building and construction Works in charge of M.E.S.

**2. Definitions-**

- (a) ‘Workplace’ means a place at which on an average fifty or more workers are employed in connection with construction Work.
- (b) ‘Large Workplace’ means a place at which on an average, 500 or more workers are employed in connection with construction Work.

**3. First-Aid-**

- (a) At every workplace, there shall be maintained in a readily accessible place first-aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool. The appliances shall be kept in good order and in large work places, they shall be placed under the charge of a responsible person who shall be readily available during working hours.
- (b) At large workplaces, where hospital facilities are not available within easy distance of the Works, First-aid posts shall be established and be run by a trained compounder.
- (c) Where large workplaces are remote from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

(d) Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities such as a car, shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospitals.

**4. Accommodation of Labour-** The Contractor shall during the progress of the Works provide, erect and maintain at his own expense and to approved standards and scales all necessary temporary-

- (a) living accommodation.
- (b) bazar.

**5. Drinking water-**

- (a) In every workplace, there shall be provided and maintained at suitable places easily accessible to labour a sufficient supply of cold water fit for drinking.
- (b) Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where such drinking water shall be stored.
- (c) Every water supply of storage shall be at a distance of not less than 15 Metres from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and water proof.
- (d) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

**6. Washing and Bathing Places-**

- (a) Adequate washing and bathing places shall be provided separately for men and women.
- (b) Such places shall be kept in clean and drained condition.

**7. Scale of Accommodation in Latrine and Urinals-**There shall be provided within the precinct of every workplace latrines and urinals in an accessible place and the accommodation, separately for each of them, shall not be less than the following scales: -

	No.of Seats
(a) Where the number of persons does not exceed 50 . . . . .	2
(b) Where the number of persons exceeds 50 but does not exceed 100 . . . . .	3
(c) For every additional 100. . . . .	3
	per hundred

In particular cases the Garrison Engineer shall have the power to vary the scale, where necessary.

**8. Latrines and Urinals for Women-** If women are employed, separate latrines and urinals screened from those for men and marked in the vernacular in conspicuous letters “FOR WOMEN ONLY” shall be provided on the scale laid in Rule 7. Those for men shall be similarly marked “FOR MEN ONLY”. A poster showing the figure of a man and woman shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close to the latrines and urinals.

**9. Latrines and Urinals-** Except in workplaces provided with waterflushed latrines connected with a water borne sewage system all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacle shall be tarred inside and outside at least once a year.

**10. Construction of Latrines-** The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent material and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for this purpose and kept available for inspection.

**11. Disposal of Excreta-**Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local Medical, Health and Cantonment Authorities. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a 15 cms. layer of waste or refuse and then covering it up with a layer of earth for a fortnight (when it will turn into manure).

The Contractor shall at his own expense carry out all instructions issued to him by the Engineer-in-Charge to effect a proper disposal of soil and other conservancy work in respect of the Contractor’s work people or employees on the Site. The Contractor will bear the cost of any charges

levied by the Cantonment Authority for the execution of such Work on his behalf.

**12. Provision of shelters during rest.**- At every workplace there shall be provided free of cost four suitable sheds two for meals and two other for rest separately for men and women for the use of labour. The height of the shelter shall not be less than 3.5 Metres from the floor level to the lowest part of the roof.

**13. Creche**

- (a) At every workplace, at which 50 or more women workers are ordinarily employed, there shall be provided two huts for the use of children under the age of 6 years, belonging to such women. One hut shall be used for infant's games and play, and the other as their bed room. The huts shall not be constructed on a lower standard than the following: -
  - (i) thatched roofs,
  - (ii) mud floors and walls,
  - (iii) plants spread over mud floor and covered with mattings.
- (b) Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut and one Dai to look after the children of women workers.
- (c) The size of creche or creches shall vary according to the number of women workers.
- (d) The creche or creches shall be properly maintained and necessary equipment like toys, etc. shall be provided.

