SPECIAL CONDITION OF CONTRACT

PROJECT: COMPRESSED AIR PIPING WORK FOR CONSTRUCTION OF HANGARS, UTILITY BUILDINGS AND ALLIED FACILITIES FOR PACKAGE -CIVIL- II & III, HAL NASIK

ENGINEERING PROJECT (I) LIMITED, NASIK

NAME OF WORK

COMPRESSED AIR PIPING WORK FOR CONSTRUCTION OF HANGARS, UTILITY BUILDINGS AND ALLIED FACILITIES FOR PACKAGE -CIVIL- III, HAL NASIK

Tender No. SRO/MKT/TH/200

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1. CONSULTANT AND CONSULTANT'S REPRESENTATIVE DUTIES

The Consultant and his representative shall carry out such duties as are specified in the Contract like giving instructions regarding execution of entire work as per the Engineering standards, issue of relevant drawings (however contractor should make Shop Drawings accordingly and get it approval from consultant before commencement of work), providing clarifications on the drawings and specifications, quality control measures, guidance on all technical matters, scrutiny of claims, suggestion of modifications/changes as per the requirement of owner, all documentation works whatsoever required and connected with the execution of the subject work.

The consultant shall has no authority to relieve the Contractor of any of his obligations under the Contract.

2. PASSING OF WORKS AND SITE ORDERS

The work shall be executed in a workman like manner and to the satisfaction, in all respects to the Consultant and Engineer In Charge. The contractor is entitled for payment of any work or items of works executed by him only after passing the said executed works by the consultant and Engineer-in-charge and upon entering the measurements of such passed work in the measurement book and accepted by the contractor. The consultant/Engineer-in-charge will communicate or confirm his instructions to the contractor in respect of the execution of the work in a site order book maintained at his office and the contractor visit his office daily and shall confirm receipt of such instructions by signing the relevant entries in the said book. Such entries will rank as orders or notices in writing within the intent and meaning of those conditions. Failure or refusal to sign the said book does not absolve the contractor of his responsibilities to give effect to any orders noted therein. Signature made on subsequent pages of the site order book or any of the registers maintained in connection with the contract shall be considered that he has is in full knowledge of all the entries made till that place and deemed to have accepted the content therein.

3. COMMENCEMENT, DELAYS AND SUSPENSION

1) The Contractor, on the written order of upon being so required by the Employer, suspend the progress of the Works or any part thereof for such time or times and in such manner as the Employer may consider necessary and shall during such suspension properly protect and secure the work, so far as it is necessary in the opinion of the Engineer in Charge. The extra cost incurred by the Contractor in giving effect to the above Employer's instructions under this Clause shall be borne by the employer except in following cases:

   a) if not provided for in the Contract, or (ie.staggered period specified in the contract or due to technical reasons etc)

   b) necessary by reason of some default on the part of the Contractor, or

   c) necessary by reason of climatic conditions on the Site, or

   d) necessary for the proper execution of the Works or for the safety of the Works or any part thereof in so far as such necessity does not arise from any act or default by the Employer and in cases where insurance cover exists.

Provided that the Contractor not be entitled to any such extra cost unless he gives written notice of his intention to claim to the Engineer In Charge within fifteen
days of the Employer’s order. The Employer shall settle and determine such extra payment and/or extension of time to be made to the Contractor in respect of such claim as shall, in the opinion of the Employer be fair and reasonable, and provided the Contractor has taken all steps to mitigate the losses.

2) If the progress of the Works or any part thereof is suspended on the written order of the Employer and if permission to resume work is not given by the Employer within a period of ninety days from the date of suspension thereof, unless such suspension is within paragraph a), b), c) and d) of sub clause 1 of this Clause, the Contractor may serve a written notice to the Employer requiring permission within fifteen days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended.

3) The Contractor commence the works physically on site within 15 days from the receipt by him of a written order to this effect from the Employer and shall proceed with the same with due expedition and without delay. The Contractor completes the construction of temporary offices, stores, laboratory, labour establishment etc. and mobilize required resources substantially during this period.

