

**GENERAL CONDITIONS OF CONTRACTS (IAFW-2249 PRINT 1989)**  
**FOR LUMP SUM CONTRACTS (IAFW-2159)**  
**AND SCHEDULE OF MINIMUM FAIR WAGES**

1. A copy of the MES GENERAL CONDITIONS OF CONTRACTS (IAFW-2249 Print-1989) with errata and amendments has been supplied to me/us and is in my/our possession. I/We have read and understood the provisions contained in the aforesaid GENERAL CONDITIONS OF CONTRACTS before submission of this tender and I/We agree that I/We shall abide by the terms and conditions thereof.
2. It is hereby further agreed and declared by me/us that the MES General Conditions of Contracts (IAFW-2249 of Print 1989) including condition 70 thereof pertaining to settlement of disputes by Arbitration containing 33 pages (Serial Page No. 34 to 66) with errata 1 to 20 and Amendment Nos. 1 to 49 containing 21 pages (Serial Page Nos. 67 to 88) form part of these tender documents.
3. It is hereby agreed that 'Schedule of Minimum Fair Wages' (SMFW) as published vide Govt. of India Notification up to the last date of receipt of tender documents and as amended subsequently from time to time by the order of competent Central/ State Govt./ Local authorities form part of the tender documents.
4. Schedule of Minimum Fair Wages is not enclosed along with the tender but the contractor is deemed to have full knowledge regarding the minimum wages payable to labourers as legally effective on date of submission of tender and his tendered rates shall be deemed to have been based on the same. For the purpose of reimbursement of price variation (PV) clause for wage escalation of labour, the minimum wages legally effective on the date of receipt of tender shall be the basis.
5. The minimum wages legally effective referred to above are the minimum wages notified in Gazette/ governed by any local regulations or by Central Govt., whichever is higher.
6. My/ Our signature hereunder amounts to my / our having read and understood the provisions contained therein and I/ We agree that aforesaid documents form part of tender.

**NOTE:**

- (i) The documents mentioned above can be seen in the office of the Chief Engineer, Air Force, Gandhinagar - 382 042 or in any other MES (CWE/ GE) office during working hours.
- (ii) In case of difference in interpretation due to wordings of English and Hindi versions, the English version will prevail as per Article 348 of constitution of India.

**Signature of contractor**

**AAD (Contracts)  
For Accepting Officer**

**CORRECTION SLIP TO GENERAL CONDITIONS OF CONTRACT (IAFW -2249)**

Correc- tion No.	Condition No. and location	Particulars
1	2	3
1	70	<p><b>The existing descriptions shall be substituted by the revised description as under:</b></p> <p><b><u>(a) Arbitration Where Applicability of Section 12 (5) of the Arbitration and Conciliation Act Has Been Waived Off:-</u></b></p> <p>All disputes, between the parties to the Contract (other than those for which the decision of the CWE 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 (in case of contract sum less than or equal to Rs 100 Crore) or to Arbitral Tribunal of three Arbitrators (in case of contract sum exceeding Rs 100 Crore) from MoD Panel of Arbitrators. 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 recognized by the Government of India.</p> <p>In case of arbitration by sole Arbitrator, the Arbitrator shall be appointed by the Authority mentioned in the contract documents within a period of thirty days of having received the notice from any of the parties to Contract, out of MoD Panel of Arbitrators. In case of Arbitral Tribunal consisting of panel of three Arbitrators, both the parties will be asked by the Appointing Authority to suggest at least two names out of MoD Panel of Arbitrators within thirty days. The Appointing Authority will appoint two arbitrators, one Arbitrator each out of the suggested names. The two Arbitrators so appointed will select one Arbitrator from the MoD Panel of Arbitrators who will be the 'Presiding Arbitrator'. The Serving Officer(s) so appointed as arbitrator(s), either as sole Arbitrator or as one of the three Arbitrators in the Arbitral Tribunal, can continue as Arbitrator even after retirement, provided both the parties to the Contract give written consent to this effect. In such case, however, the arbitrator shall not be entitled for any fee even after retirement.</p> <p><b><u>(b) Arbitration Where Applicability of Section 12 (5) of Arbitration &amp; Conciliation Act Has Not Been Waived Off:-</u></b></p> <p>All disputes, between the parties to the Contract (other than those for which the decision of the CWE 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 (in case of contract sum less than or equal to Rs 100 Crore) or to Arbitral Tribunal of three Arbitrators (in case of contract sum exceeding Rs 100 Crore). 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 recognized by the Government of India.</p>

**CORRECTION SLIP TO GENRAL CONDITIONS OF CONTRACT (IAFW -2249) Cont'd**

1	2	3
		<p>In case of arbitration by sole Arbitrator, the Arbitrator shall be appointed by the authority mentioned in the contract documents from the MoD Panel of Arbitrators within a period of thirty days of having received the notice from any of the parties to Contract. In case of Arbitral Tribunal consisting of panel of three Arbitrators, both the parties will be asked by the Appointing Authority to suggest at least two names out of MoD Panel of Arbitrators within thirty days. The Appointing Authority will appoint two arbitrators, one Arbitrator each out of the suggested names. The two Arbitrators so appointed will select one Arbitrator from the MoD Panel of Arbitrators who will be the ‘Presiding Arbitrator’.</p> <p><b><u>(c) Common For All Arbitration:-</u></b></p> <p>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.</p> <p>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 finalized by the Government to get the works completed by or through any other Contractor or Contractors or Agency or Agencies.</p> <p>Provided always that commencement or continuance of any arbitration proceeding 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.</p> <p>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.</p> <p>The Arbitral Tribunal may proceed with the arbitration, exparte, if either party, in spite of a notice from the arbitrator fails to take part in the proceedings.</p> <p>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 &amp; Conciliation Act 1996 as amended up to the date on which arbitration proceedings commence.</p> <p>The Arbitral Tribunal shall make the award within the period as provided in the Arbitration &amp; Conciliation Act 1996 (as amended up to 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 along with 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.</p> <p>The venue of Arbitration shall be such place or place or places as may be fixed by the Arbitral Tribunal in its sole discretion.</p> <p>The Award of the Arbitral Tribunal shall be final and binding on both parties to the Contract.</p>