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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 24th 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.

PC-1 to 33487/IAFW-2249/R/ 01 /2011/D(Works-II)
Government of India ,
Ministry of Defence,
New Delhi ,the 24th 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
<u>18</u> 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>(h) <u>Condition 1(p), line 4</u> For: "air craft and acts of God" Read: "air craft and natural calamities"</p> <p>(j) <u>Condition 1(p), line 5</u> For: "floods and tornado." Read: "floods, tornado and Tsunami."</p>
19 1989	5	<p>(a) <u>Condition 4 A, line 7</u> For: "Rs. 60,000/-" Read: "Rs. 1,50,000/-"</p> <p>(b) <u>Condition 4 A(a), line 4</u> For: "Rs. 2,500/-" Read: "Rs. 10,000/-"</p> <p>(c) <u>Condition 4 A(c), line 4</u> For: "Rs. 2,500/-" Read: "Rs. 10,000/-"</p> <p>(d) <u>Condition 4 A(d), lines 2 and 3</u> For: "Rs. 5,000/-" Read: "Rs. 20,000/-"</p> <p>(e) <u>Condition 4 A(f), line 1</u> For: "Rs. 60,000/-" Read: "Rs. 1,50,000/-"</p>
20 1989	5	<p>(a) <u>Condition 6, subpara 1</u> The existing contents shall be substituted as under :- "6. Provisional Items --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><u>21</u> 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="550 1122 1342 1417"> <tbody> <tr> <td data-bbox="550 1122 651 1305">(iii)</td> <td data-bbox="651 1122 938 1305">Contract sum exceeding Rs10 lakh but not exceeding Rs100 lakh</td> <td data-bbox="938 1122 1342 1305">: 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="550 1305 651 1417">(iv)</td> <td data-bbox="651 1305 938 1417">Contract sum exceeding Rs 100 lakh</td> <td data-bbox="938 1305 1342 1417">: 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
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<p><u>22</u> 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 No	Page No	Particulars
24 1989	10 and 11	<p><u>(a) Condition 11(A) subpara (i) to (viii)</u> Existing contents of subpara (i) to (vii) shall be replaced as under with sub para (i) to (iv) :-</p> <p>“(i) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or</p> <p>(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</p> <p>(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</p> <p>(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;”</p> <p><u>(b) Condition 11(A) last subpara, line 2</u> For: “G.E.” Read: “Accepting Officer”</p> <p><u>(b) Condition 11(B) last but 3rd line from from end</u> For: “G.E.” Read: “Accepting Officer”</p> <p><u>(c) Condition 11(C)</u> The existing contents shall be substituted as under :-</p> <p>“(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.</p> <p>(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.</p>

Amendment No	Page No	Particulars
<p><u>24</u> 1989</p>	<p>10 and 11</p>	<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, lightening 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>
<p><u>25</u> 1989</p>	<p>12</p>	<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) Condition 18 ,line 1 For : "The Contractor shall not" Read: "The Contractor including Public Sector undertaking/Government agency shall not"									
27 1989	14 and 15	<p data-bbox="612 405 1385 477">(a) Condition 25 ,the contents of subpara 2 after line 5 shall be substituted as under :-</p> <table border="1" data-bbox="612 510 1337 1352"> <tbody> <tr> <td data-bbox="612 510 683 801">(a)</td> <td data-bbox="683 510 884 801">For works costing between Rs 50 lakh to 1000 lakh</td> <td data-bbox="884 510 1337 801">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="612 801 683 1099">(b)</td> <td data-bbox="683 801 884 1099">For works costing between Rs 7.5 lakh and Rs 50 lakh</td> <td data-bbox="884 801 1337 1099">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="612 1099 683 1352">(c)</td> <td data-bbox="683 1099 884 1352">For works costing below Rs 7.5 Lakh.</td> <td data-bbox="884 1099 1337 1352">A Diploma holder in Engineering from of Govt. recognised Institution with adequate practical experience of works.</td> </tr> </tbody> </table> <p data-bbox="612 1361 1417 1756">Notes:- (1)Engineers (Degree/Diploma holders) employed should be of the relevant discipline to which nature of work pertains. (2) The provision at Serial (b) & (c) above shall be applicable irrespective of the fact whether contractor himself is a Qualified Engineer or not. (3)Contractor shall employ additional Engineers as directed by GE where there are scattered sites. (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.
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<u>27</u> 1989	14 and 15	(5) For specialist works/services Accepting Officer may vary requirement of supervisory staff in tender documents. (b) <u>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. "
<u>28</u> 1989	15	(a) <u>Condition 26 last subpara last line</u> For : " Rs. 50/-" Read: " Rs. 5,000/-(Rupees five thousand only)"
<u>29</u> 1989	16	(a) <u>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"
<u>30</u> 1989	17	(a) <u>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"
<u>31</u> 1989	17	(a) <u>Condition 44 subpara 3, line 1</u> For : "rupees one lakh" Read: "rupees two lakh" (a) <u>Condition 44 subpara 3, line 2</u> For : "rupees five lakh" Read: "rupees ten lakh"
<u>32</u> 1989	18	(a) <u>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 (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 & 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. 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. 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 SI 59 ,Blank ,add following in description</u> “Determination of contract in the event of Force Majeure “</p> <p>(b) <u>On page 22 ,against SI 59 ,Blank</u> Insert new condition 59 in lieu of blank as under : 59. Determination of contract in the event of Force Majeure – 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>