4) Save in so far as the Contract may prescribe, the extent of portions of the Site of which the Contractor is to be given permission from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will along with the written order to commence the Works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme or revised programmes, and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by written notice to the Engineer in Charge, make and will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works in accordance with the said programme or proposals, as the case may be. If giving possession of the work site is delayed by the Employer due to any reasons, the Employer shall consider grant of extension of time for the completion of the work. However, the contractor will not be entitled for any monetary compensation or other concessions other than grant of extension of time.

5) The Contractor bear all costs and charges for special or temporary right of way required by him in connection with access to the Site. The Contractor makes arrangements at his own cost for any additional accommodation outside the Site as required by him for the purposes of the Works.

6) Subject to any requirement in the Contract as to completion of any section of the Works before completion of the work as a whole, the whole of the Works shall be completed, hereof, within the time period specified in the tender notice and Price bid from the stipulated date of commencement specified in the letter of acceptance. Time is the Essence of the Contract.
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7) Should the amount of extra or additional work of any kind or any cause of delay referred to in these Conditions or exceptional adverse climatic conditions or other special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor, which entitle the Contractor to an extension of time for the completion of the Works, the contractor make a written request detailing all facts and data to the Employer and the Employer shall determine the amount of such extension and shall notify the Contractor accordingly. However the employer may not account any extra or additional work or other special circumstances unless the contractor had notified with detailed particulars regarding such circumstances to the Consultant and Engineer In Charge from time to time and such submissions may be investigated at that point of time.

8) If the Contractor fails to achieve completion of the Works within the time frame then the Contractor pay to the Employer the sum for such default and not as a penalty for every day or part of a day which shall elapse between the time prescribed General conditions of contracts

9) When the whole of the Works have been substantially completed and have satisfactorily passed all the tests that maybe prescribed in the Contract, the Contractor may give a notice to that effect to the Employer through the Consultant accompanied by an undertaking to finish any outstanding work within a time frame. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor to the Employer to issue a Certificate of Completion in respect of the works. Thereafter the contractor be present by himself for inspection of the entire work along with the consultant and Engineer In charge on the specified time notified by the Engineer In Charge. The Employer on recommendation of the consultant shall, within twenty-one days of the date of delivery of such notice either issue to the Contractor, with a copy to the Consultant, a Certificate of Completion stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which, in the Employer’s and consultant’s opinion, requires to be done by the Contractor before the issue of such Certificate. The Employer shall also notify the Contractor of any defects in the works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor be entitled to receive such Certificate only on making good of any defects so notified.

The Contractor may request and the Employer shall issue a Certificate of Completion (for part of the work) in respect of:

a) any section of the Works in respect of which a separate time for completion is provided in the Contract:

b) any substantial part of the Works or buildings which has been both, completed to the satisfaction of the Engineer in Charge and occupied or used by the Employer.

Provided always that a Certificate of Completion given in respect of any section or part of the Works before completion of the whole of the work shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Certificate shall expressly so state.
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By issuing completion certificate building wise (Part work) does not relive the contractor in fulfilling the obligations under the contract as a whole. The defect liability period will be reckoned from the date on which the final completion dates of the contract as whole.

4. DEFECTS LIABILITY

1) The defect liability period for the works executed under this contract shall be 18 months from the date of completion of the work as a whole. Even in case of part completion of work and taking over by employer, the defect liability period (18 months or longer periods in case of specialized items as specified in the tender) will be reckoned from the date of completion of the work as a whole.

2) Any defects, shrinkage, settlement, cracks or any other faults which may appear or be noticed within the Defect Liability Period, and arising in the opinion of the consultant and Engineer in Charge, shall be rectified and made good by the contractor at his own cost within reasonable time as informed to the contractor.

3) All such work be carried out by the Contractor at his own expense if the necessity thereof, in the opinion of the Engineer In Charge, be due to the use of materials or workmanship not in accordance with the Contract, or due to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

4) If the Contractor fails to do any such work as aforesaid required by the Employer or Consultant, the Employer be entitled to employ and pay other persons to carry out the same and if such work which, in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor.

