

# HINDUSTAN COPPER LIMITED

(A GOVERNMENT OF INDIA ENTERPRISES)

## KHETRI COPPER COMPLEX

P.O. KHETRI NAGAR – 333504  
(RAJASTHAN)

- (a) RFQ No: 6953 Date: 25.07.2017
- (b) Job Description: **Disposal of garbage and dead animals on day to day basis in Kolihan Nagar township during 2017-18.**
- (c) Estimated Value: Rs. 345932.00
- (d) EMD Rs.3500.00
- (e) Last date, time and place for acceptance of tender: -- Date: 11.08.2017 at 2:30PM in the Tender Box marked as CONTRACT kept in the Tender Room at Purchase department i.e. in the 3<sup>rd</sup> Floor of Administrative Building of KCC”.
- (f) Date & time of tender opening – Date on 11.08.2017 at 03:00PM
- (g) Completion Period : TWELVE MONTHS
- (h) Defect liability period –NIL.

Tender issued by

Signature of Officer

Name .....

Design.....

Date.....

## Contents

	Page No.		Page No
A. NIT	3-6	41. Liability for Damage & Rectification	32
B. Tender	7	42. Urgent Works	33
C. General Conditions of Contract 1-3 Definition	8-9	43. Changes in Constitution	33
4. Contract Documents	9	44. Training of Apprentices	33
5. Works to be carried out	10	45. Non Exercise of Power-,No waiver.	33
6. Inspection of Sites	10	46. Contractor's status capability(Information)	34
7. Sufficiency of Tender	10		
8. Discrepancies/ Adjustments of Errors	10	Valuation and Payment	34
9. Security Deposit / Retention Money	11	47. Records and Measurements	34
10. Deviation/Variation-Extent& pricing	12	48. Methods of Measurements	35
11. Extra Item	13-14	49. Production of vouchers	35
12. Suspension of Works	15	50. Payments on Accounts	35
13. Time & Extension for delay	15	51. Time limit for payment of Final bill	36
14. Plant & Equipment	16		
15. Materials	17-19	52. Over payments & under payments	37
16. Labour and Safety Code	20	E Arbitration and law :	37
17. Admission to site	21	53. Arbitration	37
18. Setting out the works	21	54. Laws Governing the contract	
19. Site Drainage	21	F. Appendix –1. Contractor's Labour Regulation	38
		2. Safety code	48
20. Nuisance	21		
21. Materials obtained from Excavation	22	G. Special conditions 52-54	
22. Treasure Trove, Fossils etc.	22	1. Const. Water & Electricity	
23. Protection of Trees	22	2. Grading of Sand	
24. Watching & Lighting	22	3. Leads & lifts	
25. Contractor's Supervision	22	4. Proportionate progress	
26. Inspection & approval	22	H. Schedule of Quantities Schedule A	
27. Duties & Powers of Engineer	23	1. Materials for issue to contractor	B 55
28. Uncovering & making good	23	2. T & P to be hired to contractor	C 56
29. Work during Night or on Holidays	23	3. List of Drawings	D 56
30. Completion certificate	23	4. Phased completion & handing over of Buildings	E 57
		5. Reference to General Conditions of Contract	F 58
31. Penalty Clause	24		
		Condition 59	
32. Defects liability period	24		
33. Contractor's liability and Insurance, Statutory Obligation & Security Regulation	25-26		
34. Facilities to other contractor(s)	27		
35. Notice to local Bodies	27		
E			
36. Sub-Contracts	27		
37. Instruction & Notices	28		
38. Foreclosure of contract or reduction in scope	30		
39. Termination of contract for death	31		
40. Cancellation of contract(in full or in part)	31		

# HINDUSTAN COPPER LIMITED

(A GOVT. OF INDIA ENTERPRISE)

## Khetri Copper Complex

P.O. KHETRI NAGAR – 333504 (RAJASTHAN)

### Notice Inviting Tenders

On behalf of Hindustan Copper Limited, AGM (M&C) Khetri Copper Complex, Khetri Nagar, Distt. Jhunjhunu (Raj.), Pin Code 333504, invites item rate tenders for the work of “**Disposal of garbage and dead animals on day to day basis in Kolihan Nagar township during 2017-18**”.

The work is estimated to Cost Rs. 345932.00

2. The work is required to be completed within TWELVE MONTHS from the fifteenth day of the date on which the Engineer-in-charge issues written order to commence the work or from the date of handing over the site, whichever is later, and in accordance with any phasing indicated by the Company in the tender documents.
3. Normally contractors whose names are bone on the approved list of contractors of Hindustan Copper Limited, C.P.W.D. State PWDs MES Railways and Government Undertaking and within whose financial category the estimated amount falls will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and/or a partner shall tender for the execution of the same works. If they do so all such tender shall be liable to be rejected. The tendered is required to submit invariably an attested copy of the patterned ship deed with the tender documents, in case of partnership firms.
4. The K.C.C. Project head shall be the accepting officer here in after referred to as such for the purpose of this contract.
5. Application for issue of tender documents shall be submitted to the AGM (M&C), K.C.C., so as to reach his office on or before... 11/08/2017; 1:00 P.M.
6. Tenderer shall produce a copy of the valid Income Tax Clearance Certificate before tender document(s) is issued to him.
7. Tender documents consisting of plans, specification, schedules of quantities of the various class of work to be done, the conditions of contract and other necessary documents together with addressed envelopes to be used for return of tender forms and other documents will be open for inspection and sold on payments of Rs.NIL only on or before 11/08/2017; 1:00 P.M.
8. Copies of other drawing & documents pertaining to the work signed for the purpose of identification by the accepting officer for his accredited representative and samples of material to be arranged by the contractor will be open for inspection by tenders at the following office during working hours between the dates mentioned in clause 7 above :-(a) CM (Civil) office, Civil Wing, Khetri Copper Complex.
9. Tenders are advised to visit the site sufficiently in advance of the date fixed for submission of tender. A tender shall be deemed to have full knowledge of all the relevant documents, samples, sites etc. Whether he inspects them or not.
10. Submission of a tender by a tender implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work done and of conditions and rates at which stores, tools and plants, etc. will be issued to him by the Company and local conditions and other factors having direct or indirect bearing on the execution of the work(s).
11. Tender should quote in figures as well as in words rate(s) tendered. The amount for each item should be worked out and the requisite total(s) given. Special care shall be taken to write rates in figures as well as in words, and the amounts in figures only in such a way to write rates in figures as well as in words, and the amounts in figures only in such a way that interpretation is not possible. The total amount shall be written before the figures of Rupees and the words, paise after the decimal figures, e.g. Rs. 2.15 and in case of words the words ‘Rupees’ should proceed and the word

'paise' should be written, at the end. Unless the rate is in whole rupees and whole rupees and followed by the words 'only'. It should invariably be up to two places of decimal. In case of any variation in the rates quoted for an item in figures and words the rate quoted in words shall be taken as the rates for that item.

12. All rates shall be quoted on the Tender form only.

13. In the case of item rate Tenders, only rates quoted shall be considered. Any Tender containing percentage below/above the rates quoted is liable to be rejected.

14. The Tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has / have tendered or who may and / have tendered for the same works Failure to observe these conditions shall make the Tender of the contractor tendering as well as of those witnessing the Tender witnessing the Tender liable to rejection.

15. Tenders shall be received the TENDER BOX up to 14:30 hrs. on 11/08/2017 and shall be opened at 15:00 hours on the same day in the presence of tenders or the authorized representative who may be present.

16. EMD :

A) Earnest Money may be deposited by way of Demand Draft/Banker's Cheque/Pay order/ Bank Guarantee (BG) from any Scheduled Commercial Bank except Co-operative and Gramin Bank drawn in favour of "Hindustan Copper Limited", payable at Khetrinagar / Kolihan Nagar. Earnest Money shall be enclosed with the Techno-commercial Bid only, failing which tender/quotation will not be accepted.

Demand draft/Bankers' cheque drawn in favour of Hindustan Copper Limited, Khetri Copper Complex, Payable at Khetri Nagar, Drawn on SBI Khetri Nagar or Indian Overseas Bank, Kolihan Nagar or Indian Overseas Bank, Khetri Nagar. Earnest money will not be adjusted from any other amount due from the company. In case DD/Pay Order is payable at other than SBI, Khetri Nagar/IOB, Khetri Nagar banks, the EMD shall be refunded back after deducting the collection charges on finalization of the tender.

**RTGS:** The EMD can also be submitted through RTGS directly in HCL's account as per given details. The proof of details of RTGS transfer of EMD amount should be sent through e-mail and a copy of same should be attached along with techno commercially bid.

For RTGS details:

i) Account holder's name: Hindustan Copper Limited.

ii) Account No.: 51032062450.

iii) IFSC No. : SBIN0031133 (STATE BANK OF INDIA, BRANCH KHETRI NAGAR).

B) The following are exempted from submission of EMD

- Public Sector Undertakings /Govt. Dept./Govt. Institutions
- Micro and Small Enterprises registered with Districts Industries Centers (DICs) / Khadi & Village Industries Commissions (KVIC) / Khadi & Village Industries Board (KVIB) / Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises up to the extent of their monetary limit.

For MSEs, the exemption from submission of EMD is to be granted only for the items for which they are registered with the concerned authorities

17. The tender whose tender is accepted (unless exempted) shall permit the Company at the time of making any payment to him for work done by him under the contract to deduct such sum along with the amount of earnest money already deposited. The Tenderer has to deposit 5% of contract value towards SD in cash / DD/B.G. before work commences. The SD amount shall bear no interest to the contractor.

18. Company will return the Earnest money where applicable, to every unsuccessful tender on production by the tenderer a certificate, of the Asst.General Manager (M&C).

19. Tender shall submit the tender will satisfies each and every condition(s) laid down in this Notice, failing which, the tender will be liable to be rejected.

20. The company reserves its rights to allow to the public enterprise(s) price preference facilities as admissible under the existing policy and does not bind itself to accept the lowest or any Tender or to give any reasons for the decision in this behalf.

21. The Tender notice shall form part of the Tender Documents.

22. Conditional tender(s) are not acceptable. These are liable to be rejected. Should it be necessary to stipulate any condition(s), the same may be submitted in a separate enveloper, which shall be opened first in the presence of all the contractors present. The price bid may be submitted in a separate cover, which shall be opened only after the conditions stipulated are brought at par or withdrawn.

### **23. PRICE BID**

Tenderer should quote the rates through Enterprise Procurement System through Internet.

24. **LATE OFFER:**In no case late and delayed offers will be considered. HCL/KCC shall not be responsible for any postal delays also.

### **26. COMPLIANCE OF CENTRAL & STATE'S ACTS**

The Contractor shall abide by all the Acts and Regulations relevant to this work, of Central and State Govt. and Rules framed there under from time to time and also be responsible for any compensation / claim/ penalty payable as a consequence due to any accident / default or any other reasons whatsoever.

### **27. CENTRAL & STATE GOVT. RULES & REGULATIONS**

- a) You shall have observed all the State & Central Govt. Rules, Regulations & Acts wherever applicable.
- b) The work during its progress can also be inspected by the Chief Technical examiner / Technical Examiner of Central Vigilance Commission or by an officer of Vigilance Cell of HCL independently ab initio / on behalf of the Engineer-in-charge.