The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two 'dais' in attendance. Sanitary utensils shall be provided to the satisfaction of the local Medical, Health and Cantonment Authorities. The use of the huts shall be restricted to children, their attendants and mothers of the children.

**14. Canteen-** A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered expedient.

**15.** The planning, siting and erection of the above buildings shall be approved by the Engineer-in-Charge and the whole of such temporary accommodation shall at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer-in-Charge and at the Contractor's expense. The Contractor shall conform generally to the sanitary requirements of the local Medical, Health and Cantonment Authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the Site.

On completion of the Works the whole of such temporary buildings shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed off and the whole of site left clean and tidy to the entire satisfaction of the Engineer-in-Charge and at the Contractor's expense.

कार्यालय, रक्षा लेखा महानियंत्रक  
Office of the Controller General of Defence Accounts  
उलान बटार मार्ग, पालम, दिल्ली छावनी -110010  
Ulan Batar Road, Palam, Delhi Cantt -110010

No:- 18020/AT-X/XXXIII(PC)

Dated :- 23-4-2015

To

All Regional PCsDA/CsDA

Sub :- Military Engineer Services - Amendments to General Conditions of Contracts -IAFW 2249.

-----xxx-----

A copy of GOI MOD letter No. PC-1 to 33487/IAFW-2249/R/01/2011/D(Works-II) dated 24<sup>th</sup> March 2015 containing amendments to General Condition of Contracts IAFW-2249 has been uploaded on the website of HQrs office. Please download the same for information, guidance and necessary action.

  
Sr.AO(AT)

Copy to :-

✓ EDP Centre(Local)

With the request to upload the same on HQrs office website.

  
Sr.AO(AT)

Tele: 011-23019154

Dte of Contract Management  
Military Engineer Services  
Engineer-in-Chief's Branch  
Integrated HQ of MOD (Army)  
Kashmir House, Rajaji Marg  
New Delhi - 110 011

33487/IAFW-2249/R/02/E8

08 Apr 2015

List 'A' & 'B'  
ADG (OF & DRDO)

**MILITARY ENGINEERING SERVICES-AMENDMENTS TO GENERAL  
CONDITIONS ON CONTRACTS-IAFW 2249**

1. A copy of GOI, MoD Letter No. PC-1 to 33487/IAFW-2249/R/01/  
/2011/D (Works-II) dated 24<sup>th</sup> Mar 2015 containing amendments (Serial  
No. 18 to 40) to General Condition of Contracts IAFW-2249 is enclosed  
herewith for your further necessary action please.

Encls : 13 Sheets

  
(Bhavesh Gupta)  
Dir (Contracts)  
For E-in-C

Copy to :-

Automation Cell -

Please upload this letter alongwith MoD letter duly  
scanned on MES website in "General Information"  
tab.

CGDA



PC-1 to 33487/IAFW-2249/R/ Q1 /2011/D(Works-II)  
 Government of India ,  
 Ministry of Defence,  
 New Delhi ,the 24<sup>th</sup> Mar 2015

To  
 The Chief of the Army Staff  
 New Delhi

MILITARY ENGINEER SERVICES-AMENDMENTS TO GENERAL CONDITIONS  
 OF CONTRACTS -IAFW 2249

Sir,

Sanction of the Government is hereby accorded to the following amendments (serial 18 to 40 ) to the General Conditions of Contracts IAFW 2249 :-

