

SPECIAL CONDITIONS**1. GENERAL**

- 1.1 The following special conditions shall be read in conjunction with the General Conditions of Contracts IAFW-2249 and IAFW-2159 including Errata / Amendments thereto. If any provision in these special conditions is at variance with that of the aforesaid documents, the former shall be deemed to take precedence there over.

2. ADMISSION TO SITE BY CONTRACTOR AND RESPONSIBILITY TO ASCERTAIN HIS OWN INFORMATION

(a) The tenderers shall contact the **Garrison Engineer (AF) Sambra** for the purpose of inspection of site (s) and relevant documents other than those sent herewith, who will give reasonable facilities for this purpose. The tenderers shall also make themselves familiar with working conditions, accessibility of site (s), availability of materials / labours and other cogent condition which may affect the execution and entire completion of work under this contract.

(b) The tenderer shall be deemed to have visited the site (s) and made themselves acquainted with the working conditions, whether they actually inspected the site (s) or not.

3 CONTRACTOR'S REPRESENTATIVES, AGENTS AND WORKMEN

- 3.1 Refer condition 26 of IAFW-2249. The contractor shall employ only Indian Nationals as his representatives, servants and workmen and verify their antecedents and loyalty before employing them for the works. He shall ensure that no person of doubtful antecedents and Nationality is in any way, associated with work. If for reasons of technical collaboration or other considerations the employment of any foreign national is unavoidable, the contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of his tender. **Accepting Officer** shall order the contractor to cease to employ in connection with this contract any representative agents, servants and workmen or employees, whose continued employment, in his opinion, is undesirable. The contractor shall not be allowed any compensation on this account.
- 3.2 The contractor shall, on demand by the Engineer-in-Charge submit list of his agents, employees and work people concerned and shall satisfy the Engineer-in-Charge as to the bonafides of such people.
- 3.3 Verification of antecedents of Contractor's representatives/labour deployed at site in connection with execution of work under the contract, as per security requirement of User unit/ installation shall be the responsibility of the contractor and all expenses in connection with verification of antecedents by Police/Security Agency shall be borne by the contractor.

4 CONDITIONS OF WORKING IN RESTRICTED AREA

- 4.1 The work under this contract lies in **RESTRICTED AREA**.

SPECIAL CONDITIONS**4.2 VISIT TO SITE WITHIN THE RESTRICTED AREA**

- 4.2.1 Permission to enter the restricted area before submission of tenders can be obtained through the **Garrison Engineer**. Tenderers are advised to send prior intimation of their agents, representatives etc., if any, dates and time of their proposed visit so that necessary arrangements may be made by **GE** to secure admission. Whether a tenderer visits the site or not, he shall be deemed to have full knowledge of the conditions viz., restrictions of entering into / exit from and working with in the Restricted Area.

4.3 ENTRY / EXIT

- 4.3.1 The contractor, his agent (s) / representatives, workmen etc., and his materials, carts, trucks or other means of transports etc., will be allowed to enter through and leave only from such gate or gates and at such times as the **GE** or authorities in-charge of the Restricted Area may at their sole discretion permit to be used. The contractor's authorised representative is required to be present at the place of entry and exit for the purpose of identifying his carts, truck etc., to the personal in-charge of the security of Restricted Area.

4.4 IDENTITY CARDS OR PASSES

- 4.4.1 The contractor, his agents and representatives are required individually to be in possession of an identity card or pass duly verified by the **GE**. The identity card or pass will be examined by the security staff at the time of entry into or exit from the restricted area and also at any time or number of times inside the Restricted Area.

4.5 IDENTITY OF WORKMEN

- 4.5.1 Every workman shall be in possession of an identity card. The identity card will be issued after thorough investigation of the antecedents of the labourers employed by the contractors and attested by the officer-in-charge of the unit concerned in accordance with the standing rules and regulations of the units.
- 4.5.2 Contractor shall be responsible for the conduct and action of his workmen, agents or representatives.

4.6 SEARCH

- 4.6.1 Thorough search of all persons and transport shall be carried out at each gate and for as many times as a gate is used for entry or exit and may also be carried out at any time or any number of times at the work site within the Restricted Area.