### **28. IR-CLEARANCE**

The contractor is required to contact concerned officer of HR department for obtaining the clearance for starting the work and knowing the modality of payment of Provident Fund and Family Pension under the Employee's Provident Fund and Miscellaneous Provisions Act and getting the introductions of any other laws of the land and also for completing the formalities regarding contractor's labourers.

### **29. INCOME TAX, Works Contract Tax/Turnover Tax, Royalty etc.**

The taxes at source shall be deducted from the payment made to the contractor as required under relevant statutes.

### **30. SALARY & WAGES OF CONTRACTOR LABOUR**

Contractor shall regularly pay the wages of his labourers. If he fails to clear the dues (wages of his labourers), and the Company, HCL/KCC is forced by statute to pay them, a penalty of 24 % of dues paid to his labourers will be charged from the contractor's pending amount with HCL/KCC. **If the default continues for 3 months**, the Contract will be terminated and Wages & Statutory Payments to the labourer of the contractor will be paid by Principal Employer i.e. HCL/KCC, forfeiting contractor's any pending amount with HCL/KCC including Security Deposit. Report of the same will be sent to IR department on monthly basis

### **31. DEMURRAGE/DETENTION CHARGE**

Demurrage / detention charges or any other claims paid by the company for reasons attributed to the contractor shall be recoverable from the contractor's account. The decision of the Engineer-in-Charge in this regards shall be final and legally binding on the contractor.

32. The company does not accept any responsibility for delay in work, for any loss to the contractor due to non supply of cement, water, electricity or any other material/service provided by the HCL/KCC.

33. HCL reserves the right to reject any or all the offers and award in part or in whole, the contract, at its sole discretion without assigning any reasons thereof.

### **34. Quantity Variation**

The quantity as mentioned under the scope of work can be increased or decreased (Maximum by 25%) at the discretion of the company HCL/KCC. No claim for less work will be entertained.

### **35. MATERIAL RE-CONCILIATION**

Contractor has to give a complete statement for material re-conciliation against each item issued. For any shortfall in quantity of material, corresponding amount will be recovered from contractor's bills whatever may be the reason. (Permissible losses are exceptions).

### **36. NIL CONSIDERATION:**

**'NIL' charges / consideration in price bid shall be treated as unresponsive and will not be considered.**

### **37. ACCOMODATION FACILITY**

The contractor may be provided Company's (HCL/KCC) quarter on chargeable basis (Rent, Electricity & Water etc.) as per availability and policy of the Company as in force during the tenure of the contract, if no any other accommodation has been provided to the contractor under any other contract by the Company.

### **38. MEDICAL TREATMENT:**

- i. Outdoor treatment and medicine (available at KCC hospital), in case of injury at work site will be provided free of cost at KCC Hospital.
- ii. For all other treatment / medical expenditure, it will be the responsibility of the contractor. The charges of such medical treatment will be borne by the contractor in addition to the various provisions under the Employees Compensation Act, 1923 (as amended up to date).

39.HCL management shall immediately be informed in case of any change in the members of the firm/company or its address or in case of any merger.

### **NOTE:-**

Required Earnest Money as per Sl.16 of NIT at page II of tender documents must be deposited along with the Tender in separate cover in the prescribed form together with cash receipt / demand draft of a Scheduled Bank, in this behalf.

The Tender not accompanied by Earnest Money which should be in a separate cover will not be accepted and is liable to be summarily rejected, Provision of fixed Earnest money deposit also exists in HCL/KCC and is optional to the bidder.

for and on behalf of  
HINDUSTAN COPPER LIMITED  
Asst.General MANAGER(M&C)  
Khetri Copper Complex

**TENDER**

To,

The Project Head,  
Hindustan Copper Limited, Khetri Copper Complex,  
Khetri Nagar – 333504 (Raj.)

Ref. NIT No.....  
Dt.....

I/We have read and understood the following documents relating to the Construction of.....

- (a) Notice inviting tender.
- (b) Schedules A,B,C,D,E and F.
- (c) Specification C.P.W.D. 2009 together with amendments, if any.
- (d) Drawings.
- (e) General Conditions of contract including Appendices 1 to 11
- (f) Special conditions.
- (g) C.P.W.D. Schedule of rates for works at Delhi 2012(referred to in the General Conditions of Contract as Schedule of Rates) together with latest amendments.

I/We hereby tender for the execution of the work referred to in the aforesaid documents upon the terms and conditions contained or referred to there-in and in accordance with the specifications, designs, drawings and other relevant details, at the rates contained in the Schedule of quantities and with-in the period(s) of completion as stipulated in the N.I.T.

In consideration of I/We being invited to tender I/We agree to keep the tender open for acceptance for Ninety days from the date of opening thereof and not to make any modifications in its terms and conditions which are not acceptable to the Company (HCL/KCC).

A sum of Rs..... is hereby forwarded in Cash / Demand draft, only of a nationalized bank as earnest money. If I/We fail to keep the Tender open as aforesaid or make any modifications in the terms and conditions of the Tender which are not acceptable to Company, I/we agree that the Company shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely & in full. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms & conditions, and the provisions of the aforesaid document.

If after the tender is accepted, I/We fail to commence the execution of the work(s) as provided in the conditions, I/We agree that the company shall without prejudice to any other rights or remedy, be at liberty to forfeit the said earnest money absolutely & in full.  
Exemption from payment of Earnest Money.

I/We have furnished fixed EMD/in lieu of earnest money and deposited with the KCC Finance Deptt. Lump sum amount of Rs. 25,000/- for contracts of value up to of Rs. 25.00 Lacs (documentary evidence enclosed). The contractor will not be allowed adjustment of EMD from his bills for other contracts, if any.

Witness.....	Signature .....
Date.....	In the capacity of .....
Address.....	Duly authorized to Sign. The tender to Behalf of (in BLOCK CAPITAL).....
	Date .....
	Postal Address
	Telegraphic Address.....
	Telephone No.....

# HINDUSTAN COPPER LIMITED

(A GOVT. OF INDIA ENTERPRISE)

## GENERAL CONDITIONS OF CONTRACT INTERPRETATION AND DEFINITIONS

**The Corrigendum, if any shall be given only at our website**

**www.hindustancopper.com" Singular and Plural:-**

1. Where the context so requires, words importing the singular only also include the plural and vice versa.
2. Heading and Marginal Notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in their interpretation or construction there of or of the contract.

### **Definitions :-**

3. (a) The "Accepting Authority" shall mean the authority mentioned in Schedule F.
  - (b) The "Contract" shall mean the Notice Inviting Tender and acceptance thereof and the formal agreement, if any, executed between the Accepting Authority of Hindustan Copper Limited / KCC and the Contractor together with the documents referred to there in including conditions with appendices and any Special Conditions, the specifications, designs, Drawings, price schedule/Bills of quantities and schedule of rates. All these documents taken together shall be deemed to form a Contract Document and shall be complementary to one another.
  - (c) The "Contractor" shall mean the individual or a firm or a Company (whether incorporated or not) a govt. undertaking and shall include legal representatives of such individual or person composing such firm or unincorporated Company, or successors of such firm or Company as the case may be an permitted assigns of such individual or firm or Company.
  - (d) The "Contract Sum" shall mean:-
    - i. In the case of Lump sum of which the Tender is accepted
    - ii. In the Case of percentage Rate Contracts the estimated value off the work as mentioned in the tender adjusted by the Contractors percentage
    - iii. In the case of item rate contracts the cost of the works is arrived by multiplying the quantities shown in schedule of items/with the item rates quoted by the tender of the various items.
  - (e) A "Day" shall mean a day of 24 Hours from midnight to midnight irrespective of the number of hours worked in that day.
  - (f) The "Engineer-in-Charge" shall mean the Officer appointed by the Company in writing who shall direct and supervise the works and be In charge of the works.
  - (g) "Expected Risks" are risks due to riots (other) than amount contractor's employees and civil commotion (in so far both these are uninsurable), war, weather declared or not, invasion, act of foreign enemies, hostilities, civil – war, rebellion, revolution, insurrection, military or usurped power, any act(s) of Government, damage from aircraft, acts of God as earthquake lightning and unprecedented floods and other causes over which the Contractor has no control and is accepted as such by the Accepting Authority or causes solely due to use or occupation by the Company or its work in respect of which a certificate of completion has been issued or a cause solely due to Company's fault design of works/
  - (h) "Company" shall mean the Hindustan Copper Limited, Khetri Copper Complex, Khetri Nagar including its successors and assigns or its representatives authorized to act on its behalf for the purpose of these presents.
  - (i) "Chairman" shall mean the Chairman of the Board of Director of the Company (HCL).
  - (j) "Project Head" shall mean the officer so designated for the HCL/KCC and shall include any other officer for the time being placed in over all administrative charges of HCL/KCC.



- (k) "Market Rate" Shall be the rate as decided by the Engineer – in- charge on the basis of the cost of materials and labour to the Contractor at the site where the work is to be executed plus the percentage mentioned in schedule „F“ to cover all over head and profits
- (l) "Nominated Sub-Contractor" shall mean all specialist, merchants, tradesman and others executing any special work or supplying any materials for which provisional or prime const sum are included in the contract, Which who may have been or be nominated or selected or approved by the Accepting Authority/ Engineer-in charge and shall be deemed to be employed by the Contractors.
- (m) "Prime Cost" and "Prime Cost Sum" shall mean the amount actually paid by the Contractor for an article, commodity or special work and shall include all proper charges for packing carriage and delivery to site after deduction of all trade discounts rebates and allowances and the discount obtainable for cash in so far as such discount for each exceed 2.5 percent.
- (n) "Provisional Item" shall means items for which approximate quantities have been included in the tender documents.
- (o) "Provisional Sum" or "Provisional Lump sum" shall mean lump sum included by the Company in the Tender Documents and shall represent the estimated value of work for which details are not available at the time of issue of Tender.
- (p) Schedules referred to in these Conditions shall mean the relevant Schedules annexed to the Tender Papers issued by the Company.
- (q) The "Site" shall mean the lands and/or other place or under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Company or used for the purposes of the contract.
- (r) "Temporary works" shall mean all temporary work for every kind required in or about the execution / completion or maintenance of the works.
- (s) "Urgent Work" shall mean any urgent measures which, in the opinion of the Engineer – in charge become necessary during the progress of the works to obviate any risk or accident or failure or which becomes necessary for security.
- (t) A "Week" shall mean seven days without regard to the number of hours worked in any day in the week.
- (u) The "Work" shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- (v) The "Guarantee" shall mean a Bank Guarantee issued by the an Indian Scheduled Bank on Performa accepted to the Company.

## **SCOPE & PERFORMANCE**

### **Contract Documents :-**

4. The Contractor shall be furnished free of charge two certified two copy(s) of the contract Documents and of all further Drawing which may be issued during the progress of the works,.. He shall keep one copy of these Docuemet5ns on the site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-In charge/his representative or by other inspecting officers.

None of these documents shall be used by the Contractor for any purpose other than that of this contract.

The contractor shall take necessary steps to ensure that all person employed on ay work in connection with the contract have noticed that Indian Official Secrets Act., 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such works under the contract.