Amendment No	Page No	Particulars
18 1989	3 and 4	<p><u>(a) Condition 1(a) ,line 4</u>            For : “ the M.E.S. Schedule ,the Specifications”            Read: “the M.E.S. Schedule ,the Special Conditions, the Specifications”</p> <p><u>(b) Condition 1(b) ,line 2</u>            For : “ these conditions , and the Specifications”            Read: “these conditions , the Special Conditions and the Specifications “</p> <p><u>(c) Condition 1(b) ,line 3</u>            For : “ loaned”            Read: “ sold ”</p> <p><u>(d) Condition 1(g) ,line 3</u>            For : “Garrison Engineer” who administers”            Read: “Garrison Engineer”(or Assistant Garrison Engineer (Independent) if applicable) who administers”</p> <p><u>(e) Condition 1(g) ,line 3</u>            In the end ,add the following :            “ Where the office of the CWE does not exist and the GE is directly under the Chief Engineer, the authority of the CWE stipulated in these conditions shall vest in the concerned Chief Engineer .“</p> <p><u>(f) Condition 1(h) ,line 3</u>            For : “the Superintendent Grade I”            Read: “the Junior Engineer (JE)”</p> <p><u>(g) Condition 1(i) ,line 1</u>            For: “Indian Standards Institution.”            Read: “Bureau of Indian Standards.”</p>

Amendment No	Page No	Particulars
18 1989	3 and 4	<p><u>(h) Condition 1(p) ,line 4</u> For : "air craft and acts of God" Read: "air craft and natural calamities "</p> <p><u>(j) Condition 1(p) ,line 5</u> For: "floods and tornado." Read: "floods, tornado and Tsunami. "</p>
19 1989	5	<p><u>(a) Condition 4 A ,line 7</u> For : " Rs. 60,000/-" Read: " Rs. 1,50,000/-"</p> <p><u>(b) Condition 4 A(a) ,line 4</u> For : " Rs. 2,500/-" Read: " Rs. 10,000/-"</p> <p><u>(c) Condition 4 A(c) ,line 4</u> For : " Rs. 2,500/-" Read: " Rs. 10,000/-"</p> <p><u>(d) Condition 4 A(d) ,lines 2 and 3</u> For : " Rs. 5,000/-" Read: " Rs. 20,000/-"</p> <p><u>(e) Condition 4 A(f) ,line 1</u> For : " Rs. 60,000/-" Read: " Rs. 1,50,000/-"</p>
20 1989	5	<p><u>(a) Condition 6 , subpara 1</u> The existing contents shall be substituted as under :-  <b>"6. Provisional Items</b> --The amount pertaining to provisional items need not be deducted from the Contract Sum. The Engineer-in-Charge and Contractor shall set out the works covered under provisional items and provisional lump sum based on the description of items, drawings forming part of contract agreement and considering the ground conditions as encountered at site of works. The statement of variation in quantities, new items or deletion of items from the contract agreement as required will be worked out for approval of Engineer-in-Charge who will convey approval of such changes through site order book. For the purpose of payment the variation in value of work executed under these items shall be ascertained by measurement or valuation as for deviation. The variations shall be regularized as per condition 7."</p>