4.7 FEMALE SEARCHER

- 4.7.1 If the contractor desires to employ female labour on works to be carried out inside the area of a factory, Depot, park etc., and a female searcher is not borne on the authorized strength of the factory, Depot, park etc., at the time of submission of the tender, he shall be deemed to have allowed in his tender for pay and allowance etc.,

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for a female searcher (Class IV Servant / Gp 'D' Servant) calculated for the period female labour is employed by him inside that area. If more than one contractor has / have to be employed female searcher in addition to the authorized strength of the factory, Depot, Park etc., the salary and allowances paid to the additional female searcher (s) shall be distributed on an equitable basis between the contractors employing female labour taking into consideration the value and period of completion of their contracts. The **Accepting Officer's** decision in regard to the amount recoverable on this account from any contractor shall be final and binding.

4.8 WORKING HOURS

- 4.8.1 The units controlling restricted area, usually work during six days in the week and remain closed on the 7th day. The working hours available to contractor's labour and staff however, appreciably reduced because of the time taken in security checks observed at the time of entry, exit and during working hours.
- 4.8.2 The exact working hours, days and non-working days observed for the restricted area, where works are to be carried out, shall be deemed to have been ascertained by the contractors before submitting his tender. The tenderer's attention is invited to the fact that the total number of working hours for a unit are prescribed in regulations and they can not be increased by the **Accepting Officer**.
- 4.8.3 Contractor's materials, transport etc shall normally be permitted to come in / go out of the area between 9 A.M to 5 P.M only.

4.9 ACCESS TO RESTRICTED AREA AFTER COMPLETION OF WORKS

- 4.9.1 After the works are completed and surplus stores etc., removed, the contractor, his agents, representatives or workman etc., may not be allowed to have access to the restricted area except for attending any rectification of defects pointed out to him by the **GE**.

4.10 FIRE PRECAUTIONS

- 4.10.1 The contractor, his agents, representatives, workmen, etc., shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area
- 4.10.2 Motor transport vehicles, if any, allowed by authorities to enter the restricted area must be fitted with serviceable fire extinguishers. All necessary safety precautions for the workers for working in hangars and high range buildings to be taken as per the existing norms

5 MINIMUM WAGES PAYABLE

- 5.1 Refer condition 58 of IAFW-2249. The contractor shall however be required to pay highest of the wages for labour as fixed by the Government of India /State Government / Union Territory which ever is higher.

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5.2 The fair wages referred to in Condition 58 of IAFW-2249 will be deemed to be the same as the minimum wages payable as referred to above.

5.3 The contractor shall have no claim whatsoever, if on account of local factors and / or regulations, he is required to pay the wages in excess of minimum wages as described above during the execution of work.

6. **ROYALTIES**

6.1 Reference condition 14 of General Conditions of Contracts (IAFW-2249). No quarries on defence land are available.

7 **LAND FOR TEMPORARY WORKSHOP STORES ETC**

7.1 Delete the following from lines 5 to 9 of Sub para 1 of condition 24 of IAFW-2249 "In the event of area of landland allotted to him" and insert as under :-

7.2 "Separate land will be allotted to the contractor for the storage of materials, temporary workshop and offices for which he shall pay the nominal rent of Rs. 1/- per year or part of the year as mentioned in Condition 24 of IAFW-2249. The land / open space available within vicinity of site of work as directed by GE may also be used by the contractor for this purpose but free of charge" However land for labour camp will not be allotted.

8 **WATER**

8.1 Refer condition 31 of General Conditions of Contracts IAFW-2249 and Clause 1.13 of MES Schedule.

8.2 Water will not be supplied by MES. Contractor will be permitted to provide shallow well or bore well at his own cost within the Government land with the prior written permission of GE and no charges shall be levied against the contractor for water drawn from such well(s). The contractor shall make his own arrangements for storing the water required for the works, labour, workmen etc., at his own expenses. Any such well(s) shall become the property of the Government after completion of the work under the contract and the contractor shall have no claim whatsoever on this account. In case, GE decides to close the shallow well/bore well(s) dug/provided by the contractor on completion of work, the contractor shall do so accordingly without any extra cost to Govt. Water obtained from such shallow/bore well(s) shall be clear and free from injurious amount of oils, acids, alkalis, salt, sugar and other organic materials and necessary test certificate from recognized Govt laboratory about the potability of water shall be produced by the contractor to the GE. In addition he shall also submit to GE, sample of water from shallow/bore well proposed to be used in the work and only after obtaining prior written approval from GE the water will be permitted to be used in the work. The decision of GE in this respect shall be final and binding.