**Works to be carried out :**

5. Lifting and disposal of garbage and dead animal up to 1.5 k.m. lead from kolihan nagar township on all working days by engaging one tractor trolley, one tractor operator and two mazdoor.

**Quantity: 12 Months**

The work to be carried out under the contract shall except as otherwise proved in these conations, include all labour, materials, tools, plat equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of works/ items/ quantities and the bill of quantities shall, unless so otherwise stated be held to include waste on materials, Carriage and cartage carrying in return of empties, hoisting ,setting fitting and fixing in position all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

**Inspecting of Site :**

6. The contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and sub soil (so far as is practicable) the form and nature of site, the quantities and nature of work and materials, necessary for the completion of the works and the means of access to the site the accommodation he may require and in general shall himself obtain all necessary information as to risks contingencies and other circumstances which may influence or affect his Tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

**Sufficiency of Tender:-**

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the works and of the rates and prices quoted in the Schedule of works/items /quantities or in bill of quantities which rates and price shall except as otherwise provided to cover all his obligations under the contract and all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

The price quoted shall be firm and final and no escalation shall be allowed for any reason whatsoever.

**Discrepancies / Adjustment of Errors: -**

8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale in special Conditions in preference to General Conditions.

In the case of discrepancy between schedules of works, the Bills of quantities, the specification and / or the Drawings, the following order of preference shall be observed.

- (a) Description in Schedule order of works / bills of quantities
- (b) Particulars Specification
- (c) Drawings
- (d) General / Specification

If there are varying or conflicting provision made in any on documents forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

Any error in description / quantity or rate in Schedule of works / items or Bills of quantities or any omission there from shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the works comprised there-in according to drawings and specifications or from any of his obligations under the Contract.

Any error in quantity or amount in schedule of work/Items or bills of qualities and General Summary shall be adjusted in accordance with the following rules.

- (a) In the event of a discrepancy between description in words and figures quoted by a Tenderer the description in words shall prevail.

In the event of any occurring in the amount column of Schedule of works./Items or Bills of quantities as a result of wrong extension or the unit rate and quantity, the unit rate shall be regarded as a firm as extension shall be amended on the basis of the rate.

- (b) All errors in totaling in the amount column and in carrying forwarded totaling shall be corrected.
- (c) Any commission to include in the totals or to carry forward the Prime Cost sums and the percentage there on or the Provisional Sums shall be corrected. If no percentage on Prime Cost sums is quoted by the Contractor, the percentage shall be considered as Nil.
- (d) The total of Bills of quantities as amended above shall be carried over to schedule of Work/Item Similarly totals of various sections of Schedule of works items as amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the Tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the Tendered any rounding off of totals in various sections of schedule of Works/Item or in General Summary, by the Tenderer shall be ignored.
- (e) In case of Lump sum contracts based on Bills of Quantities (Quantities not shown as provisional) should any errors in quantities or any commission of items be discovered the cumulative effect of which varies the contract sum by more than 5% or Rs. 20,000 whichever is less, then the errors shall be rectified and the rectification dealt with as for deviations/Variations under Conditions 10 and 11 here of and the value there or shall be added or deducted from the contract-sum as the case may be provided that there shall be no rectification of any errors, commissions or wrong estimates in the prices inserted by the contractor in the bills of quantities.

#### **9. Security Deposit**

Interest Free Security Deposit @ 5% of the contract value for others or as may be specified, from scheduled commercial bank in the form of DD/BC in case of W.O. value is less than Rs 5 lacs (Excluding Service Tax), otherwise in the form of DD/BC/Pay order/Bank Guarantee from any Scheduled Commercial Bank except Co-operative and Gramin Bank drawn in favour of “Hindustan Copper Limited”, payable at Khetri Nagar / Kolihan Nagar shall be deposited by the contractor before the start of work. Security deposit shall be released three months after completion of the contract and furnishing satisfactory performance certificate from the Engineer-In-Charge. Full amount of Security is liable to be forfeited in case of failure on the part of the contractor besides termination of the contract. In case the Security Deposit is furnished by way of bank guarantee, it has to be kept valid till satisfactory completion of work order plus defect liability period. In case of delay in deposit of SD, Interest @ 18% p.a. will be charged/recovered from bills.

The following are exempted from submission of SD

- Public Sector Undertakings /Govt. Deptt./Govt. Institutions

**RTGS:** The SD can also be submitted through RTGS directly in HCL’s account as per given details. The proof of details of RTGS transfer of SD amount should be sent through e-mail and a copy of same should be attached along with techno commercially bid.

For RTGS details:

i) Account holder’s name: Hindustan Copper Limited.

ii) Account No.: 51032062450.

iii) IFSC No. : SBIN0031133 (STATE BANK OF INDIA, BRANCH KHETRI NAGAR).

**Refund of Security Deposit:** - (a) On expiry of DLP (Maintenance period) on demand from the contractor refund to him S.D. provided that the E-I-C is satisfied that there is no demand outstanding against the contractor. However the above will not be applicable for contracts pertaining to transportation & labour supply only (Subject to certificate give by the EIC having no involvement of chargeable free issue of materials. (b) Incase the contractor fails to complete the work in terms of the provisions of the contract or violates any the terms and conditions of the work order, the SD shall be liable to be forfeited.

The SD will not bear any interest to the contractor.

All compensation or other sums of money payable by the contractor under the terms of this contract or any other contact or any other amount whatsoever may be deducted from or paid be the sale of a sufficient part of his security deposit retention money or from any sums which may be due or may become due to the contractor by company on any account, what-so-ever and in the event of his security deposit/retention money being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

### **Deviation/Variation Extent & Pricing:-**

**10.** The Engineer-in-charge shall have power (i) to make alteration in commission from additions to. or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) to omit a part of the works in case of non availability of a portion of the site or for any other reason, and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations omissions additions or substitutions shall form part of the contract as if originally provided there-in and any altered additional or substituted work with the contract may be directed to do in the manner above specified as part of the works, shall be carried out by the contractor on the same conditions in all respects including rate/price on which he agreed to do the main work except as herein after provided. No work which readily changes the

original nature of the contract shall be ordered by the Engineer-in-Charge as a deviation and in the event of any deviation being ordered which in opinion of the contractor shall change the original nature of the contract, he shall never the less carry it out and the disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with Condition 54.

The time of completion of the works shall in the event of any deviation resulting additional cost over the contract sum being ordered, be extended as follows if requested by the contractor.

- (a) In the proportion which the cost of the altered, additional or substituted work, bears to the original contract sum plus.
- (b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer – in- charge.

Rates for such additional altered or substituted work shall be determined by the Engineer-in – Charge as follows :-**(Extra Items):-**

- i) If the rate for additional altered or substituted item of work is specified in the schedule of works/items/Quantities the contractor shall carry out the additional altered or substituted item at the same rate. In case bills of Quantities, form part of the Contract, the applicable rate shall be taken from the Bills of Quantities of the building item of work in which the deviation is involved, failing that at the lowest applicable rate for work of similar nature in other bills of quantities.
- ii) If the rate for any altered additional or substituted item is of work is not specified-in-the Schedule of Works/Items/Quantities the rate for that item shall be derived from the rate for the nearest similar item specified there in , in case bill of quantities form part of the Contract, the rate shall be derived from the nearest similar item in the bill of Quantities of the Building/item of works in which the deviation is involved, failing that, form the lowers the nearest similar items in other brills of Quantities.
- iii) If the rate for any additional Altered or Substituted item of work cannot be determined in the manner specified in sub-para (i) and (ii) above then such item of work shall be carried out at the rate entered in CPWD Schedule of rates for works at Delhi 1997 plus/minus the percentage by which the tendered amount of the work actually awarded is higher of lower than the estimated amount of the works actually awarded.
- iv) If the rate for any altered additional or substituted item of work cannot be determined in the manner specified in sub-para (i) to (iii) above then the rate for such item of work shall be derived from the schedule of rate specified in sub-para (iii) above plus/minus to percentage mentioned in that sub-para provided always that if rate(s) for part(s) of an item(s) is /are not specified in Schedule of rates the rate(s) for such part(s) shall be determined by the Engineer-in-Charge on the basic of the purchase price as supported by vouchers unless the Engineer-in-Charge finds the purchase price unreasonable in the latter even the price shall be determined on the basis of market rate(s) prevailing during the for-night following the date of order.
- v) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (i) or (iv) above, the contractor shall within 14 days of the date of receipt of the order to carry out the site work, inform the Engineer-in-charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed and the Engineer –in-charge shall within three months thereafter, after giving due consideration to the rate claimed by the contractor determine the rate on the basis of market rate(s) in the event of the contractor failing to inform the Engineer-in-Charge within the stipulated period of time the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s).

- vi) (A) Except on case of item of work below ground surface as it exists at the time of commencement of work(see (B) below) quantities of which may change due to site conditions provision contained in sub-condition (i) to (v) above shall not apply to :-
- (a) That value to any contract item substituted item or contract-cum substituted item as is in excess of the original value of the item plus the percentage mentioned in Schedule for Rs. 500 whichever is higher. (Applicable to Lumps-Sum-Contracts measurement – contract based on item rebates and percentage note contracts)
  - (b) That value of deviations ordered on an individual trade item included in the contract as is in excess of the percentage mentioned in Schedule or Rs. 1000 whichever is higher (Applicable to Lumps-Sum contractor only).
  - (c) The value of all items not included in the Contract as in excess of the percentage mentioned in schedule F of the Contract or Rs. 1000 whichever is higher.

(B) In case of items of work below ground surface as it exists at the time of commencement of work, quantities of which may change due to site conditions, provision contained in sub-conditions (i) to (v) above shall not apply to :-

- (a) Items of any individual trade which exceed by more than the percentage mentioned in schedule F of the value of that trade included in the contract as a whole unless the contractor and the Engineer-in-charge agree to a higher percentage for any particular item.
- (b) The value of any item not included in the contract in excess of 1% of the contract sum of Rs. 1000 whichever is higher:-

Note – Individual trade means the sub-heads into which the Schedule of work/Quantities/items as provide in contract has been divided and in the absence of any such provision in contract, the sub heads as given in schedule of rates.

**11.**In the case of contract items substituted items contract-cum substitute items or additional items which exceed the limits laid down in sub para (vi) of condition 10 above, the contractor may within fourteen days of receipt of order, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the Schedule of work/items/Quantities or Bills of Quantities or of those delivered in accordance with the provision of sub-paras(i) to (v) of conditions 10 by more than five percent, The Engineer – in – charge shall within three months of receipt of the claim supported by analysis after giving consideration to the analysis of the rates submitted by the contractor determine the rates on the basis of market rates and if the rates so determined exceed the rates specified in the schedule of works/Items/Quantities or Bills of Quantities or those delivered in accordance with the provisions of sub-paras (i) to (iv) or condition 10 any more than five percent the contractor shall be paid in accordance with the rates so determined, in the event of the contractor failing to claim revisions of rates within the stipulated period or if the rates determined by the Engineer-in-charge within a period of three months of receipt of the claim supported by analysis are within five percent of the rates specified in the Schedule of Works/items/quantities or Bills of quantities or other those determined in accordance with the provision or sub-paras (i) to (iv) of condition 10 the Engineer –in-charge shall make payment at the rates as specified in the Schedule of Works/items/quantities or bills of Quantities or those already determined under sub-pars (i) to (iv) of condition 10 for the quantities in excess of the limits laid down in sub para (iv) of condition 10.