Amendment No	Page No	Particulars						
<p>21 1989</p>	<p>6 and 7</p>	<p>(a) <u>Condition 6 A ,line 6</u> Add following after the words "preference to scale.":- "However the provisions of any drawing of a later date shall take precedence over that of a drawing of previous date further subject to the condition that working drawing will take precedence over a Typical Detail Drawing."</p> <p>(b) <u>Condition 6 A(a),line 1</u> For : "Quantities," Read : "Quantities, Schedule 'B', 'C', 'D',"</p> <p>(c) <u>Condition 6 A(a), subpara 3 line 1</u> For : "one document forming" Read : "one document as defined hereinabove forming"</p> <p>(c) <u>Condition 6 A(A)</u> (i) Existing subpara (b) to (f) shall be enumerated as subpara (c) to (g) . (ii) Add new subpara (b) after existing subpara (a) as under :- " (b) Items and their quantities for which no rates or prices have been quoted shall be deemed to have been covered by the rates and prices quoted for the other items of Schedule 'A' or bill of quantities."</p> <p>(d) <u>Condition 6 A(C) (iii)</u> The existing contents shall be substituted as under :-</p> <table border="1" data-bbox="548 1126 1333 1422"> <tbody> <tr> <td data-bbox="548 1126 646 1312">(iii)</td> <td data-bbox="646 1126 927 1312">Contract sum exceeding Rs10 lakh but not exceeding Rs100 lakh</td> <td data-bbox="927 1126 1333 1312">: Rs.20,000 plus 2% of Contract Sum exceeding Rs 10 lakh subject to a maximum of Rs1,00,000/-</td> </tr> <tr> <td data-bbox="548 1312 646 1422">(iv)</td> <td data-bbox="646 1312 927 1422">Contract sum exceeding Rs 100 lakh</td> <td data-bbox="927 1312 1333 1422">: 1% of Contract sum subject to a maximum of Rs 5 lakh</td> </tr> </tbody> </table>	(iii)	Contract sum exceeding Rs10 lakh but not exceeding Rs100 lakh	: Rs.20,000 plus 2% of Contract Sum exceeding Rs 10 lakh subject to a maximum of Rs1,00,000/-	(iv)	Contract sum exceeding Rs 100 lakh	: 1% of Contract sum subject to a maximum of Rs 5 lakh
(iii)	Contract sum exceeding Rs10 lakh but not exceeding Rs100 lakh	: Rs.20,000 plus 2% of Contract Sum exceeding Rs 10 lakh subject to a maximum of Rs1,00,000/-						
(iv)	Contract sum exceeding Rs 100 lakh	: 1% of Contract sum subject to a maximum of Rs 5 lakh						
<p>22 1989</p>	<p>8</p>	<p>(a) <u>Condition 9(c) ,line 19</u> For : "labour at Site " Read : "labour and tools and plants at Site "</p> <p>(b) <u>Condition 9(c) ,line 19</u> Add following at the end of para ( c ) viz line 21 : " The contractor shall give the details of idle labour, workmen, employees, tools and plants and such other details as asked by the GE, within seven days of issue of order of suspension and the GE shall verify the necessity and correctness thereof. Proper record of these details shall be maintained duly signed by the GE and the contractor. "</p>						

Amendment No	Page No	Particulars
23 1989	8, 9 and 10	<p>(a) <u>Condition 10 A, subpara 2</u> Add in the end after the word "comply ." following: "However if the cost of particular item of material in a contract exceed Rs 1 lakh, these materials shall be procured only from the manufactures or from their authorised dealers/ stockist (except in case of materials of local origin) and the contractor shall furnish proof thereof to the satisfaction of the GE that the material so comply.</p> <p>(b) <u>Condition 10 A, subpara 3</u> Add in the end after the word " in the Contract ." following: "The approved samples of materials which loose their identity after incorporation in the work shall be preserved with the GE till completion of work. Thereafter the same shall be removed in 'as is where is' condition by the contractor with prior permission of the GE without any extra cost to the Government. However, the approved samples of materials which do not loose their identity after incorporation and which can be incorporated in the work as decided by the Engineer-in-Charge shall be allowed to be used in the sample quarter/block/work."</p> <p>(c) <u>Condition 10 B, line 1 of last subpara of page 9</u> For : "cost of loading," Read: "cost of carriage , loading,"</p> <p>(d) <u>Condition 10 B, line 3 of subpara 3 of page 10</u> For : "the Engineer-in-Charge may," Read: "the GE may,"</p> <p>(e) <u>Condition 10 B, line 5 of subpara 3 of page 10</u> For : "as decided by the GE ." Read: "on the date of notifying to the contractor by GE (after technical check of final bill in CWE's Office) as decided by the GE or the stock book rate as fixed by the department, which ever is higher."</p> <p>(f) <u>Condition 10 B, line 6 of subpara 3 of page 10</u> For : "the market rate," Read: "the recovery rate,"</p>

Amendment Page No  
No

Particulars

24  
1989

10 and 11

(a) Condition 11(A) subpara (i) (iv)

