

Clause No.			GENERAL CONDITIONS OF CONTRACT (GCC)
			retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.
		50.2	No claim for interest or damage: No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.

51	Human Resources	51.1	The Contractor for the purpose of the Contract shall engage / employ adequate number of key personnel in all areas such as design, engineering, construction, installation, planning, scheduling and carrying out of all maintenance of his plant and equipment, safety and competent and skilled work force as directed by the Project Manager. The Project Manager will approve any proposed replacement of such key personnel including work force only if their qualifications, experience, competence and capabilities are substantially equal to or better than those personnel originally identified and approved by the Project Manager.
		51.2	The Project Manager may require the Contractor to remove from Site of Works or from any other area of Work related to the Contract, any member of the Contractor personnel or work force who <ul style="list-style-type: none"> (i) Persists in any misconduct or lack of care (ii) Performs his duties incompetently or negligently or otherwise carelessly (iii) Fails to conform with any provisions of the Contract or (iv) Persists in any conduct which is prejudicial to the safety, health or protection of the Work and environment.
		51.3	If appropriate, the Contractor shall appoint a suitable replacement within fourteen (14) days or within such period as may be agreed between the Project Manager and Contractor. The Contractor shall unless otherwise provided in the Contract, make his own arrangement for engagement of all staff and labor,

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			local or otherwise and for their payment, housing, transport, lodging and welfare as may be required by law and or by industry practice. The Contractor shall provide the Project Manager a return in detail in such form and at such intervals as he may reasonably prescribe showing the staff and number of the several classes of labour and other staff from time to time employed by the Contractor at Site or in connection with the Work along with such information as the Project Manager may reasonably require.
		51.4	<p>Labor laws and Regulations and compliance thereof</p> <p>51.4.1 During the entire period of Contract, the Contractor and his Sub-Contractors shall, at all times abide by all existing labor enactments, rules made therein, regulations, notifications and bye-laws by the appropriate government, local authority or any other labor laws or notification that may be issued under any labor law prevailing as on the date seven (7) days prior to the date set for opening of the Techno-Commercial Bids, published by the State or Central Government or Local Authorities. An illustrative list of applicable acts, notifications, rules etc. in connection with the labor as applicable as mentioned subsequently at para 51.4.8 in GCC. This list is not in any way exhaustive and shall not absolve the Contractor from any of his liabilities or responsibilities in compliance with any other laws, regulations, notifications that may be in force during the tenure of Contract.</p> <p>51.4.2 The Contractor and his Sub-Contractors shall indemnify the Employer, from any action taken against the Employer by any competent authority in connection with the enforcement of the applicable laws, regulations, notifications, on account of contravention of any of the provisions therein, including amendments thereto. If the Employer is caused to pay or otherwise made liable, such amounts as may be necessary for non-observance of the provisions stipulated in the laws, rules, notifications including amendments, if any on the part of the Contractor and/or his Sub-Contractors, the Project Manager / Employer shall have the right to deduct any such money from any amount due to the Contractor including his performance security, under the Contract. The Employer shall also have the right to recover from the Contractor any sum required or estimated as required for making good any loss or damage suffered / likely to be suffered by the Employer, on this account.</p> <p>51.4.3 If due to an enactment of any new Act or Statute and rules made thereunder or any modification to the Acts/ Statute or rules made thereunder, all after seven (7) days prior to the date set for opening of the Techno-Commercial Bids and as a consequence thereof, the</p>

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			<p>Contractor has to incur additional cost or expenditure, the same will be reimbursed by the Employer to the Contractor, excepting those due to reasons attributable to the Contractor and those being already compensated by other provisions of the Contract, like Price Adjustment, Taxes and Duties etc.</p> <p>51.4.4 It is specifically agreed that the Contractor and his Sub-Contractors shall obtain all the necessary registration, licenses, permits, authorizations etc. required under various enactments/ Regulations enforced from time to time, specifically registration as employer under Provident Fund Act and Contract Labor Regulation & Abolition Act, and the Employer shall not be liable for any violation by the Contractor in this regard.</p> <p>51.4.5 The employees of the Contractor or his Sub-Contractor(s) shall in no case be treated as the employees of the Employer at any point of time.</p> <p>51.4.6 The Contractor and his Sub-Contractors shall be liable to make all due payments to all their employees and ensure compliance with labor laws. If the Employer, is held liable as 'PRINCIPAL EMPLOYER' or otherwise to incur any expenditure or to make any contributions under any legislation of the Government or Court decision, in respect of the employees of the Contractor or his Sub-Contractors, then the Contractor would reimburse the amounts of such expenditure/contribution so made by the Employer.</p> <p>51.4.7 In case the ESI act is not applicable to the area where the Work is executed, as evidenced by the Certificate/Letter submitted to this effect from the local authorities, the Contractor shall be liable to arrange and pay for the expenses towards the medical treatment in respect of all labor employed by him for the execution of the Contract.</p> <p>51.4.8 The number and other relevant details of key personnel required to be engaged/ employed by the Contractor in all areas shall be finalized with the successful bidder during post bid discussions (if required).</p> <p>During the entire period of Contract, the Contractor and his Sub-Contractors shall, at all times abide by the following Acts/ Statutes related to Human Resources:</p> <ol style="list-style-type: none"> 1. Factories Act, 1948; Contract Labor (Regulation & Abolition) Act, 1970; 2. EPF & MP Act, 1952;