The provision of the preceding paragraph shall also apply to the decrease in the rates of item for the work in excess of the limit laid down in sub-para (iv) of condition 10, provided that such decrease in more than five percent of the rates specified in the schedule of works/items/quantities or bill of quantities or those derived in accordance with the provisions or sub-para (i) to (ii) or condition 10 and the Engineer-in-charge may after giving

notice to the contractor within two months of receipt of order by the Contractor and after taking into consideration any reply received from him within fourteen days of receipt of the notice the rates for the work in question within two months or expiry of the said period of 14 days having regard to the market values.

### **Suspension of Work :**

**12** (a) The Contractor shall on receipt of the order in writing of the Engineer-in-charge suspend the progress of the works or any part of the such time in such manner as the Engineer-in-charge may consider necessary for any of the following reason :-

- (i) On account of any default on part of the Contractor, or
- (ii) for proper execution of the work or part thereof for reasons other than the default of the contractor, or
- (iii) for safety of the works or part thereof.
- (iv) for proper compliance with the labour laws or other laws applicable to the workmen

The contractor shall, during such suspension properly protect and secure the works to the extent necessary and carry out the instruction given in that behalf by the Engineer-in-charge

(b) If the suspension is ordered for reason (ii) and (iii) in sub-para (a) above.

- (i) The Contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25% per completion of the item or group of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part.

### **Time & Extension for Delays :-**

**13.** The time allowed for execution of the works as specified in the contract document, or the extended time on approval of the Company (HCL/KCC) in accordance with these conditions shall be essence of the contract.

The execution of works shall commence from the 15 day after the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over of the Site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, company (HCL/KCC) shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

As soon as possible after the Contract is concluded, the Engineer-in-charge and the Contractor shall agree upon a time and progress chart. The charts shall be prepared in direct relation to the time stated in the Contract, documents for completion of the items of groups of items of and/or the contract as a whole.

It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitations of time imposed in the Contract documents.

If the works be delayed by,

- (a) force majors or
- (b) abnormally bad weather, or
- (c) serious loss or damage by fire or
- (d) civil commotion, local strike or lockout affecting any of the trades employed on the work,  
or
- (e) delay on the part of other contractor or tradesman engaged by the company in executing work not forming part of the contract or
- (f) non-availability of stores which are the responsibility of the company to supply or
- (g) any other cause which, in the absolute discretion of the authority mentioned in schedule F, is beyond the contractor's control.

Then upon the happening of any such event causing delay the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall never the less use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

Request for extension of time to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also if practicable indicate in such request the period for which extension is desired.

In any such case the authority mentioned in Schedule F may give fair and reasonable extension of time for completion of individual items or group of items of work for which separate periods of completion are specified in the contract or the contract as a whole.

### **Plant & Equipment:-**

**14.** The contractor shall arrange at his own expense all tools, plants and equipment, (herein after referred to as T & P required for execution of the work in case contractor so requires, some or all items of T & P listed in Schedule C will be given to him on hire by the Company at the rates shown in the Schedule if he has indicated his requirements at the time of submitting his tender shown in the Schedule if he has indicated his requirements at the time of submitting his tender soon after acceptance of the Tender. The Contractor shall agree in writing with the Engineer-in-charge on a phased program of his requirement with regards to issue of company T & P Company T & P hired to the contractor shall be conveyed by him at his expense from the place of issue to the site and back.

If the contractor requires any item of T & P on hire from the company over and above the requirements indicated by him at the time of submitting his tender the company will, if such item is available, hire it to the contractor at a rate to be agree upon between him and the Engineer-in-Charge.

The period of hire will be reckoned from the commencement of the day of issue up to the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The Contractor will be exempted from levy of any charge for the number of days he called upon in writing by the Engineer-in-charge to suspend execution of the work provide company's T & P of the work in question remained idle with the contractor because of the suspension.

The Contractor shall return the Company's T & P immediately in case of suspension. The hire charges shall be reckoned as under.

- (a) The first eight working hours (excluding a break of one hour..... 1 working day.
- (b) Every working hour or part there-off in excess of 8 working hours at the rate  $1/8^{\text{th}}$  of the hire charges, for a working day. Provided however if the Company has paid more than at the rate  $1/8^{\text{th}}$  of the wages of the crew for over time under the Minimum wages Act or any other law for the time being in force the excess over  $1/8^{\text{th}}$  of the wages shall also be charged to the Contractor.

If at any time, company T & P has not been worked at all during a day except to a break down or haws been worked for less than eight hours, during a day, the contractor shall be charged for on e working day.

If any time of company T & P has stopped working on account of a break down before it has been working for of our hours in a day, the contractor will be charged for half of working day. If the item has stopped working after it has worked for more than four hours, but less than eight hours the contractor will be charged for a full working day.



The hire charges shown in the Schedule over charges of crew, stores for maintenance and cleaning purpose and fuel needed for working and running of machine, all unskilled labour and water required for servicing/wash out etc. shall be borne by the contractor. The contractor shall permit the Engineer – in-charge to carry out periodical maintenance of company T & P in accordance with provision thereof in the aforesaid schedule and there will be no deduction in hire charges for the period spend on such maintenance.

The contractor shall be responsible for care and custody of company T & P (including employment of chowkidar (s) during the period of Company T & P remain with him and any damage for wear and tear expected) to any of the equipments(except for Excepted risks provided always the contractor has taken precaution necessary to protect it from such risks) shall be made good at the contractor's expenses to the satisfaction of the Engineer – in – charge unless such damage is caused because of negligence of crew provided by the Company.

Company gives no guarantee in respect of output of Company T & P hired to the contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of Company's T & P was not to the contractor's expectations.

Company T & P hired to the Contractor shall be returned at the place of issue(unless otherwise directed) by the Contractor to the Engineer-in-charge on completion of the work or select of the work or earlier on termination of the hire by the Company as herein after provided on a written notice, by the Engineer-in-charge company shall be entitled to terminate the hire on two days notice, without assigning any reason whatsoever and the contract shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of the hire of the company's T & P The company in such an event, however, shall give a reasonable extension of time to be given by Engineer-in-charge .

If the contractor does not desire to hire any time of company T & P which had indicated in his requirement, he shall give a written notice thereof to the Engineer-in-charge at least three days prior to the date of requirement of such items as indicated in the agreed phased program if he does not give such notice or fails, without the written consent of the Engineer-in-charge to demand issue of any item of the Company T & P, as aforesaid on the date indicating the agreed phased program he shall demand to have hire the item from the date of requirement of the item as mentioned in the phased program and shall be liable to pay hire charges mentioned above from such date.

A log book for recording hours during which every item of Company's T & P issued to the contractor has worked each day shall be enforced by the member of the crew in charge of the Company (HCL/KCC) or any representative of the Engineer-in-charge appointed in that behalf and shall be duly attested by the contractor or his authorized agent. In case the contractor contests correctness of any entry and or fails to sign the Log Book the decision of the hire charges shall be calculated in accordance with the entries in the Log Book Only.

### **Materials :-**

#### 15. (a) Materials to be provided by the Contractor:

The Contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by Company.

All material to be provided by the Contractor shall be in conformity with the specification laid down in the contract and the Contractor shall, if requested by the Engineer-in-charge for proof to the satisfaction of the Engineer-in-charge, that the materials so comply.

The contractor shall at his own expense and without delay, supply to the Engineer-in-charge samples of material proposed to be used in the works., the Engineer-in-charge shall within 7 days of supply of samples or within which further period as he may require and intimate to the contractor in writing, inform the contractor whether samples are approved by him or not. If same are not approved, the contractor shall forth with arrange to supply to the Engineer-in-charge his approval for fresh sample complying with specification laid down in the contract.

The Engineer-in-charge shall have full powers to require removal of any or all of the material brought to the Site by the Contractor which are not in accordance with the Contract specification or do not conform in character of quality to samples approved by him. In case of default of the contractor in removing such "rejected material" the Engineer-in-charge shall also be at liberty to remove them by other means. The Engineer-in-charge shall have full power to require of proper material to be substituted for "rejected materials" and in the event of the contractor refusing to comply, he (the Engineer-in-charge) may allow the same to be supplied by other means. All costs which may attend in such removal and/or substitution shall be borne by the Contractor.

The Contractor shall indemnify us company (HCL/KCC) or any agent or servant or employee of company against any action claimed or proceeding related to infringement or use of any altered patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against Company or any agent, servant or employee of company in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.

Provided that such indemnity shall not apply when such infringement has taken place in compliance with the specific direction issued by the Company, but the contractor shall pay any royalties or other charges payable in respect of any such use other amount so paid being instituted to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the Tender.

All charges on account of octroi, terminal on sales tax and other duties on material obtained from the works from any source (excluding materials supplied by Company) shall be borne by contractor.

The Engineer-in-charge shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which as stated above satisfactory proof has already been furnished at the cost of the contractor and the contractor shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose if no testing facilities are provided for the purpose the contractor shall provide such facility and the charges for these tests shall be borne by the contractor only if the tests disclose that the said materials are not in accordance with the provision of the contract, the cost of material consumed in tests shall be borne by the contractor in cases.

**(b).Material to be supplied by company:**

Material which company are prepared to supply for use in the works are shown in schedule which also stipulates quantum/Place of issue and rate (s) to be charged in respect thereof. If the contractor wishes to exercise an option to supply some or all of these materials himself, he shall stipulate accordingly when submitting the tender and in that event the remaining materials if any shall be supplied by company as aforesaid. Soon after acceptance of the Tender the contractor shall agree in writing with the Engineer-in-charge on a phased program of his requirement with regard to delivery of material.

For the material in schedule B which the Contractor does not stipulate to supply himself & requires, company to supply, he shall give a reasonable notice in writing of his requirement to the Engineer-in-charge in accordance with the agreed phased program. Such materials shall be supplied for the purpose of the Contract only and the value of materials so supplied at the rates specified in the aforesaid schedule, shall be set off or deducted, as and when material are consumed in items of work for which payment is being made to the Contractor from any sums, then or which may there-after, become due to the contractor. At the time of submission of bills contractor shall certify that balance of material supplied is available at the site.

The contractor shall bear the cost of loading, transporting to site unloading storing under cover as required, assembling and jointing the special parts together as necessary and incorporating or fixing materials in the work including all preparatory work of whatever description as may be required and of closing, preparing loading and returning empty cases or containers to the place if issue.

All material issued to the contractor by company for incorporation of fixing in the work (including preparatory work) shall, on completion or on foreclosure of the work be returned by Contractor at his expense, at the place of issue after making due allowance for actual consumption reasonable wear and tear and / or waste if the Contractor is required to deliver such materials at a place other than the place of issue he shall do so and the transportation charges from the site to such place less the transportation charges which would have incurred by contractor had such materials been delivered at the place of issue, shall be borne by the company. Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-charge at rates not exceeding those at which these were originally issued to him after taking to consideration any deterioration or damage which may have been caused to the said materials while in the custody of the Contractor.

If on completion of wok the Contractor fails to return surplus materials out of those supplied by the Company (HCL/KCC) than the addition to any other liability which the contractor would insure the Engineer-in-charge may require to pay for such unreturned surplus materials at double the issue rates.