Existing contents of subpara (i) (iv) shall be replaced as under with sub para (i) to (iv) :-

(i) by reason of civil commotion, local contribution of workmen, strike or lockout, affecting any of the trades employed on the work, or

(ii) by reason of delay on part of nominated sub-contractors, or nominated suppliers which the Contractor has, in the opinion of G.E., taken all practicable steps to avoid, or reduce, or

(iii) by reason of delay on the part of Contractors or tradesmen engaged by Government in executing works not forming part of the contract, or

(iv) by reason of any other cause (except force majeure) which in the absolute discretion of the Accepting Officer is beyond the Contractor's control."

(a) Condition 11(A) last subpara line 2

For: "G.E."

Read: "Accepting Officer"

(b) Condition 11(B) last but 2<sup>nd</sup> line from from end

For: "G.E."

Read: "Accepting Officer"

(c) Condition 11(C)

The existing contents shall be substituted as under :-

"(C) Extension of time if due shall be granted within 45 days of receipt of request from the contractor along with supporting documents, but before expiry of original extended period of completion.

(D) No claim in respect of compensation or otherwise, for idle labour and/or idle machinery etc. and/or business loss or any such loss, howsoever arising, as a result of extensions granted under Conditions (A) and (B) above shall be admissible. The decision on reason and quantum of extension shall be final and binding.

Amendment No	Page No	Particulars
24 1989	10 and 11	<p>(E) DELAY ON ACCOUNT OF FORCE MAJEURE –</p> <p>Should any force majeure circumstances arise, each of the contracting party will be excused for the non fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs the other party in writing.</p> <p>Force majeure shall mean fires, floods, natural calamities such as earth quakes, lightning or other acts such as war, turmoils, strikes (otherwise than contractor's employees), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, sabotage, explosions, quarantine restrictions, beyond the control of either party.</p> <p>It is understood and agreed between the parties here to that the rights and obligations of the parties shall be deemed to be in suspension during the continuance of the force majeure even as aforesaid and the said rights and obligation shall automatically revive upon cessation of the intervening force majeure event. The period within which the rights and obligations of the parties shall be in suspension due to force majeure event, shall not be considered as a delay with respect of the period of completion and/or taking over work under the contract or otherwise to the detriment of either party.</p> <p>Notwithstanding the provision of the immediately foregoing clauses, it is further understood and agreed between the parties hereto that in the event of any force majeure persisting for an uninterrupted period exceeding 6 (Six) months, either party hereto reserves the right to terminate this contract upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than agreement for the completed work and/or contractor's materials lying at site."</p>
25 1989	12	<p>(a) <u>Condition 17 ,line 1</u>  For : "The Contractor shall not"  Read: "The Contractor including Public Sector undertaking/Government agency shall not "</p>