5) The Contractor, search under the directions of the Consultant or Engineer In Charge for the cause of any defect, imperfection or fault appearing during the progress of the Works or during the Defects Liability Period. If such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case, repair, rectify and make good such defect, imperfection or fault at his own expense in accordance with the provision of this Clause.

6) During defect liability period, The contractor arrange for site inspection of entire work (Civil, Electrical and entire utility services) on a quarterly basis. The contractor depute minimum 1 engineer, having adequate experience in attending maintenance works. After inspection a detailed list of items needs rectifications or repairs is to be listed out and make immediate arrangement to attend the repairs and maintenance satisfactorily. On attending the repairs and maintenance the contractor submit a detailed compliance report and shall be in attendance for joint verification with the consultant or Engineer in Charge. If the contractor fails to depute suitable persons for periodic survey as detailed above and the defects noticed are not attended in time a penalty of Rs. 25,000.00 will be recovered towards inspection charges for each quarter. This Rs.25, 000.00 per quarter will be in addition to the expenditure whatsoever may be incurred by Employer for getting the rectifications done through other sources.
5  DEVIATIONS

1) The contractor carry out the deviations as may be ordered upto a maximum of +10% of the contract sum at the same terms, conditions and rates. There will not be any lower deviation limit. The Engineer-in-charge may delete or reduce any items of work at his sole discretion and the contractor will not have any claim whatsoever on this issue and the contractor be entitled for payment against the actual work done at the contract rates only.

Ordering of the deviations will be subject to the following conditions

a) The net sum of all deviations is less than the permissible deviations limit

b) The arithmetical sum of all additions and deletions should not exceed twice the deviation limit.

c) Deviation ordered in respect of any individual trade item included in the contract shall not exceed 50 percent of the value of that trade item in the contract as a whole or half of the deviation limits for the contract whichever is less.

d) The value of additions of items of any individual trade item not already in the contract shall not exceed 10 percent of the deviations limit.

The contractor not makes alternations, additions or omissions from the works as described in the contract except with written instructions of the Engineer-in-charge. No such deviations from the work described in the tender documents be valid unless the same has been specifically confirmed and accepted by the Engineer-in-charge in writing and incorporated in the contract.

Variations shall include additions (extra items), alterations which shall be included in the updated programme of execution of works.

2) The Engineer-in-charge may deviate either by way of addition or deduction from the work so described provided that the contract sum be not thereby varied on whole by more than the percentage set out in the contract. The value of all additions and deletions will be added to or deducted from the contract sum. Whenever the Accepting Officer intends to exercise such a right, his intention shall specify the deviation which are to be made, lump sum assessment or the proposed basis of payment, the extra time allowed, if any and the date for completion of the entire contract. Any objection by the contractor to any matter concerning the order shall be notified by him in writing to the Engineer-in-charge, within seven days from the date of such order but under no circumstances, shall the work be stopped unless so ordered by the Engineer-in-charge owing to differences or controversy that may arise from such objection. In the absence of such modifications of objection by the contractor, he shall be deemed to have accepted the order and the condition stated therein. In the event of the contractor failing to agree with the Engineer-in-charge regarding the items of the proposed deviations, the objection shall be referred to the Engineer-in-charge whose decision shall be final and conclusive and binding on the contractor.

3) All extra or additional work done by the order of the Consultant or Engineer in Charge shall be priced at the rates and prices set out as per SSR & clause no 10.
6. VALUATION OF PAYMENT

1) The quantities set out in the Bill of Quantities are the estimated quantities of the Work but they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract. The quantities are likely to be reduced/increased/deleted and the contractor not have any claim on such variation in quantity.

The contractor is required to submit the detailed measurements of all the works executed under the contract. This submission of measurements shall be based on physical measurements taken jointly with the consultant, of the actual work performed or executed by the contractor. The authorised representative of the contractor be in attendance for taking the measurements and shall provide all assistance, appliances required in taking the measurements.