SPECIAL CONDITIONS**9 CO-OPERATION WITH OTHER AGENCIES**

- 9.1 The contractor shall permit free access and generally afford reasonable facilities to other agencies or departmental workmen engaged by the Government to carry out their part of the work, if any, under separate arrangements. The contractor shall not be entitled for anything extra on this account. Since several works in the project are being executed simultaneously by different agencies, the sequence of operations in the site will be decided by GE. Contractor has to arrange and progress the work at site as per the directions of GE so as to have harmonious progress of the works by different agencies/contractors.

10 ELECTRIC SUPPLY

- 10.1 No electricity will be provided by the MES

11 NET WORK ANALYSIS

- 11.1 The time and progress chart to be prepared as per Condition 11 of General conditions of contracts IAFW-2249 shall consist of detailed net work analysis and a time schedule. The critical path network will be drawn jointly by the GE and the contractor soon after acceptance of tender. The time schedule of the activities will be done by the contractor so as to finish the work within the stipulated time. On completion of the time schedule, a firm calendar date schedule will be prepared and submitted by the contractor to the GE who will approve it after due scrutiny. The schedule will be submitted in four copies within two weeks from the date of handing over the site.
- 11.2 During the currency of the work, the contractor is expected to adhere to the time schedule and this adherence will be a part of the contractor's performance under the contract. During the execution of the work, the contractor is expected to participate in the reviews and updating of the net work under taken by the GE. These reviews may be undertaken at the discretion of the GE, either as a periodical appraisal measure or when the quantum of work ordered on the contractor is substantially changed through deviation orders or amendments. Any revision of the time schedule as a result of the review will be submitted by the contractor to the GE within a week for his approval after due scrutiny.
- 11.3 The contractor shall adhere to the revised time schedule thereafter. In case of contractor disagreeing with revised schedule, the same will be referred to the Accepting Officer, whose decision shall be final, conclusive and binding. CE's approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to a grant of extension of time. Extension of time shall be considered and decided by the appropriate authority mentioned in condition 11 of IAFW-2249 and separately regulated.
- 11.4 Contractor shall mobilize and employ sufficient resource to achieve the detailed schedule within the broad frame work of the accepted method of working and safety. No additional payment will be made to contractor for any multiple shift work or other intensive methods contemplated by him in his schedule, even though the time schedule is approved by the department.

SPECIAL CONDITIONS**12 SAMPLE OF MATERIALS**

- 12.1 Refer condition 10 of IAFW-2249 and clause 1.6 and 1.7 of MES Schedule, Part- I.
- 12.2 Materials provided by the contractor for incorporation in the work shall be of makes as given in Particular Specifications.
- 12.3 The contractor shall not procure materials unless the samples are first got approved by the **GE**.
- 12.4 The tenderer is advised to inspect the materials which are displayed in the office of **GE**, before submitting his tender. The tenderer shall be deemed to have inspected the samples and satisfied himself as to the nature and quality of materials he is required to incorporate in the work irrespective of whether he actually inspected them or not.

13 BLANK**14 PERIOD FOR KEEPING THE TENDER OPEN**

The tender shall remain open for acceptance for a period of **60 (Sixty)** days from the date on which the tenders are due to be submitted.

15 ADVANCE ON ACCOUNT OF MATERIALS WHICH DOES NOT LOSE IDENTITY

- 15.1 The contractor may be paid advance on account of the full value of the fittings and fixtures and other manufactured items which do not lose their identity after incorporation in work and which are not perishable materials as decided by **GE**, brought on the site on his furnishing guarantee bonds from scheduled bank for the amount of retention money which should otherwise be recoverable from him under this contract.
- 15.2 The bank guarantee bonds 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, if and when necessary, as directed by Accepting Officer or shall furnish fresh Guarantee Bond of similar value in lieu.
- 15.3 Materials like bricks, aggregate for pre-cast concrete and similar items shall not be taken in the list for payment of full value in advance on account.