Amendment No	Page No	Particulars									
26 1989	13	(a) <u>Condition 18, line 1</u> For : "The Contractor shall not" Read: "The Contractor including Public Sector undertaking Government agency shall not"									
27 1989	14 and 15	<p>(a) <u>Condition 25, the contents of subpara 2 after line 5 shall be substituted as under :-</u></p> <table border="1" data-bbox="639 528 1349 1378"> <tbody> <tr> <td data-bbox="639 528 711 825">(a)</td> <td data-bbox="711 528 906 825">For works costing between Rs 50 lakh to 1000 lakh</td> <td data-bbox="906 528 1349 825">A Degree holder in Engineering from a Govt recognized Institution or equivalent, final or direct final passed of Sub Division II of the Institution of Surveyors (India) with at least 4 years practical experience of works</td> </tr> <tr> <td data-bbox="639 825 711 1122">(b)</td> <td data-bbox="711 825 906 1122">For works costing between Rs 7.5 lakh and Rs 50 lakh</td> <td data-bbox="906 825 1349 1122">A Degree holder in Engineering from a Government recognised Institution or equivalent, with final or direct final passed of Sub Division II of the Institution of Surveyors (India) with at least 2 years practical experience of works.</td> </tr> <tr> <td data-bbox="639 1122 711 1378">(c)</td> <td data-bbox="711 1122 906 1378">For works costing below Rs 7.5 Lakh.</td> <td data-bbox="906 1122 1349 1378">A Diploma holder in Engineering from of Govt. recognised Institution with adequate practical experience of works.</td> </tr> </tbody> </table> <p>Notes:-</p> <p>(1) Engineers (Degree/Diploma holders) employed should be of the relevant discipline to which nature of work pertains.</p> <p>(2) The provision at Serial (b) &amp; (c) above shall be applicable irrespective of the fact whether contractor himself is a Qualified Engineer or not.</p> <p>(3) Contractor shall employ additional Engineers as directed by GE where there are scattered sites.</p> <p>(4) For works costing more than Rs 10 crore, the requirement of Engineering staff shall be as given in the tender documents.</p>	(a)	For works costing between Rs 50 lakh to 1000 lakh	A Degree holder in Engineering from a Govt recognized Institution or equivalent, final or direct final passed of Sub Division II of the Institution of Surveyors (India) with at least 4 years practical experience of works	(b)	For works costing between Rs 7.5 lakh and Rs 50 lakh	A Degree holder in Engineering from a Government recognised Institution or equivalent, with final or direct final passed of Sub Division II of the Institution of Surveyors (India) with at least 2 years practical experience of works.	(c)	For works costing below Rs 7.5 Lakh.	A Diploma holder in Engineering from of Govt. recognised Institution with adequate practical experience of works.
(a)	For works costing between Rs 50 lakh to 1000 lakh	A Degree holder in Engineering from a Govt recognized Institution or equivalent, final or direct final passed of Sub Division II of the Institution of Surveyors (India) with at least 4 years practical experience of works									
(b)	For works costing between Rs 7.5 lakh and Rs 50 lakh	A Degree holder in Engineering from a Government recognised Institution or equivalent, with final or direct final passed of Sub Division II of the Institution of Surveyors (India) with at least 2 years practical experience of works.									
(c)	For works costing below Rs 7.5 Lakh.	A Diploma holder in Engineering from of Govt. recognised Institution with adequate practical experience of works.									

Amendment No	Page No	Particulars
27 1989	14 and 15	<p>(5) For specialist works/services Accepting Officer may vary requirement of supervisory staff in tender documents.</p> <p><u>(b) Condition 25 ,last subpara on page 15 :</u> The contents of last subpara on page 15 shall be substituted as under :- “The G.E. shall have full powers, to put the contractor on notice on account of default either for non-employment of Engineer(s) or absence of Engineer(s) from site and levy penalty @ Rs 500/- per day per vacancy upto 30 days period. Thereafter GE shall have the option to either suspend the work or employ Engineer(s) at contractor’s cost and recover the amount from contractor’s dues. “</p>
28 1989	15	<p><u>(a) Condition 26 ,last subpara ,last line</u> For : “ Rs. 50/-” Read: “ Rs. 5,000/-(Rupees five thousand only)“</p>
29 1989	16	<p><u>(a) Condition 31 ,third subpara ,line 2</u> For : “at the *All India Flat Rate per 1,000 gallons which” Read: “at the *All in cost Rate per 1,000 gallons subject to a minimum of Rs 3.75 per every Rs 1000/- worth of work done priced at contract rates which”</p>
30 1989	17	<p><u>(a) Condition 36 ,last subpara</u> Add the following at the end:- “Fencing be provided wherever necessary as decided by GE to isolate the working area to make the area unrestricted from restricted”</p>
31 1989	17	<p><u>(a) Condition 44 ,subpara 3,line 1</u> For : “rupees one lakh” Read: “rupees two lakh” <u>(a) Condition 44 ,subpara 3,line 2</u> For : “rupees five lakh” Read: “rupees ten lakh”</p>
32 1989	18	<p><u>(a) Condition 46 ,subpara 2 ,line 11 to 14</u> For : “Provided always that the liability of the Contractor under this Condition shall not extend beyond the defects liability period except as regards workmanship which the G.E. shall have previously given notice to the contractor to rectify. ” Read: “Alternatively, such work, if technically/structurally acceptable, without detriment to the safety and utility of the item and the structure may be permitted</p>