If cement is to be supplied by the Company, every cement godown shall be proved with two locks on each door. The key of one loc at each door shall remain with the Engineer-in-charge or his representative and that of the other loc with the Contractors authorized agent at site of works so that cement is removed from the godown only according to daily requirement with the knowledge of both the parties.

All materials issued by the Company for use in the Company's works shall at all times remain absolute property of the Company and the Contractor shall have no right over the goods except for use in the works and shall fully account for such materials to Engineer-in-charge.

### **General: -**

Material required for the works, whether brought by the Contractor or supplied by Company shall be stored by the Contractor only at places approved by the Engineer-in-charge. Storage and safe Custody of materials shall be the responsibility of the Contractor.

Company's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works either on the site or at factory or workshop or other place(s) Where such materials are assembled, fabricated or manufactured or at any place(s) where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.

All materials brought to the site shall become and remains the property of company and shall not be removed of the site without the prior written approval of the Engineer-in-charge. But whenever the works are finally completed and advanced, if any in respect of any such material if fully recovered the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by the him and upon such removal the same shall revert in and become the property of the contractor.

**Labour: -**

16. The contractor shall employ labour in sufficient numbers either directly or through sub contractors to maintain the required rate of progress and the quality to ensure workmanship of the degree specified in the Contract and to satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his fifteenth year of age.

The Contractor shall furnish to the Engineer-in-charge at the intervals mentioned in Schedule a distribution return of the number and description by trades of the works people employed on the work and the sub contractors employed by him. He shall also give a similar description return of the works people employed in the works by sub contractors contractor shall also submit on the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first of the current month (i) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed Maternity Benefit as provided in the maternity Benefit Act 1961 or rules made there under and the amount paid to them and (iii) a Deduction that he and the sub contractors employed by him have complied with the labour laws applicable to all those employed on the works by the Contractor or the subcontractors working under him.

The contractors shall pay to labour employed by him either directly or through sub-contractors wages not less than fir wages as defined in the Contractor's labour Regulation at Appendix 1.

The Contractors shall in respect of labour employed by him either directly or through subcontractor's employee with or cause to be complied with the contractor's labour regulation at Appendix 1 in regard to all matters provide there-in as also all the provisions of Contract (abolition and Regulation) Act. 1970 and rules there under as may be in force from time to time.

The Engineer-in-charge on a report having been made by an inspecting officer or other authority under the contract Labour (Regulation and abolition) Act. 1970 and the Rules farmed there under shall have the power to deduct from amount due to the contractor any sum determined to be payable by him or any estimated liability for future or in the past to comply with the Act and the regulations or by reason of any infraction of the provision of the Act or the Regulations for the benefit of workers or in accordance with the law applicable in this regard"

The Contractor shall indemnify the Company against any payment to be made under and for the observance of the regulations aforesaid. This shall be without prejudice to his right to claim indemnity from the sub-contractors in the event that any claim is made against the company in this respect, the company will have the right to deduct it either from the bills payable to the contractor or as a debit recoverable from him.

**Safety Code: -**

The Contractor shall at his own expense arrange for the safety provisions indicated in Appendix II or as required by the Engineer-in-charge in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection there with, in on the contractor fails to make arrangements and provide necessary

facilities as aforesaid the Engineer-in-charge shall be entitled to do so and recover the cost there-off from the contractor.

Failure to comply with model Rules for Labour Welfare safety code or the provisions relating to report on accidents and to grant of maternity benefits to female worker shall make the contractor liable to pay as liquidated damages as amount not exceeding Rs. 5000 for each default or materially incorrect statement. The decision of the Engineer-in-charge in such matters based on reports from the inspecting Officers as defined in Appendix I or from Assistant Engineer shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor.

### **Admission to Site: -**

17. The contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the Site until instruction to be so by the Engineer-in-charge in writing. The portions of the Site to be occupied by the contractor shall be defined and/or marked on the Site, plan failing which these shall be (indicated by the Engineer-in-charge and the contractor shall on no account be allotted to extend his operations beyond these areas in respect of land allotted for the purpose of accommodation on labour, erecting of temporary workshop etc. storage of materials and the like, the contractor shall pay a nominal compensation of its. 1.00 per year or part of a year for use and occupation in respect of each and every separate area of land allotted to him.

The contractor shall provide if necessary or if required on the site and temporary access there-to and shall after adopt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and make good all damage done to the site.

### **Setting out works: -**

18. The Engineer-in-charge shall supply dimension, drawings, levels and other information necessary to enable the contractor to set out the works. The contractor shall provide all setting out apparatus required and set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage.

(Corrections to proof copy of the tender set)

the Contractor shall comply with the provisions of the payment of Wages Act. 1936 minimum Wages Act 1948, Employers Liability Act. 1938, Workmen Compensation Act.

1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act. 1961 or any modifications there of or any other law relating thereto or relating and rules made there-under from time to time. Which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge in which case the cost of rectification shall be borne by the company. The contractor shall protect and preserve all benchmarks used in setting out the works till and of the defect liability, unless the Engineer-in-charge directs their earlier removal.

### **Site Drainage:-**

19. All water which may accumulate on the site during the progress of the works, or in trenches and excavations, from other than the Excepted risk shall be removed from the Site to the satisfaction of the Engineer-in-charge and at the Contractor" s expense.

### **Nuisance:**

20. The contractor shall not at any time do or cause, or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.

**Materials obtained from excavation: -**

21. Materials of any kind obtained from excavation on the Site shall remain the property of company and shall be disposed of as the Engineer-in-charge may direct.

**Treasure, Trove, Fossils etc:-**

22. All fossils, coins, articles of value or antiquity and structures and other remain or things of geological or archaeological interest discovered on the Site shall be the absolute property of the company and the contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article of thing, and shall immediately upon discovery thereof and before removal acquaint the Engineer-in-charge with such discovery and carry out the Engineer-in-charge's directions as to the disposal of the same at the expense of Company.

**Protection of Trees:-**

23. Trees which are designated by the Engineer-in-charge shall be protected from damage during the course of the works and earth level within I meter of each such tree shall not be changed and where are necessary, such trees shall be protected with temporary fencing.

**Watching and Lighting:-**

24. The contractor shall provide and maintain at his own expense all lights, Guards fencing & watching when and where necessary or required by Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the work or the public.

**Contractor Supervisions:-**

25. The contractors shall either himself supervise the execution of work or shall appoint a competent agent approved by the Engineer-in-charge to Act in his stead. The sole responsibility for supervision of the works and the workers employed on the works by the contractor or subcontractor shall, however rest with the contractor. The company shall in no away be concerned with such supervision except to ensure that the work is done in accordance with the specification and requirements of the contractor and that the provisions of law are duly complied with by the contractor or the sub-contractor(s) working under him.

**Inspection and Approval: -**

26. All works embracing more than one process shall be subject to examination and approval at each stage there-off and the Contractor shall give due notice to the Engineer-in-charge or his authorized representative when each state is ready in default of such notice. The Engineer-in-charge shall be entitled to appraise the quantity and extent there-of.

No work shall be conversed up or put of view without the approval of the Engineer-in-charge or his authorized representative and the Contractor shall afford full opportunity for examination of foundation before permanent work is placed there on. The contractor shall give due notice to the Engineer-in-charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-charge or his representatives shall without unreasonable delay unless they consider it unnecessary and advised the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations in the event to the failure of the contractor to give such notice he shall if required, by the Engineer-in-charge, uncover such work at the Contractor's expense. Departmental officers concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for inspection and examination.

### **Duties and Powers of Engineer-in-charge's Representative: -**

27. The duties of the Representative of the Engineer-in-charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by Company not to make any variation in the works.

The Engineer-in-charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the contractor a copy of all such written terms of such delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-charge to the contractor with-in the terms of such delegations shall bind the contractor and company as through it had been given by the Engineer-in-charge.

Failure of the Representative of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge there-after to disapprove such work or materials and to order the pulling down, removal or breaking up there-of.

If the Contractor shall be dissatisfied with any decision of the representative of the Engineer-in-charge he shall be entitled to refer the matter to the Engineer-in-charge who shall thereupon confirm his such decision, in this behalf, which shall be binding on the Contractor.

### **Uncovering and Making Good: -**

28. The contractor shall uncover any part of the work and / or make openings in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall rain state and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-charge and is subsequently found on uncovering to be executed in accordance with the Contract the expenses of uncovering and or making openings in or through, reinstating and making good the same shall be borne by company except where uncovering etc. has been ordered by the superior to inspecting officer for checking and in any other case all such expenses shall borne by the Contractor.

### **Work during night or on Sundays and Holidays:**

29. Subject to any provision to the contract contained in the Contract none of the permanent work shall be carried out during night or on Sundays or on authorized holidays without permission in writing of the Engineer-in-charge except when the work is unavoidable or absolutely necessary for the safety of life, property or work in which case the contractor shall immediately advise the Engineer-in-charge accordingly.

### **Completion of Certificate:**

30. (1) As soon as the work is completed, the contractor shall give notice such completion to the Engineer-in-charge and within ten/thirty days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Contractor with a Certificate of completion indicating(s) the date of completion (b) defects to be rectified by the contractor and/or see items for which payment shall be made at reduced rates. When separate period of completion have been specified for items or groups of items the Engineer-in-charge shall issue separate completion certification for items or groups of items. No certificate of completions shall be issued not which work be considered to be complete till the Contractor shall have removed from the permissions on which the work has been executed, all scaffolding and surplus materials except such as are required for his workman on the Site in connection with execution of the work as shall have been effected by the contractor of the workman and cleaned all the from all parts of buildings(s) in upon or about which the work has been

executed or of which may have had possession for the purpose of the execution there-of and cleaned floors, gutter and drains, cased doors and sashes, oiled locks and fastening labeled key clearly and handled them over to the Engineer-in-charge or his Representative and made the whole premises for immediate occupation or use up to the satisfaction of the Engineer-in-charge. If the contractor shall fail to comply with any of the requirements on this conditions as aforesaid on or before the date of completion of the work, the Engineer-in-charge may at the expenses of the Contractor fulfill such requirement and dispose of the scaffolding. Surplus materials and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any scaffolding or surplus materials except for any sum actually realized by the sale there-of less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expenses of fulfilling such requirements is more then the amount are realized on such disposal as aforesaid the contractor shall forthwith on demand pay such excess. Ten day will apply in the case of rows at Headquarters of the Engineer-in-charge & thirty days will apply in case of wor4ks at a station other than the headquarters of the Engineer-in-charge.

30. (2) If any time before completion of the entire work items or groups of times for which separate periods of completion have been specified have been completed, the Engineer-in-charge with the consent of the Contractor take possession of any part of the same (any such part(s) being herein after in this condition referred to as the relevant part, then no withstanding anything expressed or implied elsewhere in this contract.