16 SECURITY OF CLASSIFIED DOCUMENTS

- 16.1 Contractor's special attention is drawn to conditions 2A and 3 of IAFW-2249 (General conditions of Contracts). The contractor shall not communicate any classified information regarding work either to subcontractors or others without the prior approval of the Engineer-in-Charge. The contractor shall also not make copies of the design /

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drawings and other documents furnished to him in respect of the work, and shall return all documents on completion of the work or on earlier determination of the contract. The contractor shall along with the final bill, attach a receipt from the Engineer-in-Charge in respect of his having returned the classified documents as per condition 3 of IAFW-2249 (General Conditions of Contract).

17 OFFICIAL SECRETS ACT

- 17.1 The contractor and his / her agent / representative shall be bound by the official secrets Act – 1923.

18 RECORD OF MATERIALS

- 18.1 The quantity of materials such as cement, paints, steel (reinforcement & structural), polyurethane sealant and the like, as directed by the Engineer-in-Charge (the quantity of which cannot be checked after incorporation in the works) shall be recorded in measurement books and signed by the contractor and the Engineer-in-Charge as a check to ensure that the required quantity has been brought to site for incorporation in the work.
- 18.2 Materials brought to site shall be stored as directed by the Engineer-in-Charge and those already recorded in Measurement Book shall be suitably marked for identification.
- 18.3 The contractor shall, on demand, produce to the **GE**, original receipted paid vouchers in respect of the supplies. The paid vouchers so produced shall be verified, defaced and stamped by Engineer-in-Charge indicating contract number name of work under his dated signature. The contractor shall ensure that the materials are brought to site, in original sealed containers / packing, bearing manufacturer's marking except in the case of the requirement of material (s) being less than smallest packing.
- 18.4 Contractor shall produce paid vouchers from the manufacturers and / or their authorised agents for the full quantity of the following materials, as applicable :-
- (a) Materials for which payment is claimed as material lying at site in RAR.,
 - (b) Structural Steel/Galvalume sheet/Polycarbonate sheet
 - (c) Flame proof LED fittings
 - (d) HDPE pipes
 - (e) LT cables
 - (f) Flame proof fittings
 - (g) Poly urethane joint sealant and
 - (l) Any other non-perishable materials as decided by the GE.

19 ACCEPTANCE QUALITY OF WORK AND FINISHES

- (i) To determine the acceptable standard of materials and workmanship / final finishes and layout of fittings etc., the contractor shall execute stages of work viz., excavation, foundation concrete, walling upto plinth / lintel / roof levels, roofing,

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flooring, joinery, built-in-items, finishes and the like and services i.e., internal electrification, water supply, plumbing, sanitary fittings under the close supervision of Engineer-in-charge and shall be labeled as sample room. The workmanship of various trades and finishes of the sample room shall serve as guiding sample for the remaining portion.

(ii) Approval of the stages and workmanship of sample room shall be separately entered and approved in stage passing register giving reference to sample room for easy identification even at a later date.

20 CONTRACTOR'S PLANT / EQUIPMENT AT SITE

(a) The contractor shall furnish to the Engineer-in-Charge every morning distribution return of his plants / equipments on the site of work stating the following particulars

(i) Particulars of plants / equipments, their make, manufacturer's model No. if any, Registration No., if any, capacity, year of manufacture and year of purchase.

(ii) Total No. (Quantity) on site of work.

(iii) Location indicating No. (Quantity) at each location on the site of work.

(iv) For the purpose of this condition, purchase value on the date of purchase for plant / equipment and vehicle No. of trucks and lorries shall be furnished. However neither the workman's tools nor manually operated tools / equipment shall be given. The Engineer-in-Charge shall record the particulars supplied by the contractor in the works dairy and send the return to the **GE** for record in his office.

21 REFUND OF PERFORMANCE SECURITY

21.1 Refer Condition 19 & 68 of IAFW-2249 General Conditions of contracts.

22 CLEANING DOWN

22.1 Refer condition 49 of IAFW-2249 General Conditions of contracts.

22.2 The contractor shall clean all floors, walls, remove cement / lime / paint marks / drops etc., clean the joinery, glass panes etc., touch up all other necessary items of work in connection therewith and leave the whole premises clean and tidy before handing over the buildings.