1.a) The measurements will be further verified and certified by the Engineer In Charge. The contractor’s representative shall attend immediately for verification of the measurements whenever called for. Taking of measurements, recording and certification by the consultant shall be carried out regularly as the work progress and all hidden items shall be measured, recorded and certified before covering the same. The measurements taken shall be signed and dated by the authorized representative of the contractor and consultant and the same day. It will be the responsibility of the contractor to have regular measurements, certification and billing. If the contractor or contractor’s representative fails to attend when required the Engineer-in-charge shall have power to proceed by himself to the measurements, and in that case these measurements shall be deemed to have been accepted by the contractors as final and no further claim will be entertained.
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3) The Works shall be measured net, notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract.

The mode of measurements specified in the bill of quantities, technical specifications, MES SSR and IS codes will be followed. The MES SSR and IS codes to be followed in case there is no specific mention in the BOQ or Technical specifications.

For expedition of recording of measurements & billing, contractor adopts latest computer software packages and shall provide such packages to the Consultant and Engineer In Charge for their approval and implementation.

3.a) The contractor will be entitled for payment of the work done after fulfilling the requirement of recording the measurements in MB and submission of his bill in shall prescribe proforma. Running bills will be paid for the work completed to the entire satisfaction of the Engineer-in-charge, after making the following deductions, if any:

- a) All previous running account payments
- b) Cost of entire stores issued by EPI whether incorporated in the work or not
- c) Full value of the advances paid against the materials whether incorporated in the work or not
- d) Mobilization advance
- e) All statutory deductions
- f) Any other dues recoverable by EPI from the contractor under the present contract or any other contract.

3.b) Computerised billing

4. The contractor once in every month submit to the Engineer-in-charge of his claim in detail for the work done by him upto and including the previous months which are not covered by his contract agreement in any of the following respect.

- a) Deviation from the items and specification provided in the contract documents.
- b) Extra items/new items of work
- c) Quantities in excess of those provided in the contract schedule
- d) Items in respect of which rates have not been settled.

He should in addition, furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.
7. CONTRACTOR’S RESPONSIBILITY

1 The contractor co-ordinate with the activities of other agencies appointed by or permitted by the Employer, which may be simultaneously working in the working area of the contractor. The contractor not shift, remove / disturb, demolish any work or plant / equipment / material of any such agency without prior approval of Engineer-in-charge.

Co-ordination of work, required for services

Programme

2 Within 15 days of the Award of Contract, the contractor submit to the Consultant and Engineer In Charge for approval a Programme showing the order of procedure in which he proposes to carry out the works and other documents

The Programme shall be prepared taking into account the activities of various other agencies involved in the project and shall be submitted for the Approval of the Consultant and Engineer In Charge. The Programme shall be reviewed by the Engineer in Charge from time to time and revisions if necessary shall be made for well-co-ordinated and expedient implementation of the project. A separate Programme shall be prepared for each building/structure. The Employer will have the right to indicate priorities for execution of various items included in the Works. The Contractor will mobilize or re-mobilize or adjust his resources according to the priorities set by the Employer at no extra cost to the Employer. Even though overall period of the Contract shall be as stated in the CONTRACT DATA; the Consultant or the Employer may have to fix different periods of phase wise completion keeping in view the targeted date for commissioning.

The Contractor abide by such different dates of completion, which shall be within the overall stipulated period of completion and will provide the contractor with a shorter duration within which the Contractor will have to complete such works. The Contractor will not be entitled any extra payment on this account.

Cost Of Samples

3 The Contractors shall at their cost provide samples of all the materials for the approval of the Consultant and Engineer In Charge and shall provide alternative samples until the sample provided is as per the specifications and standards specified and an approval has been conveyed.

The Contractor at his cost provides one set of approved standards and codes to which the Proposed materials, items and works to be executed shall conform. Such a set shall be handed over to the Engineer In Charge for ready reference. All materials, items and works, when submitted for approval shall have reference of Tender Specifications and drawings and of clauses of relevant standard and codes for acceptance criteria.