- (a) With ten/thirty day of the date of completion of such items or groups of items of possession of the relevant part of the Engineer-in-charge shall completion certificate for the relevant part as in condition 30(1) above provided the contractor fulfils his obligation under that condition for the relevant part.
- (b) The Defect Liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such item or the relevant part as the case may be.
- (c) The contractor may reduce the value insured under condition 33 by the full value of the completed items or relevant part as estimated by the Engineer-in-charge for the this purpose. This estimate shall be applicable for this purpose only and for no other purpose.
- (d) For the purposes of ascertaining compensation for delay under condition 31 in respect of any period during which the works are not complete the relevant part will be deemed to form a separate item or group with date of completion as given in the contract as extended under conditions 13 and actual date of completion as certified by the Engineer-in-charge under this condition.

### **Penalty Clause:-**

31. "Time is the essence of the contract in case the Contractor fails to complete the work within the stipulated period, he shall be liable to pay a sum as shown in schedule "F" as penalty per week of the delay subject to maximum of 10%(Ten) of the value of the contract. The parties agree that this is a genuine pre-estimate of the loss/damages which will be suffered on account of the delay breach on the part of the contractor and the said amount will be payable on demand without there being any proof o the actual loss or damages caused by such delay/breach"

- (a) When the delay is not a full week or in multiplies of a week but involves a fraction of week the compensation payable for that fraction shall be proportional to the number of days involved.
- (b) The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the company.

### **Defect Liability Period:**

32. The contractor shall be responsible to make good & remedy at his own expenses within such period as may be stipulated by the Engineer-in-charge any defect which any be develop or any be noticed before the expiry of the period mentioned in Schedule „F" here-to or from certified date of completion, and intimation of which had been sent to the contract within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.



## **Contractor's Liability and Insurance**

33. From commencement to completion of works, the contractor shall take full responsibility for the care there-off for taking precautions to prevent loss or damage and to minimize loss of damage to the greatest extent possible and shall be liable for any damage or loss that may be happen to the work or any part there-off and all company's T &P from any cause whatever (save and except the Expected Risks) and shall at his own cost repair and make good the same so that on completion the works and all companys T & P shall be in good order and condition and in conformity. In every respect, with the requirements of the contract and any instruction of the Engineer-in-charge.

In the event of any loss or damage to the works or any part there-of to any T &P or to any material or articles at the Site from any of the Expected Risks the following provisions shall have affect.

- (a) The contractor shall as may be directed in writing by the Engineer-in-charge, remove from the site any debris and so much of the works as shall have been damaged taking to the company store such Company's T & P articles and / or materials as may be directed.
- (b) The contractor shall as may be directed in writing by the Engineer-in-charge proceed with the creation and completion of the works under and in according with the provision and condition of the contract and
- (c) There will be added to the contract sum the net amount due as curtained in the same manner as for deviations of as prescribed for payment, in respect of the re-execution of the works cost or damages for the replacement of any T & P and of any materials and articles lost or damaged but not incorporated in the works on the day when the loss of damage occurred and the damaged but not incorporated in the works on the day when the loss of damage occurred and the removal by the contractor as provided above of company T & P articles and/or materials to the company store and of debris and damaged works referred to there-in and the compensation paid by him under any law for the time being in force to any workmen employed by him for any injury caused to him or to the workmen's legal successors for loss of the workmen's life.

PROVIDED always that the contractor's shall not be entailed to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligation under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

Where a company's building or a part thereof is rented by the Contractor he shall ensure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature as to which the decision of the Engineer-in-charge shall be final and binding.

The contractor shall indemnify and keep indemnify company against all losses and claims for injuries or damages to any person or any property what so ever which may arise out or in consequence of the construction and maintenance of the works and against all claims, demands proceeding, damages, costs charges and expenses whatsoever in respect of or in relation there to PROVIDED always that nothing here in contained shall be deemed to tender the contractor liable for or in respect of or to indemnify company against any compensation or damage caused by the Expected Risks.

Before commencing execution of the work. The Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage loss or injury which may occur to any property (excluding that of company but including the Company building rented by the contractor wholly or in a part and any which is used by him

for storing combustible materials) or to any person including any employee of company by or arising out of carrying out of the contract.

The Contractor shall at all times indemnify company against all claims damages or compensation under the provision of Payment of Wages Act. 1936, Minimum wages Actr.1948, Employer's liability act 1938,the workmen compensation Act 1928, Industrial Disputes Act 1947 and the Maternity Benefit Act 1961 or any modification thereof or any other law relating there-off and rules made there-under from time to time or as a consequence of any accident of injury to any workman or other persons in or about the works whether in the employment of the Contractor or not save and except where such accident or injury has resulted from any act of company their against or servants and also against all costs charges and expense so any suit, action or proceeding arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim against all claims, damages or compensation payable under the Workmen compensation Act 1923 or any modification thereof or any other law relating thereto the aforesaid insurance policy /policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to their cancellation.

The contractor shall prove to the Engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the defect Liability period.

The contractor shall ensure that similar insurance policies are taken out by his sub contractor (if any) and shall be responsible for any claims of losses to company result from their failure to obtain adequate insurance protection in connection there-of. The Contractor shall produce or cause to be produced by his sub-contractor (if, any) as the cause may be the relevant policy a policies and premium receipts as and when required by the Engineer-in-charge.

If the contractor and/or his sub contractor (if, any) shall fail to effect and keep in force the insurance referred to above or any other insuranc4e which he / they may be required to effect under the terms a of the contract and in any such case company may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time to deduct the amount so paid by company from any moneys due or which may become due to the contractor or cover the same as a debit due from the contractor.

All insurances to be effected by the contractor and or / his sub-contractors (if, any) shall be taken out only with the insurance company or companies approved by the company; and this approval to any particular insurance company shall not be unreasonable withheld.

#### **STATUTORY OBLIGATIONS:**

**The contractor shall have to comply all rules and regulation under Mines Act, Mines Rules and Metalliferous Mines Regulation such as provisions related to Leave with wages, Health & Safety etc and various States/Central Govt. Acts etc. Applicable from time to time while working in underground mining areas/surface areas. The said provisions are illustrative only and not exhaustive.** The contractor will ensure all safety measures during the operations. The contractor will be solely responsible for all consequences arising out of and during operation of the contract including payments/ compensation etc to be made under the various statutes / acts of State or Central Govt. etc. issued there under.

#### **SECURITY REGULATIONS**

Contractor and their representatives shall abide by all the rules and regulations of Security available at KCC in all phases of the work emanating from this contract. Contract Labour engaged on the job shall be entered in the company premises subject to security check by Security officials on duty. The Contractor will arrange necessary Entry Passes from concerned

officials of Security Unit sufficiently in advance. HCL shall not be responsible for any delay caused in issue of such passes.

### **Facilities to other Contractors:**

34. The Contractor shall, in accordance with the requirements of the Engineer-in-charge, afford all reasonable facilities to other contractor engaged contemporaneously on separate contracts in connection with the work and for department labor and labour of any properly authorized authority or statutory body which may be employed at the Site or execution of any work not included in the Contract of any contract which the Company may enter into in connection with or ancillary to the works.

#### **Notice to Local Bodies: -**

35. The Contractor shall comply with and give all notices required under any Government instrument rule, or order made under any act of parliament, state laws or any regulation or bye – laws of any local authority relating to the works. He shall before making any variation from the contract drawing necessitated by such compliance give to the Engineer-in-charge „s a written notice giving reasons for the props4ed variation and obtain the instruction of the Engineer-in-charge there-on.

The contractor shall pay and indemnify the company against any liability in respect to any fees or charges payable under any Act of Parliament / State laws or any Government instrument rules or order and any regulations or bye laws of any local authority in respect of the works.

#### **36. SUB-CONTRACTS**

No sub-contract is allowed either in part or in whole.

**Instruction and Notices:**

37. Subject as otherwise provide in, this contract, all notices to be given on behalf of the company and all other actions to be taken on its behalf may be given or taken by the Engineer-in-charge or any officer for the time being duly entrusted with the functions, duties and power of the Engineer-in-charge

All instruction, notices and communications etc. under the contract shall be given in writing and if sent by registered post to the last known place of abode or business to the contracto4, shall be deemed to have been served on the date when in the ordinary course of post these worked have been delivered to him.

The contractor or his agent shall be in attendance at the site (s) during all working hours and shall supervised the execution of works with such additional assistance in each trade as the Engineer-in-charge consider necessary. Orders given to the Contractor's agent shall be considered to have the force as if they had been given to the contractor by himself.

The Engineer-in-charge shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a "work site order book" maintained in the office of the Engineer-in-charge and the contractor, or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in the book. If required by the contractor he shall furnish a certified true copy of such instructions(s).

**A.) Provisions of Social Security Acts in the Labour Supply contract and Job contract (Work carried out within the premises of principle employer): -**

- **In Labour Supply Contract** suitable number manpower are being provided by contractor to principal employer at a given real wage rate to undertake any kind of jobs at various location/section of company as and when required by the management.
- **In Job Contract** (work carried out within the premises of principle employer) all jobs and services are outsourced by the principal employer to the contractor and are being carried out in the premises of the principle employer, by employing the sufficient number of manpower to work inside the premises of the principal employer to complete the work in the stipulated time period.
- Therefore, All the labour that are being provided by the contractor will be covered under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and all social security acts will also be applicable on the said contract labour. It is the principal employer liability to keep a check on the contractor that whether all the facilities/benefits which are applicable to the contract labour employed in the establishment are provided or not.

**B.) Provisions of Social Security Acts in the Job contract (Work carried out outside the premises of principle employer): -**

- **In Job contract** (Work carried out outside the premises of principle employer) all the job and services outsourced by the principal employer are being carried out in some other premises not being premises under control and management of the principal employer. "This type of contract doesn't comes under the purview of Contract labour (Regulation and Abolition) Act, 1970".
- Following provisions (**No. I & II**) will be applicable to contract labour in the above said type of contract:-
  - (I) "The persons who will be engaged by the contractor for transportation of equipment/material to & from the company to the contractor's premises the said persons will be insured under the provision of the Employees Compensation Act, 1923 (Including Contractor also if he is coming inside the premises of principal employer). The cost of insurance premium will be borne by contractor only."
  - (II) Also, if in any case the work has to be carried out inside the premises of the company than the said persons will be covered under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and all social security acts will also be applicable on the said contract labour (refer Sec (a) Clause no. 1 to 14)

## **Foreclosure of contract in full or in part due to Abandonment or Reduction in scope of works:**

**38.** If at any time after acceptance of the Tender, the Company shall decide to abandon or reduce the scope of the work for any reason what-so-ever and hence not required, the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect tot the contractor(s) and the contractor shall no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which might have derived from the execution of the work in full but which he did not drive in consequence of the foreclosure of the whole or part of the work.

The contractor shall be paid contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

(a) Any expenditure incurred on preliminary site work e.g. temporary excess roads temporary labour huts, staff quarters and site office ;storage accommodation and water storage tanks.

(b)(i) Company shall have the option to take over contractors material or any part there-of either brought to the Site or of which the Contract is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided however, the company shall be bound to take over the materials or such portion there-of as the Contractors does not desire to retain. For materials taken over or to be taken over by the company the cost of such materials. The cost shall however take into account purchase price cost of transportation and deterioration or damage, which may have been caused to materials while in the custody of the Contractor.

(ii) For contractor's materials not retained by the Company, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other works whichever is less materials are not transported to either of the said place, no cost of transportation shall be payable.

