

SPECIAL CONDITIONS OF CONTRACT

1. The specifications for the works shall be as per CPWD specifications 1996 Volume I to VI with up-to-date correction slips except where otherwise specified in the description of item given in the Schedule of Quantities or in the specifications given below:-

Where for any items, the specifications given in the above documents are not covered; relevant I.S.I./BIS Specifications shall be followed.

If there is any difference in the above mentioned specifications and the description of various items given in the schedule of quantities combined with the additional specifications and conditions mentioned hereinafter, the later shall prevail.

2. The rates quoted by the contractors shall be applicable for all heights and depths, leads & lifts involved unless otherwise specified in the items.
3. 10% Security Deposit will be deducted on gross amount from each running bill and final bill. The amount of Security Deposit will be refunded after 6 months from the date of completion or after the final bill has been prepared and passed which- ever is later.
4. The recovery of water charges shall be made from each running bill @ 1.50% of the gross amount of the bill.
5. The quotations/tender for works shall remain open for acceptance for a period of 90 (ninety) days from the date of opening of quotations/tenders. In any tenderer/quottee withdraws his quotation/tender within the said period or makes any modifications in the terms and conditions of the quotation/ tender, which are not acceptable to the owner, then the society shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.
6. The acceptance of a tender/quotation in full or in part, will rest with the Secretary General, Indian Red Cross Society, National Headquarters, New Delhi, who does not bind himself/herself to accept the lowest tender/quotation, and reserves to himself/herself the authority to reject any or all of the tenders/quotations received, without the assignment of a reason. All tenders/quotations in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
7. Time of completion of work is one year. In case of delay in completion of work, compensation @ 1% for each day delay subject to a maximum of 10% of cost of work shall be recovered from the bill.
8. The quantities shown in the schedule of quantities are approximate. Payment will be made on the basis of actual work done after taking measurements as per mode of measurements prescribed in CPWD Specifications 1996 Volume I to VI with up-to-date correction slips.

9. Any compensation payable under the workmen's compensation Act 1923 shall be borne by the Contractor.
10. All incidental charges of any kind whatsoever such as Octroi, Royalty, cartage, storage etc. shall be borne exclusively by the contractor and nothing extra shall be paid to him.
11. All minor repairs such as filling of holes in walls, patch repair in cement will be carried out by the contractor at his own cost before the white washing or colour washing is done. Nothing extra will be paid on this account.
12. The contractor shall inspect the site to fully acquaint himself about the conditions in regard to accessibility of site, nature and extent of grounds, working conditions including stacking of materials, installation of T& P etc & conditions affecting accommodation & movement of labour etc, required for satisfactory execution of the contract. No claim whatsoever on such account shall be entertained in any circumstances.
13. The contractor shall construct at his cost suitable Godown at the site of work for storing the materials. He shall also employ necessary watch and ward establishment for the purpose. Nothing will be paid on this account.
14. Unless otherwise provided in the descriptions of various items of work, the rates shall be for completed items of work covering all materials, labour carriage royalties, fees, rents, sales, tax, octroi, wastage tools, plants, equipment, transport, temporary constructions and risks arising out of this work.
15. Variation in rates: - If after submission of the tender / quotation and / or during the progress of the work, the prices of any materials, hire charges of T&P, wages of labour and or other items of work increase by an Act of Legislature (Central or State) and/ or any notification there under, or on account of new / revised duties or levies such as octroi etc. Labour award, revision of minimum wages of labour or any other reasons, whatsoever, no claims shall be entertained on this account.
16. Work site order book: A work site order book shall be maintained in which all the instructions issued to the contractor or his authorized agents in respect of the execution of work shall be recorded by the Architect/ Engineer-in charge or Society's representatives. The contractor or his authorized agents shall be bound to carry out the instructions & sign the relevant entries in this Book.
17. The contractor should visit site and get himself acquainted with the site conditions, before quoting the rates.
18. The Contractor shall return to I.R.C.S. all dismantled material obtained by him while doing the work.
19. The contractor shall be bound to bear the expenses of defence of every suite, action or other proceedings at law that may be brought by any person for injury sustained or damage to any property, whatsoever, which may arise out of or in consequence of the construction and maintenance of works owing to neglect of the proper precautions and to pay any damages and cost 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.

He shall also indemnify and keep indemnified the IRCS against all damages and costs consequent upon such claims arising from any such injuries or damages to person (s) or property.

20. Some restrictions may be imposed by the Police authorities etc. on the working and /or movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and no claim of payment on this account whatsoever shall be entertained.
21. The contractor will make all arrangements of scaffoldings/ladders, appliances and safety equipments etc. wherever required, and will be responsible for safety of the workers.
22. In case of any dispute the matter will be referred to the Dispute Redressal Committee. In case of any need for adjudication the jurisdiction will be Delhi.
23. In case, the contractor is not satisfied with the decision of the Dispute Redressal Committee, the he can invoke provision of Arbitration and the sole Arbitrator shall be approved by the Secretary General, IRCS, NHQ whose Decision shall be final and binding on all parties concerned.
24. The personnels to be deputed should have good knowledge and experience of operation and maintenance of fire fighting and fire alarm systems.
25. The contractor will be responsible for payment of ESI/PF and IRCS will reimburse its contribution on submission of documents by the contractor.
26. The work shall be carried out to the entire satisfaction of Engineer-in-Charge.

CONTRACTOR

Joint Secretary (I/c)
I.R.C.S. (N. Hqrs.)