The Contractor, at his own cost, provide testing facilities at site and also arrange and bear the cost of testing from outside laboratories as stipulated in the tender and as directed by the Engineer in Charge.

8. CERTIFICATION OF PAYMENTS

The Contractor may be paid weekly on the certificate of the Engineer in Charge, such sum or the price of the Works executed up to the end of the previous week after adjusting payments made in earlier bills and recovery of advances etc.

Payment for Works
Pre-final bill will be certified after verification by the consultant and Engineer In Charge of all the required details, ‘as-built’ drawings and duly checked the final measurements.

The contractor may submit the final bill after completion of the entire works and services, certification of all the items of works executed, completion of all measurements of works actually executed at site and certified by the consultant and Engineer In Charge, completion of all testing and inspections, submission of all required documents, statements, registers, approval of all deviations and additional items, approval of extensions etc. by the Employer.

The contractor consider and include all his claims whatsoever in the final bill which shall construe and mean that the contractor not have any other claims whatsoever against EPI under this contract other than those indicated in the final bill. For this purpose the contractor enclose to the final bill a No demand Certificate, stating that he has no any other claims whatsoever against the company under this contract except the claims indicated in the final bill and defect liability amount if any.

On receipt of the final bill duly signed by the contractor with all the aforesaid enclosures, the same will be scrutinized by the Engineer-in-charge to see whether the claims are in order. He will also examine the cost recovered and to be recovered, total material advances paid, recovered any to be recovered, mobilization advances paid, amount, recovered with interest and yet to be recovered total hire charges, electricity and water charges, already recovered and yet to be recovered & other particulars as may be necessary.

No claims of the contractor whatsoever EPI be entertained after payment of the final bill.

9. APPROVAL AND ACCEPTANCE

The work shall deem to have been accepted after fulfillment of all the following by the Contractor.

1. Obtaining certification from the competent and regulatory agencies, departments regarding completion of items wherever required for occupation and use of the Works and services and on handing over such certificates to the Employer.
2. Submitting As-Built Drawings, Catalogues, Brochures, Data Sheets, manuals as directed by the Engineer.
3. Submission of all registers, documents, and test results and all other documents as required to be maintained as per contract terms.
4. Completion of all measurements, verification and certification by the Consultant and the Engineer In Charge.
5. Obtaining Certificate of Completion, from the Employer.
6. Handing over of all the Works and services to the Employer.

10. MISCELLANEOUS

1. All staff and labour shall be given identity badges of approved design by the contractor and these shall be worn whenever the person is moving on the Site.

SIGNATURE OF TENDERER WITH SEAL

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2. "As Built Drawings" shall be provided by Contractor at the time of Pre-final bill and shall be prepared by the Contractor at his own cost.

As-built drawings shall be under preparation from the onset of the contract, in order that all minor amendments and discrepancies from the "Working Drawings" are incorporated. To ensure that this requirement is complied with, the Consultant shall inspect the drawings on his request as the Works proceed. 3 sets of "As-Built" drawings shall be submitted by the Contractor along with soft copy in CD or DVD.

At the discretion of the Consultant and subject only to his express agreement certain working drawings may be modified and submitted to the Consultant as the "As Built" drawings.

3. The Contractor also provide the Engineer in Charge through the consultant with two copies in a durable plastic case of the operating and Maintenance Instruction Manuals in respect of all equipment’s, machines etc.. The arrangement of these manuals shall be as follows:

   SECTION A : Index
   SECTION B : Description and details of materials, items, fittings and fixtures used for the project along with Catalogues & Addresses of the Suppliers.
   SECTION C : Planned maintenance instruction and dates for order replacements.
   SECTION D : List of recommended consumables.
   SECTION E : List of "As-Built" Drawings

Until the Record Drawings, prints, transparencies and manuals referred to above have been received and approved by the Consultant, the Contract shall not be considered as complete and payment of monies will be withheld until such drawings, etc. have been submitted to and approved by the Consultant and the cost of providing such records including proper submission thereof is deemed to be included in the Contract Sum quoted by the Contractor.