(contd)

Amendment No	Page No	Particulars
32 1989	18	<p>to be accepted as devalued and recovery shall decided by competent authority (CWE in respect of contract concluded by himself and GE's and AGE(I) and CE in respect of contract concluded by him) or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified ,or removed and re-executed at the risk and cost of the contractor . Whether any particular defect is due to unsound, imperfect or unskillful workmanship or due to normal wear &amp; tear or user's negligence, decision of GE shall be final and binding. Provided always that the liability of the Contractor under this Condition shall not extend beyond the defects liability period except as regards workmanship which the G.E. shall have previously given notice to the contractor to rectify. Govt. further reserves the right to get the work technically inspected during currency of the contract and also during defects liability period by the Additional Director General of Technical Examination and/or his Officers or any other agency. The defects observed as a result of such technical examination shall be rectified by the contractor as notified by the GE. However, if the defects are not rectified, the devaluation of the work shall be carried out and recovery thereon shall be affected."</p>
33 1989	19	<p><u>(a) Condition 49 ,subpara 2,lines 2,3 and 4</u>  For : "within such period as may be notified by the Engineer-in-Charge, to the place of issue against written receipt from the Engineer-in-Charge."  Read: "to the place of issue as stipulated in Condition 10(B) here-in-before against written receipts from the Engineer-in-Charge."</p> <p><u>(b) Condition 49 ,subpara 5,lines 3,4 and 5</u>  For : "before the completion of entire group, but for all purposes of the contract except for compensation for delay, the completion of the entire group shall be taken into account."  Read: "before the completion of the entire group. In such event, the grouping (phasing) of items as catered for in the contract shall be deemed to have been amended accordingly. "</p>

Amendment No	Page No	Particulars
33 1989	19	<p>(c) <u>Condition 49 subpara 7</u> Existing contents shall be substituted as under :- "On receipt of notice from the Contractor that the work has been completed, the G.E. shall within seven days certify to the Contractor the Date(s) on which the items or group of items of Works are completed and taken over and the state thereof or shall notify the details of incomplete items of work to the Contractor. In case of dispute between G.E. and the Contractor over completion of work, the decision of Accepting Officer or CWE in case of G.E.'s contract shall be final and binding."</p>
34 1989	21	<p>(a) <u>Condition 55</u> Existing contents shall be substituted as under :- "55. <b>Termination of Contract for Death</b> ---Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Accepting Officer shall have the option of terminating the Contract without compensation to the Contractor. If proprietor has nominated a person during his lifetime, the nominee will be allowed by the GE to complete the balance work. However if the nominee is not willing or in the opinion of Accepting Officer is not capable of completing the work as contracted for, he shall terminate the contract without any compensation to the nominee. The decision of the Accepting Officer whether the nominee is capable or not shall be final and binding."</p>
35 1989	21 and 22	<p>(a) <u>On page 2 against Sl 59 Blank add following in description</u> "Determination of contract in the event of Force Majeure" (b) <u>On page 22 against Sl 59 Blank</u> insert new condition 59 in lieu of blank as under : <b>59. Determination of contract in the event of Force Majeure</b> – The contract may be determined at the option of either party by giving 30 days notice in writing to the other party should any event of 'Force Majeure' continue to prevail for an uninterrupted period of six months and no progress of work is achieved owing to such circumstances during these six months. On receipt of notice from one party to other explaining circumstances of 'Force Majeure' the Garrison Engineer and contractor will carry out joint inspection of works and an inventory of completed, incomplete works and the materials collected for incorporation in the work shall be</p>