(c) if any materials supplied by the company are tendered surplus, the same except normal wastage shall be returned by the Contractor tot the Company at the rates not exceeding these at which these were originally issued less allowance for any deterioration or damage which may have been caused while the materials were in the custody of the contractor in addition cost of transporting such materials from site to company stores, if so required by the Company.

(d) Reasonable compensation for transfer of T &P from site to contractor's permanent stores or to his other works whichever is less,if T & P are not transported to either of the said places no cost of transportation shall be payable.

The Contractor shall, if required, by Engineer-in-charge furnish to him book of account, wage book, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this Condition.

## **Termination of Contract for Death: -**

**39.** If the contractor is an individual or a proprietary concern, and the individual of the proprietor dies and if the contractor is partnership concern and one of the partner dies then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the propriety concern and in the case of a partnership the Contractor the surviving partners are capable of carrying out and completing the contract the accepting authority shall be entitled to cancel the contract as to its incomplete part without company being in any liable to payment of any compensation to the estate to the deceased Contractor and/or to the surviving partners of the

Contractor's firm on account of the cancellation of the contract. The decision of the Accepting authority that the legal representative of the deceased contract or shall be final and binding on the parties in the event of such cancellation company shall not hold the estate of the deceased contractor and/or curving partner of the contractor's firm liable in damages for not completing the contract.

## **Cancellation of Contract or in Part: -**

**40.** If the contractor: -

- (a) at any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-charge or
- (b) Commits default in complying with any of terms and conditions of the contractor and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing given to him in that behalf by the Engineer-in-charge or
- (c) Fails to complete the works of items of work with individual dates of completion on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by Engineer-in-charge or
- (d) Shall after or give or agree to give to any person in company services or to any other person on this behalf any gift or consideration of any kinds as an inducement or reward for doing or forbearing to do for having done or for borne to do any act or any other contract for the company or
- (e) Shall enter into contract with the company in connection with commission has been paid or agree to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority / Engineer-in-charge or
- (f) Shall obtain a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering or
- (g) Being an individual or a firm any partner there of shall ant any time be adjusted insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation of composite on (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement on behalf of his creditors or purposed to do, if any application be make under any insolvency Act for being in force for the sequestration of his estate if a trust deed be executed by him for benefit of the creditors or
- (h) Being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holder to appoint a receiver or manager or
- (i) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days or
- (j) Assigns, transfers, sublet engagement of labour on a piece – work basis or of labour with materials not be incorporated in the work shall not be deemed to the subletting or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.

The Accepting Authority may without prejudice to any other right or remedy which shall have accrued or shall accrued their after to the company by written notice cancel the contract as a whole or only such items of work in default from the contract.

The Accepting Authority shall on such cancellation have powers to :

- (a) take possession of the site and any materials, constructional plant implements, stores etc., there-on and / or
- (b) carry out the incomplete work by any means at the risk and cost of the contractor on cancellation of the contract in full or in part. The Engineer-in-charge shall determine what amount if any is recoverable from the contractor for completion of the works or part of the work in case the works or part of the works to be completed the loss or damage suffered by company in determine the amount credit shall be given to the contractor for the value of work executed by him up to the time of cancellation the value of the contractors materials taken over and incorporation in the work and use of take and machinery belonging to the contractor.

Any excess expenditure incurred or be incurred by the company in completing the works or part of the works or the excess loss or damage suffered or may be suffered by company as aforesaid after allowing such credit shall be recovered from any money due to the contractor on any account and if such money is not sufficient, the contractor shall be called upon in writing to pay the same within 30 days,

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sale any or all of the unused materials constructional plant, implements temporary building etc. of the contractor and supply the proceeds of the sale there-off towards the satisfaction of any sums due from the contractor under the contract and if there after there be any balance outstanding from the contractor, it shall be recovered in accordance with provisions of the contract.

Any sum or excess of the amount due to company and unsold materials, constructional plant etc. shall returned to the contractor, provided always that the cost or anticipated cost of completion by the company of the work or parrot in the works is less than the amount which the contractor would have been paid had he completed the works or parrot of the works such benefit shall not accrued to the Contractor.

Forfeiture of EMD: The EMD shall be forfeited without prejudice to the other rights and remedies of company in the event such as : (a) Tenderer failing to keep his tender valid and open for acceptance by the company during the period of 03 months reckoned from the date of opening of tenders (b) to execute a formal instrument of agreement governing the contract or (c) to furnish the requisite insurance certificates etc. within the specified time limits. Not withstanding the forfeiture of the EMD, the company shall have the rights to make other arrangement for execution of work covered by the contract at risk & cost of the selected contractor, without prejudice to such other rights & remedies as the company may have against the contractor.

## **Liability for Damage defects or imperfections and rectification there-of:**

41. if the contractor or his workman or employees shall injure or destroying part of the building in which they may be working or any building, road fence etc. continues to premises on which the work or any par t of it is being executed or if any damage shall happen to the work while in progress the contract or shall upon receipt of a notice in writing in that behalf make while the same good at his own expense. If it shall appear to the Engineer-in-charge or his representative at any time during construction, re-construction or prior to the expiration of the defects Liability period that many work has been executed with unsound, impart or unskillful workmanship or that any materials or articles provided by the contractor for execution of the work are unsound or of a quality inferior to contracted for or otherwise not aim accordance with the contract or that any defect shrinkage or



other fails have appeared in the works arising out of defective and improper material for workmanship, the contractor shall upon receipt of a notice in writing in behalf from the Engineer-in-charge forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be and / or remove the materials or articles so specified and provide other proper and suitable materials or particles at his own expense not withstanding that the same may have been inadvertently passed, certified and paid for in the event of his failing to do so within the period to be specified by the Engineer-in-charge in his notice aforesaid the Engineer-in-charge may rectify or remove and re-execute work and /or remove and replace with others the materials and articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

In case of repairs and maintenance works, splashes and dropping from white washing, painting etc. shall be removed and surface cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises etc. where the work is done without waiting for completions of all other items of work in the contract. In case the contractor fails to comply with the requirements of this condition, the Engineer-in-charge shall have the right to get the work done by other means at the risk & cost of the Contractor. Before taking such action, however, the Engineer-in-charge shall give three days notice in writing to the Contractor.

### **Urgent Works:-**

42. If any urgent work (in respect where of the decision of the Engineer-in-charge shall be final and binding) becomes necessary and the contractor is unable or unwilling at once to carry it out, the Engineer-in-charge may at his own with the help of other work people agency carry it out as he may consider necessary. If the urgent work shall be such as the contractor is liable under the contract to carry out at his expense but is refused by the contractor all expense incurred on it by the Contractor and be adjusted or set off against any sum payable to him.

### **Changes in Constitutions:**

43. Where the contractor is a partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in constitution or reconstitution of the firm. Where the contractor is an individual or a Hindu Undivided Family, business concern, such approval as aforesaid shall likewise be obtained before the contractors enter into any partnership agreement where under the partnerships firm would have the right to carry out the work here by undertaken by the Contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed or have been assigned in contravention of condition, 40(i) here-off and the action may be taken and the same consequences shall ensue as provided for in the said condition 40.

### **Training of Apprentices: -**

44. The contractor shall if required during the currency of the contract, when called upon by the Engineer-in-charge and also ensure engagement by the sub-contractor and other employed by the contractor is in connection with works, such number of apprentice in the categories mentioned in schedule and for such periods as may be required by the Engineer-in-charge. The contractor shall train them as required under the Apprentices Act 1931 and shall be also responsible for all obligations of the employment under the Act including the liability to make payment to Apprentice as required under the Act.

### **Non Exercise of Power no waiver: -**

45. It is agreed that in any case in which any of the power conferred upon the company or the Engineer by the provisions of the contract comes exercisable the non-exercise thereof shall not constitute a waiver of any of the condition hereof, and such power shall not withstanding such non exercise be exercisable in the event of another case of default by the contractor for which by any clause or clause hereof, he is declared liable to pay compensation and the liability of the contractor for past/future compensation remain unaffected.

## **Information To Be Furnished By The Tenderer Regarding Their Status, Capability Financial Resources Etc.**

46. Each Tenderer shall submit a declaration as to whether he is an individual firm or association of firms, company or corporation and has successfully carried out work of the type and magnitude covered by these Tender documents and has the requisite organization including technical and other personnel and finance and other resources to handle the works full information, supported by documentary evidence shall be furnished but the Tenderer in regard to the following amount other things so as to demonstrate his ability to undertake the work as specified :
1. In the case of firm, company or corporation :-
    - i) the legal names the nature or the business and the date and place of registration (including the state of incorporation where it is a corporation )
    - ii) The authorized, subscribed and paid up capital and
    - iii) the name and address of all the Directors, including those the Chief executive, President, Secretary or other person authorized to bind the firm, company or corporation in the matter.
  2. In the case of a partnership the names and address of all the partners.
  3. In the case of an association of firms the details of all the partners.
  4. Previous experience with details of work or the type and magnitude covered by these Tender documents, executed already.
  5. Details of other works, if any tendered for and in hand, on the date of submission of the Tender.
  6. Full details of technical personnel of the Tenderer who will be assigned to these works.
  7. Complete details (with full specification) of equipment which will be employed by him on the work covered by these Tender Documents; and
  8. Sufficient facts concerning financial resources.

Non submission of documentary evidence on any of aforementioned respects may render the Tender liable to summary rejection. The company will be sole judge as to the merits the Tender and ability to perform the work.

## **Valuation & Payment**

### **Records and Measurement:-**

47. The Engineer-in-charge shall except as otherwise stated as certain and determine by measurement the value in accordance with the contract of work done in accordance the with.

All items having a financial value shall be entered in measurement book, level book etc prescribed being mentioned by the Company so that a complete record is obtained of all the work performed under the contract.

Building etc, priced as unit lump-sum shall be entered by number at the until lump-sum work carried out for agreed lump-sum shall be described any similarly recorded.

Lump-sums omissions shall be entered fro deduction.

Measurement shall be taken jointly be the Engineer-in-charge or his authorized representative and by the contractor of his authorized representative.

Before taking measurements of any work the Engineer-in-charge or the person deputed by him for the purpose shall give a reasonable notice to the contractor. If the contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurements taken by the Engineer-in-charge or by the person deputed by him shall be taken to be correct measurement of the work.

The contractor shall, without extra, charge provide assistance with every appliance and other things necessary for measurement.

Measurement shall be signed and dated by both parties each day on the Site on completion of measurement. If the contractor object to any of the measurement recorded on behalf of Company note to that effect shall be made in the measurement book against the item objected to company note to that effect shall made in the measurement book against the item objected to and such note shall be signed and dated by both the parties engaged in taking the measurement.

If as a result of such objection, it becomes necessary to re-measure the work wholly or in part the expense of such measurement shall be borne by the party requirement the measurement to be taken provided that no errors found in this measurement to amount to less 5 percent of the value as recorded by the first measurement, where however the net errors amount to 5 percent of or over of the said value, the cost of re-measurement shall be borne by the other party, in any case if the net value of errors found exceeds Rs. 5000/- the expense of re-measurement shall be borne by the other party.