4. The pricing of deviations shall be as per the following order of preference: -

   a) Deviations will be priced at Bill of Quantities rates where the items are already included in BOQ.
   b) In respect of items not included in BOQ, but where similar items are found in BOQ, the rates of those items shall be derived directly from BOQ.
   c) Where the rate cannot directly be derived from BOQ the same will be worked out with reference to BOQ and standard schedule of rates i.e. M.E.S. SSR ..
   d) Where the above alternatives are not possible, the rate will be taken / derived from M.E.S., SSR and increased by the contractor percentage for pricing of deviations as inserted in the tender documents.
   b) Where it is not possible to derive the rate from M.E.S., SSR, the same will be based on the actual expenses / cost such as cost of materials brought at site, labour, expenses of machinery usage, water and electricity charges, all applicable taxes, plus 10% to cover Contractor’s overheads and profits. In
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this case, the contractor has to produce satisfactory evidence / vouchers as proof of expenditure.

c) The rate of MES SSR shall be the rate inclusive of applicable enhancements at the time of execution.

For such extra items as stated above, the Contractor obtain necessary approval from the Engineer in Charge prior to the commencement of such work in writing. The decision of the Engineer In Charge in matters of such extra items shall be final and binding on the contractor.

5. Payment for items/quantities ordered as deviation (either due to variation in quantity or due to inclusion of non-tendered items), the Engineer in charge will submit “Deviation for approval in principle” on approval of which 75% of value will be admitted for payment along with RA bills without financial concurrence. The balance 25% will be released on approval of the final deviation statement by the competent authority with financial concurrence.

6. Employer reserves the right to carry out post payment audit and technical examination of the running/final bill including all supporting vouchers, abstracts etc. Employer further reserves the right to enforce recovery of any over-payments when detected, notwithstanding the fact that the amount of the running bill/final bill may be included by one of the parties as an item of dispute before an arbitrator appointed and notwithstanding the fact the amount of the running / final bill figures in the arbitration award.

If as a result of such audit and technical examination any over-payments are discovered in respect of any work done by the contractor or alleged to have been done by him under the contract it shall be recovered by Employer from the contractor or if any underpayment is discovered, the amount shall be duly paid to the contractor by Employer subject to the other terms and conditions of the contract.

The works are, liable to be examined by Chief Technical Examiner under CVC and vigilance departments. In case, any deficiencies are noticed during such examination(s), appropriate recovery will be made from the contractor’s bill or from any amount due for payment under the subject work or any other amount become due to the contractor in EPI. The contractor carry out all the tests as may be required and ordered during or consequent to technical inspection.

The contractor have to maintain all documents, formats, registers as required and as directed by the Consultant and Engineer In charge and shall be updated on daily basis along with the signatories as per requirement.

7. After completion of works, contractor submits a set of all quality records, which are maintained at site.

8. Contractor takes work permits from concerned departments of EPI as per requirement commencement of the work every day.

The contractor at his own cost and responsibilities follow all the safety rules and safety codes such as:

- IS Codes
- As applicable to the relevant work

SIGNATURE OF TENDERER WITH SEAL

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3696-1987 Safety code for scaffolds and ladders.
4014 (part 2) -1986 Safety regulations for steel tubular scaffolding
3764-1966 Safety code for excavation work.
4081-1986 Safety code for blasting and related drilling operation.
4130-1976 Safety code of demolition of building.
4138-1977 Safety code for working in compressed air
4912-1978 Safety requirements for floor and wall openings, railings and toe board
7969-1975 Safety code for handling and storage of building materials
13415-1992 Safety code for protective barriers in and around the building
13416-(part 2) - 1992 Recommendations for preventive measures against hazards at workplace-fall prevention
5916-1970 Safety code for construction involving use of hot bituminous material.
7293-1974 Safety code for working with construction machinery.
8989-1978 Safety code for erection of concrete framed structure.

11. LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORKS.

a) Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years’ service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c) Employees P.F. and Miscellaneous Provision Act 1952:- The Act provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:

   i) Pension or family pension on retirement or death, as the case may be.
   ii) Deposit linked insurance on the death in harness of the worker.
   iii) Payment of P.F. accumulation on retirement / death etc.

d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
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e) **Contract Labour (Regulation & Abolition) Act 1970**: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

f) **Minimum Wages Act 1948**: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are schedule employments.

g) **Payment of Wages Act 1948**: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) **Equal Remuneration Act 1979**: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) **Payment of Bonus Act 1965**: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above upto Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) **Industrial Disputes Act 1947**: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) **Industrial Employment (Standing Orders) Act 1946**: It is applicable to all establishment employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l) **Trade Unions Act 1926**: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) **Child Labour (Prohibition & Regulation) Act 1986**: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all
other occupations and process. Employment of Child Labour is prohibited in Building and construction Industry.

n) **Inter-State Migrant workmen’s (Regulation of Employment & Conditions of Service Act 1979):** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) **Factories Act 1948:** The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

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**12 CONTRACTOR’S SUPERVISION**

The contractor appoints a responsible and Competent Engineer holding a Power of Attorney to act on his behalf in execution of the contract.

If the contractor fails to appoint suitable Engineer as aforesaid the EIC shall have full powers to suspend the execution of work and stop payment of any advances / bills that may have become due until such date a suitable Engineer is appointed and the contractor be held responsible for the delay caused to the work and no extension of time on this account shall be given to him.

Orders given to the contractor’s authorized Engineer be considered to have the same force, as if they had been given to the contractor himself. The authorized Engineer of the contractor be in attendance at the site during all working hours and shall monitor the execution of work with such additional assistance in each trade as detailed hereinafter or s the Engineer In charge may consider necessary.

The contractor or his accredited Engineer shall attend when required and without making any claim for doing so, either the office of the Engineer-
in-Charge or the worksite to receive instructions.
The Engineer In Charge shall have full power and without assigning anyeasons, advice the contractor immediately to cease to employ in
connection with the contract if any agent/servant or employee whose
continued employment is in his opinion is undesirable. The contractor not
be allowed any compensation on this account.
The contractor deploys an accredited representative holding power of
attorney to monitor the work. The qualification and experience of the
Engineers shall as detailed below to receive instructions from the
Engineer-in-Charge.

The minimum Technical Qualifications in the respective field of
supervisory staff of each class of contractor be as follows:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Value of Work</th>
<th>Technical Qualification</th>
</tr>
</thead>
</table>
| 1      | For works costing above Rs. 100.00 lakhs and upto Rs. 300.00 lakhs (Total contract Value) | i) one Degree Holders, one each in Civil/Mechanical services as applicable with at least five years practical experience  
ii) one Diploma Holders one each in Civil /Utility services as applicable with at least three to five years practical experience in works of the nature contracted |

The employment of an Engineer’s shall be made after the approval of the
EIC who may verify his qualifications and experience by referring to
original degree/diploma/testimonials etc., which shall be made available to
him by the contractor or the individual employed.

If the contractor did not employ the required technical staff at site as per
EIC, the recovery from the contractor against non-deployment or less
qualified supervisory staff will be enforced as per following details and
EPI rules & regulations.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Value of Work in Rs. Lakh</th>
<th>Technical Qualification</th>
<th>Proposed recovery Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>For works costing above Rs. 100.00 lakhs and upto Rs 500.00 lakhs</td>
<td>i) one Degree Holders in Civil Engineering as applicable with at least five years practical experience and ii) one Diploma Holders in Civil Engineering as applicable with at least three to five years practical experience in works of the nature contracted for (Suitably allocated for handling Quantity surveying, Field Laboratory, Surveying and other specialized work)</td>
<td>Rs.30,000/- per month for each degree holder &amp; Rs.20,000/- per month for each Diploma holder</td>
</tr>
</tbody>
</table>

However any breach / repeated deviation to this contract clause shall attract cancellation / debarring the contractor from participating in future tendering process.