

AMENDMENTS-CONDITION OF CONTRACT FOR WORKS

S.NO.	PAGE	PARA	MODIFY
1	2	17(a)	Amend Six to Twelve
2	5	1(b)	Add a new para after "WORK" as below "EMPLOYER" shall mean Director-General, CSIR or any officer authorised by Director-General for the purpose
3	6	After para 3	Add a new para 3A:- "SUFFICIENCY of TENDER. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of the tender for the works and the rates and the price quoted in the schedule of items, which rates and the prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work."
4	8	6	Add sub para (g) as "In case of easy availability of approved quality of cement and steel in the open market it will be Employer's discretion to make these items as contractors property."
5	8	8(a)	Add "Annexure III refers."
6	9	10	Add sub para 10(f) as "Deviation limits Building work 30% Maintenance/emergency works 50% Foundation works 100% Services works 30%
7	9	11 (b) first line 5 th line 7 th line	Modify to read as "If it shall appear to the Engineer or to the Employer based on audit/ technical examination that any work has been executed." Amend six to twelve Amend six to twelve
8	12	19	Add "Contractor shall obtain a valid licence under/ Contract labour (R&A) Act 1970 and Contract Labour (R&A) Central Rules 1971 before commencing work and which should be valid till the completion"
9	16	26 (d)	Add "However, release of security deposit would be only after written clearance of Labour Officer regarding no dues or claims is received.
10	17	28	Add sub para (d) as "Employer shall have the discretion to permit the IEEMA (Indian Electrical & Electronics Manufacturers' Association) clause for escalation in case of specialized works e.g. where the price variation is not similar to buildings works.
11	17	29	Modify as below :- ARBITRATION (a) Except where otherwise provided in the contract all questions and disputes relating to the interpretation of the specifications, designs, drawings and instructions herein before mentioned and as the quality or workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out or relating to the contract, designs, specifications, estimates, instructions, orders on these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person appointed by the Director-General, Council of Scientific and Industrial Research. The arbitrator shall be appointed within 30 days from the receipt of a request by any party. The arbitrator to whom the matter is originally referred, being

			<p>unwilling or unable to act for any reason the Director General shall appoint another person to act as of Arbitrator in accordance with the terms of the contract, such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The arbitrator shall give a speaking award. The award of the arbitrator shall be final and binding on the parties. The cost of the Arbitrator shall be borne equally by both the parties.</p> <p>(b) It is also a term of contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.</p> <p>(c) It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claim in writing within 90 days of receiving the intimation from the employer that the contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.</p> <p>(d) Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and the time being enforce shall apply to the arbitration reference under this clause.</p>
12	18	Add para 30	<p>Add para 30 to as under : “DISMANTLED MATERIAL” :</p> <p>The contractor shall treat all material obtained during dismantling of a structure, services sub systems/ installations, excavation of the site for a work etc., a employer’s property and such material shall be disposed of to the best advantage the Employer according to instructions issued in writing by the Engineer.</p>
13	18	Add para 31	<p>Add para 31 as : PERFORMANCE GUARANTEES “ Performance Guarantee may be taken from the contractor before the award of work, by the officer authorized to award the contract. If and where considered necessary, to ensure that a part or whole of the contract is completed by the contractor. In case of non-performance, this guarantee could be encashed.</p>
14	19	2	<p>Modify as “In case of any discrepancy, the order of precedence in interpretation shall be as under:-</p> <ul style="list-style-type: none"> (i) Schedule of quantities (ii) Drawings (iii) Additional Conditions (iv) General conditions of contract (v) Special condition (vi) Additional Technical Specifications (vii) CPWD Latest Civil and Electrical Specifications (viii) IS codes (ix) International codes (x) Best Engineering practice
15	24		<p>Add Annexure III as below: Contractor’s Site Superintendance</p> <p>Staff to be employed by contractor on works. The contractor shall employ the following technical staff during execution of works :-</p> <p>(a) For building and road works</p> <ul style="list-style-type: none"> (i) One Graduate Engineer, when the tendered cost of work exceeds Rs. 10 lakhs

			<ul style="list-style-type: none"> (ii) One qualified Diploma holder (overseer) with experience not less than 3 years when tendered cost of work exceeds Rs. 5 lakhs but is less than Rs. 10 lakhs. (iii) One qualified Diploma Holder when tendered cost of work is more than Rs 2 lakhs but less than Rs 5 lakhs. <p>(b) For sanitary and water supply works one qualified diploma Holder with experience of not less than 5 years, out of which one year should be in sanitary and water supply works when the tendered cost of work is more than Rs. 50,000/-</p> <p>(c) For Electrical Works.</p> <ul style="list-style-type: none"> (i) One qualified Graduate Engineer possessing Degree in Electrical Engineering from recognized university with an experience of not less than 3 years or a Diploma Holder in Electrical Engineering with an experience of not less than 7 years when the tendered cost of the work is not less than Rs. 1.5 lakhs. (ii) One qualified Graduate Electrical Engineer with two years experience or a Diploma holder in Electrical Engineering with experience of not less than 3 years, when the tendered cost of the work is more than Rs. 75,000/- but less than Rs. 1.5 lakhs. (iii) One Diploma Holder in Electrical Engineering with experience of not less than 3 years when tendered cost of work is more than Rs. 37,000/- but less than 75,000/-. (iv) One licensed supervisor with experience of not less than 3 years when the tendered cost of work is more than Rs. 7500/- and less than Rs. 37,000/- <p>(d) In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay reasonable amount not exceeding the amount shown below for each month of default. The recoveries are subject to modifications from the time by CSIR based on CPWD.</p> <ul style="list-style-type: none"> (i) In case when a Graduate Engineer is to be employed Rs. 3000/-. (ii) In case when a qualified Diploma Holder is required to be employed Rs. 1500/- (iii) In case when a technical supervisor is required.
16	16	Clause 28 Para (ii)	“The cost of work on which escalation will be payable shall be reckoned as 85% of the cost of the work as per the bills, running or final, and from the amount the value of material supplied by the Employer Any items at prevailing market rates.