23 ADVANCE ON ACCOUNT OF MATERIALS WHICH DOES NOT LOSE IDENTITY

23.1 Refer Condition 64 of IAFW-2249, General Conditions of Contract. Add the following after para 8.

23.2 The contractor may be paid advance on account of the full value of the under mentioned materials only, brought on the site on his furnishing guarantee bond(s)

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from a Scheduled bank for the amount of retention money which should otherwise be recoverable from him under this contract.

(a)	Steel	(g)	Switches, sockets, ceiling roses
(b)	Cable wires	(h)	MCBs, MCCBs and DBs
(c)	XLPE cable	(j)	Voltmeters & Ammeters
(d)	Light fittings	(k)	Any other non-perishable materials as decided by GE
(e)	Earthing Set		
(f)	Steel conduits & accessories		

23.3 The bank guarantee bond(s) 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(s), if and when necessary, as directed by Accepting Officer or shall furnish fresh Guarantee Bond(s) of similar value in lieu.

23.4 It will be noted that advance on account to the full value of materials brought on the site is permissible only in respect of fittings and fixtures and other manufactured items which do not lose their identity. Materials like bricks, aggregate, pre-cast concrete and similar items shall not be taken in the list.

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25 **DAMAGE TO EXISTING STRUCTURES**

25.1 Any damage done to the existing pavement and structure. etc., during the execution of the work shall be made good by the contractor at his own expenses and site of works left clean and tidy on completion. Rectification, reinstatement, replacement, making good and touching up etc., shall be carried out to conform to the materials and workmanship originally as provided and to the satisfaction of the Engineer-in-Charge. In case of any dispute on this account, the decision of the CWE shall be final and binding.

26 **RECORD OF CONSUMPTION OF CEMENT**

26.1 The contractor shall maintain a pucca bound register with serially numbered pages with all pages initialed by Engineer-in-Charge against numbering showing quantity of cement brought at site, used in work and balance at the end of each day. The form of record shall be as approved by Engineer-in-Charge. The register shall be signed daily by representative of MES and the contractor in token of verification of its correctness and will be checked by Engineer-in-Charge at least once a week.

26.2 The register shall be kept at site in safe custody of the contractor's representative during the progress of the work and shall on demand be produced for verification to the Inspecting Officer(s).

26.3 On completion of work the contractor shall deposit the cement register with the Engineer-in-Charge for record.

SPECIAL CONDITIONS27 **BLANK**28 **RE-IMBURSEMENT/REFUND ON VARIATION IN "TAXES DIRECTLY RELATED TO CONTRACT VALUE" :-**

(a) The rates quoted by the contractor shall be deemed to be inclusive of all taxes (including GST on materials, GST on works contracts, Labour welfare cess/tax etc., as applicable), duties, Royalties & other levies as applicable under the respective Statutes. No reimbursement/refund for variation in rates of taxes, duties, Royalties and other levies and /or imposition/abolition of any new/existing taxes, duties, Royalties and other levies shall be made except as provided in sub para (b) here-n-below:-

(b) (i) The taxes which are levied by Govt at certain percentage rates of Contract Sum/Amount shall be termed as "taxes directly related to Contract value" such as GST on works Contracts, Labour Welfare Cess/Tax and like but excluding Income Tax. The tendered rates shall be deemed to be inclusive of all "taxes directly related to contract value" with existing percentage rates as prevailing on last due date for receipt of tenders. Any increase in percentage rates of "taxes directly related to contract value" with reference to prevailing rates on last due date for receipt of tenders shall be reimbursed to the contractor and any decrease in percentage rates of "taxes directly related to Contract value" with reference to prevailing rates on last due date for receipt of tenders shall be refunded by the Contractor to the Govt/deducted by the Govt from any payments due to the Contractor. Similarly imposition of any new "taxes directly related to Contract value" after the last due date for receipt of tenders shall be reimbursed to the Contractor and abolition of any "taxes directly related to contract value" prevailing on last due date for receipt of tenders shall be refunded by the Contractor to the Govt/deducted by the Govt from the payments due to the Contractor.