Amendment No	Page No	Particulars
35 1989	21 and 22	prepared for processing of final bill. The contractor shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of work in full but which he could not derive due to determination of contract on account of 'Force Majeure.'
36 1989		(a) <u>Condition 61 , Last but one para ,line 6</u> For : " Rs. 500/-" Read: " Rs. 5,000/-"
37 1989	24	(a) <u>Condition 64 ,subpara 1 and 2</u> Substitute existing contents with following :- "64. Advances on Account – The contractor may at intervals of not less than 30 days for contracts of value less than Rs.50 lakh and 15 days in case of contracts more than 50 lakhs submit claims on I.A.F.W.-2263 provided the payment due is not less than Rs.50,000/- and for Term Contracts, contractor may prefer not more than two claims for payment of advances on account of work done and of materials delivered in connection with Measurement and Lump Sum Contracts. However such claim for work done, which are required to be measured. shall be submitted only after recording joint measurements in the MES Measurement Book IAFW-2261." (b) <u>Condition 64 ,subpara 3,line 3</u> For : "Engineer-in-Charge:- " Read: "Garrison Engineer:-" (c) <u>Condition 64 ,subpara 8 and 9</u> Insert a new subpara between subpara 8 and 9 as follows:- " Provided further, the contractor may be paid advance on account to the full value of materials such as fittings and fixtures and other manufactured items as decided by the GE which do not lose their identity, brought on the site, on his furnishing Guarantee Bond(s) or Fixed Deposit Receipt (s) from a Scheduled Bank for the amount of retention money which should otherwise be recoverable from him under the contract. The Guarantee Bond and Fixed Deposit Receipt shall be executed and kept valid in a manner as described here-in-before."
38 1989	25	(a) <u>Condition 66 ,line 2</u> For : "the period being" Read: "the period to be" (b) <u>Condition 66 ,line 3</u>

Amendment No	Page No	Particulars
38 1989	25	For : "by the G.E." Read: "by the Engineer-in-Charge" (c) Condition 56(a) For : "Four months." Read: "Six months."
		(d) Condition 66(b) For : "Six months." Read: "Nine months."
39 1989	27	Existing Condition 71 Jurisdiction of Courts shall be renumbered as Condition 72
40 1989	27	Add a new Condition 71 Conciliator as under :  <b>71. Conciliator</b> --- If a dispute (other than those for which the decision of the CWE or any person is by the contract expressed to be final and binding) of any kind whatsoever arises between the parties to the contract during the execution of the works, or after completion or after determination /cancellation/termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, certificate or valuation by the Accepting Officer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Resolution Board (DRB) in case of contracts valuing Rs 10 crore or more and to conciliation, by a sole conciliator, in case of contracts valuing less than Rs 10 crore. In case of disagreement with the decision of such DRB or conciliator, any party may invoke arbitration clause.  Procedure for the constitution/appointment of DRB / Conciliator shall be as laid down in the Contract Agreement.

2. This amendment shall come into effect from the date of issue of this letter .
3. This issue with the concurrence of MoD(Finance)(Fin/Works) vide their ID no 12(10)/Fin/Works-II/2010 dt 11 April 2012 .

Yours faithfully,

  
(Anurag Sharma)  
Under Secretary

Copy to:-

1 Dir Finance(Works) ,QMG's Branch ,New Delhi

2 DFA(W) 2copies

✓ 3 CGDA, New Delhi

4 E-inC's Branch/E8 ,  
IHQ of MoD(Army),Kashmir House ,  
New Delhi-11

5 D(Hindi)

It is requested to circulate  
to all PCDA/CDA at your  
end and also put on your  
website .

It is requested to put this  
on your website.

For Hindi version please