(ii) The contractor shall, within a reasonable time of his becoming aware of variation in percentage rates and/or imposition of any further "taxes directly related to Contract value", give written notice thereof to the **GE** stating that the same is given pursuant to this Special Condition, together with all information relating thereto which he may be in a position of supply. The Contractors shall submit the other documentary proof/ information as the **GE** may require.

(iii) The Contractor shall, for the purpose of this condition keep such books of account and other documents as are necessary and shall allow inspection of the same by a duly authorized representative of Govt, and shall further, at the request of the **GE** furnish, verified in such a manner as the **GE** may require, any documents so kept and such other information as the **GE** may require.

(iv) Reimbursement for increase in percentage rates/imposition of "taxes directly related to Contract value" shall be made only if the Contractor necessarily and properly pays additional "taxes directly related to contract value" to the Govt, without getting the same adjusted against any other tax liability or without getting the same refunded from the concerned Govt Authority and submits documentary proof for the same as the **GE** may require.

SPECIAL CONDITIONS**29 CONCILIATION****29.1 Scope of conciliation.**

29.1.1 The scope of conciliation shall be restricted to the following types of disputes with financial limits as indicated therein :-

- (a) Disputes relating to levy of compensation for delay in completion-actual amount of compensation.
- (b) Disputes relating to technical examination of works.
- (c) Disputes relating to interpretation of the provisions of the contract with reference to their application to parties.
- (d) Disputes relating to non return of Schedule 'B' stores over-issued to contractor.
- (e) Any other disputes having fair chances of being resolved by conciliation and considered fit to be conciliation by the parties.

For item (b), (c), (d) and (e) each as stated above the financial limit shall be Rupees two lakhs or one percent of the contract amount whichever is less.

29.2 COMMENCEMENT OF CONCILIATION PROCEEDINGS

29.2.1 The party initiating conciliation shall send to the other party a written invitation to conciliate, briefly identifying the subject of the dispute.

29.2. Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate.

29.2.3 If the other party rejects the invitation, there will be no conciliation proceedings. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends or within such other periods of time as specified in the invitation, he may elect to treat this as a rejection of the invitation to conciliate and if he so elects, he shall inform in writing the other party accordingly.

29.3 NUMBER OF CONCILIATORS

29.3.1 There shall be a sole conciliator.

29.4 APPOINTMENT OF CONCILIATOR

29.4.1 All disputes brought out in para 29.1.1 (a) to (e) above shall be referred to the sole conciliator viz Serving Officer not below the rank of Superintending Engineer / Superintending Engineer(QS&C) having degree in Engineering or equivalent or having passed final/direct final examination of sub division II of Institution of Surveyors (India) to be appointed by the Chief Engineer(AF) Bengaluru.

SPECIAL CONDITIONS**29.5 STATUS OF EFFECT OF SETTLEMENT AGREEMENT**

29.5.1 The settlement agreement signed by the parties as a result of conciliation proceedings shall have the same status and effect as it is an arbitral award on agreed terms.

30 QUALIFIED TRADESMEN : (APPLICABLE FOR WORKS COSTING RUPEES ONE CRORE OR MORE)

30.1 In compliance with the Condition 26 of IAFW-2249 (General Conditions of Contracts) the contractor shall employ skilled/semi skilled tradesmen who are qualified and possessing certificate in particular trade from Industrial Training Institute (ITI)/National Institute of Construction Management and Research (NICMAR)/National Academy of Construction (NAC) Hyderabad and Construction Industry Development Council (CIDC). Similar reputed and recognized-Institutes by State/Central Government, to execute the works of their respective trade. The number of such qualified tradesmen shall not be less than 25% of total skilled/semi skilled tradesmen required in each trade. The contractor shall submit the list of such tradesmen along with requisite certificates to Garrison Engineer for verification and approval. Notwithstanding the approval of such tradesmen by GE, if the tradesmen are found to have inadequate skill to execute the work of their trades, leading to un-satisfactory workmanship, the contractor shall remove such tradesmen within a week after written notice to this effect by the GE and shall engage other qualified tradesmen after prior approval of GE. GE's decision whether a particular tradesmen possesses requisite qualification, skill and expertise commensurate with nature of work shall be final and binding. No compensation whatsoever on this account shall be admissible

30.2 All the workers deployed by contractors should be enrolled as members of Provident Fund and should be given the Universal Account Number (UAN), While clearing the bills of such contractor, certificate shall be given by contractor that all workers employing directly or indirectly by him are registered for EPF and the due contributions have been credited into their account.

31 Contractor's Supervision (Refer condition 25 of IAFW – 2249)

31.1 The contractor shall at his own expenses employ following minimum Engineers to supervise the works till the completion of work and replacement without similar experience shall not be permitted. Work shall not be progressed in case the staff is absent.

S.No	Qualification	Experience	Nos
01.	Graduate Engineer from Government recognised institute	Minimum 04 years	One
02.	Diploma Engineer from Government recognised institute	Minimum 06 years	One

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- 31.2 The engineers employed by the contractor should be well conversant and qualified to the satisfaction of GE on utilization of modern project management tools and techniques using Primavera/MS Project. Providing modern project management tools such as Primavera/ MS Project to the employed engineers is the responsibility of contractor.
32. The existing descriptions of Condition 70 of IAFW-2249 shall be substituted by the revised description as under:

33. Arbitration.**(a) Arbitration Where Applicability of Section 12 (5) of the Arbitration and Conciliation Act has been waived off;-**

(i) All disputes, between the parties to the Contract (other than those for which the decision of the Accepting Officer 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 Arbitral Tribunal of a Sole Arbitrator appointed by Chief Engineer Southern Command, Pune. The officers so considered for appointment of Arbitrator, either as sole Arbitrator or for Arbitral Tribunal, shall be having degree in Engineering or equivalent or having passed Final/Direct Final Examination of Sub-Division II of - Institution of Surveyor (India) or similar other Institutes recognised by the Government of India.

(b) Arbitration Where Applicability of Section 12 (5) of Arbitration & Conciliation Act has not been waived off.

(i) All disputes, between the parties to the Contract (other than those for which the decision of the Accepting Officer 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 Arbitral Tribunal of a Sole. The Officers so considered for appointment as Arbitrator, either as Sole Arbitrator or for Arbitral Tribunal, shall be having degree in Engineering or equivalent or having passed Final/Direct Final Examination of Sub Division II of Institution of Surveyor (India) or similar other Institutes recognised by the Government of India.

(c) Common for all Arbitration.

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

(ii) Provided that in the event of abandonment of the works or cancellation of the Contract under Condition No 52, 53 or 54 hereof, such reference shall not take place until alternative arrangements have been finalised by the Government to get the works completed by or through any other Contractor or Contractors or Agency or Agencies.

(iii) Provided always that commencement or continuance of any arbitration proceeding

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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.

(iv) If the sole Arbitrator or one or more Arbitrators of the Arbitral Tribunal so appointed resign(s) from his/her appointment or vacate(s) his/her office or is unable or unwilling to act due to any reason whatsoever, the Authority appointing him/her will appoint a substitute Arbitrator to act in his/her place in the manner specified hereinabove. In case the Arbitrator resigning in this manner is the Presiding Arbitrator, the other two Arbitrators of the Arbitral Tribunal shall appoint the substitute Presiding Arbitrator.

(v) The Arbitral Tribunal may **proceed with the arbitration, exparte**, if **either party, inspite of** a notice from the arbitrator fails to take part in the proceedings.

(vi) The Arbitral Tribunal may from time to time with the consent of the parties, enlarge the time for making and publishing the award subject to the limit laid down in the Arbitration & Conciliation Act 1996 as amended upto the date on which arbitration proceedings commence.

(vii) The Arbitral Tribunal shall make the award within the period as provided in the Arbitration & Conciliation Act 1996 (as amended upto the date on which arbitration proceedings commence) from **the date of entering on the reference or within the extended period as the case may be on** all matters referred to it and shall indicate findings alongwith sums awarded separately on each individual item of dispute. The Arbitral Tribunal shall give reason for the award in each and every case irrespective of the value of claims or counter claims.

(viii) The venue of Arbitration shall be such place or place or places as may be fixed by the Arbitral Tribunal in its sole discretion.

(ix) The Award of the Arbitral Tribunal shall be final and binding on both parties to the Contract.

Signature of Contractor:

**AGE (Contracts)
For Accepting Officer**