### **Method of Measurement:**

48. Except where any general or detailed description of the work in Bill or quantities of schedule of work/items/quantities excesses show to the contract, bills of quantities of schedule of work/item/quantities shall be deemed to have been prepared and measurements shall be taken in accordance with procedure set forth in the Schedule of Rates / specification notwithstanding any provision in relevant standard method of measurement or any general or any local custom. In the case of items which are not covered by the Schedule of Rates specification measurements shall be taken in accordance with the relevant standard methods of measurements shall be taken in accordance with the relevant standard methods of measurements issued by the Indian Standard Institution.

### **Production of Vouchers:-**

49. The contractor(s) shall when required by the Engineer-In-Charge produce all quotations, invoices, vouchers and accounts of receipts in connection with expenditure of provisional or prime cost sums. He shall similarly produce voucher etc., if required to prove to the Engineer-In-Charge that materials supplied by him are in conformity with the specifications laid down in the contract.

### **Payment on Account:-**

50. Interim bills shall be submitted as per Contract, at intervals, mentioned in schedule on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking of causing to be taken the requirement measurements of the work. Bill should be submitted by the contractor after completion of work on monthly basis. Payment shall be made within 30 (Thirty) days after submission of the bill completed in all respects by the contractor to the Engineer-in-Charge. However, no claim shall be admissible in case of delay in payment.

Unless otherwise specifically provided, progress payments will be made to contractor keeping in view the all quantities of work done. The payment will be made generally once in a month.

Any interim/certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is /are in accordance with contract.

Pending consideration of extension of date of completion interim payment shall continue to be made as here-in provided.

### **Time Limit for Payment of Final Bill:-**

51. The final bill shall be submitted as per contract within three months of physical completion of the work. No further claims shall be made by the contractor after acceptance of the final bill & these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute for quantities and rebates as approved by Engineer-in-charge, shall be made within six months. Delay in payment will not attract any interest/compensation.

After payment of the amount of the final bill payable as aforesaid has been made the contractor may if he so desires; reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days this disputed claim shall be dealt with as provided in the contract.

### **Over-payments and Under-Payments:-**

52. Whenever any claim for the payment of a sum of money to the company arises out of or under this contract against contractor the same may be deducted by the company from any sum then due or which at any time thereafter may become due to the contractor under this contract, and failing that under any other sum due to the contractor from the company (which may be available with the company) or from his security deposit/retention money or he shall pay claim on demand.

The company reserves the right to carry out audit and technical examination of the final bill including all supporting vouchers, abstract etc. the company further reserves the right to enforce recovery of any overpayments when deducted notwithstanding the fact that the amount of the final bill figures in the arbitration award.

If as a result of such audit and technical examination any overpayment is discovered in respect of

recovered by company from the contractor by any or all other them methods prescribed above or if any underpayments is discovered,. The amount shall be duly paid to the contractor by the company.

Provided that the aforesaid right of company to adjust over-payments against amount due to the contractor under any other contract with the company shall not extend beyond the period of two years from the date of payment of the final bill but in case the final bill in MINUS the amount payable by the contractor under the MINUS final bill will be communicated to the contractor.

Any amount due to the contractor under this contract for under payment may be adjusted against any amount due or which may at time thereafter become due before payment is made to the contractor from him to the company on any other contract or account whatsoever.

### **ARBITRATION:**

53.All question, dispute or differences of any kind whatsoever arising out or relating to the control shall be referred **within Two Months** by the parties of this contract for decision to a sole Arbitrator who shall be the Project head, KCC or any officer of HCL mentioned by the said in the behalf. In the event of such an Arbitrator to whom the matter is originally referred is transferred or vacates his office by resignation or otherwise refuses to act or is incapable of acting for any reasons what so ever, the Project Head, KCC, shall appoint another person to act as arbitrator in his place in accordance with the terms of this contract. Such persons shall be entitled to proceed from that stage at which it was left by his predecessor.

There shall be no objection to any such appointment that the arbitrator appointed is an officer of the company or that he had to deal with the matter to which contract related or that in the course of his duty as such officer he had expressed views on all or any of the matters in dispute or difference. No person other than project head KCC or his nominees can Act as Arbitrator.

The venue of arbitrator, shall be Khetri Copper Complex, Khetri Nagar.

The award of arbitrator shall be final and binding on the parties of this agreement. Subject to the above the provision of Arbitrator and Conciliation Act. 1996, and of all the rules there under and all statutory modifications there-of shall govern such arbitrator proceedings and shall be deemed to apply to and be incorporated in this contract.

### **Laws Governing the Contract :-**

54. This contract shall be governed by the Indian Laws for time being in force.

Jurisdiction:

55.The jurisdiction shall be with the Courts at Khetri (Rajasthan) only.

Taxes :

56. The rate quoted by the contractor should include the turn-over/sales Tax payable on work contract, to the state Government and will be calculated at the rate of 3.0% from the bills on gross value of contract except labour and service contract, Registration with state commercial deptt.

57.The Tenderer shall submit the tenders in respect of a work contract quoting his registration number allotted to him by the commercial Tax Deptt Govt of Rajasthan referred to above.

\*\*\*\*\*

## **APPENDIX – I**

**(See Condition 16)**

### **CONTRACTOR(S) & LABOUR REGULATIONS**

#### **Definitions :-**

1. In these regulations, unless otherwise expressed or indicated, the following words and expressions shall have the meaning here by assigned to them.
  - (a) “Labour” means worker employed by a contractor directly or indirectly through a sub-contractor or by an agent on his behalf on a payment not less than the minimum rates of wages fixed under the minimum Wages Act.
  - (b) “Fair wages” means wages which shall include wage for weekly day of rest and other allowances whether for time or piece work, after taking in to consideration prevailing market rates, for similar employments in the neighborhood but shall not be less than the minimum rates of wages fixed under the minimum Wages Act.
  - (c) “Contractor” for the purpose of these regulations shall include an agent or sub-contractor employing labour on the work taken on contract.
  - (d) “Inspecting Officer” means any Labour Enforcement Officer, or Assistant Labour Commissioner of the chief Labour commissioner’s Organization.
  - (e) “Form” means a form appended to these Regulations.

#### **Notice of Commencement :-**

2. The contractor shall within seven days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information.
  - (a) Name and situation of the work.
  - (b) Contractor’s name and address.
  - (c) Particulars of the Department for which the work under taken.
  - (d) Name and address of sub-contractor and as when they are appointed.
  - (e) Commencement and probable duration of the work.
  - (f) Number of workers employed and likely to be employed.
  - (g) Fair wages for different categories.
3. (i) Number of hours of work which shall constitute normal working for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals if any, for rest it shall not spread over more than twelve hours on any day. When an adult worker is made to work for more than NINE hours or any day or for more than FORTY EIGHT hours in any week he shall in respect of overtime work; be paid wages at double the ordinary rate of wages.

Note :- The expression ordinary rate of wages means the fair wage the worker is entitled to. weekly day of rest :-

(ii) Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance a worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substitution rest day, one of the five days immediately before or after the rest day provided that no-substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for the whole day.

When in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

Display of notice regarding wages, day of rest etc :-

4. The Contractor shall before he commences of his work on contract, display and correctly maintain and continue to display, and correctly maintain in a clean and legible condition, in conspicuous place of the work : notices in English and the local Indian languages. Spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable the conspicuous weekly rest day workers are entitled to, and name and address of the inspecting officer. The contract or shall send a copy of each of such notices to the inspecting officers.

### **Fixation of Wage Period:-**

5. The contractor shall fix wage period in respect of which wages shall be payable. No wage period shall normally exceed one week,

Payment of Wages and Provision of Amenities:-

6. (i) Wages due to every worker shall be paid to him directly. All wages shall be paid in current coins or currency or in both.

(ii) Wages of every worker employed on the contract shall be paid where the wages period is one week, with-in THREE days from the end of the wages period and in any other case before the expiry of the 7<sup>th</sup> day or 10<sup>th</sup> from the end of the wage period according as the number of workers does not exceed 1,000 or exceeds 1,000.

(iii) When employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before expiry of the day succession the one on which his employment is terminated.

(iv) Payment of wages shall be made at the work site on a working day, except when the work is completed before expiry of the wage period in which cases final payment shall be made at the work site within 48 hours of the working day and during normal working time.

(v) The payment of wages and the provision of amenities etc. shall be made by the contractor as required under the contract Labour (Regulation and abolition) Act. 1970 and the rules framed there under

### **Register of workmen:-**

7. A register of workmen shall be maintained of in form and kept at the work site as near to it as possible and the relevant particulars of every workman shall be entered there in within THREE days of his employment. The contractor or sub contractor as a law may require shall also take out a license under the Contract Labour (Regulation and Abolition) Act. 1970 and maintain proper records as required under the said act or the rules framed there under.

### **Employment Card:-**

8. The contractor shall issue an employment card in Form II to each worker on the day of work or entry into this employment. If a worker has already any such card with him issued by the previous employer, the contractor shall merely endorse that employment card with relevant entries on termination of employment. The employment card shall again be endorsed by the contractor and required to the worker

### **Register of Wages etc:-**

9. (i) A register of wages-cum-muster roll in form III shall be maintained and kept at the work site or as near to it as possible.

(ii) A wage slip form IV shall be issued to every worker employed by the contractor at least day prior to disbursement of wages.

## **Fines and Deductions which may be made from wages :**

10.(i) Wages of a worker shall be paid to him without any deductions of any kind except following.

- (a) Fine.
- (b) Deductions from absence from duty i.e. from the place where by the under the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money which he is required to account for where such damage or loss is directly attributable to his neglect or default.
- (d) Deduction for recovery of advance or for adjustment of overpayment of wages advance granted shall be entered in a register and
- (e) Any other deduction which the Government may from time to time allow.
  - (ii) No fines shall be imposed on any worker save in respect of such act and Commission on his part as have been approved by the Chief Labour Commissioner.
  - (iii) No fines shall be imposed on a worker and no deduction for damages or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
  - (iv) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that wage period.
  - (v) No fine imposed on a worker shall be recovered from him in installment, or after expiry of sixty days from the date on which, it was imposed every fine shall be deemed to have been imposed on the day of the act or commission in respect of which it was imposed.

### **Preservation of Register:-**

11. The Register of workman and the register-of wages-cum-muster Roll required to be maintained under these regulations shall be preserved for 3 Yrs. After the date on which The last entry is made there-in.

12. The Inspecting Officer shall either on his own motion or any complaint received by Him carry out investigations, and send a report to the Engineer-in-charge specifying the amount Representing workers dues and amount of penalty to be imposed on the contractor for breach Of these regulations that have to be recovered from the contractor, Indicating full details of The recovers proposed and the reasons there for. It shall be obligatory on the part for the Engineer-in-charge on receipt of such a report to deduct such amounts from payments due to the contractor.

### **Disposal of amounts recovered from the contractor:-**

13. The engineer-in-charge shall arrange payment to workers concerned within FOURTY FIVE days from receipt of a report from the Inspecting Officer, except in case where the contractor have made an appeal under regulation 15 of these Regulation. In case where there is an appeal payment of workers dues would be arranged by the Engineer-in-charge wherever such payment arise within THIRTY days from the date of receipt of the decision of the Concerned Labour Authority.



### **Welfare Fund:-**

14. All moneys that are recovered by the Engineer-in-charge by way of workers dues which Could not be disbursed to workers within the time limit prescribed above due to reasons such As where about of workers not being known, death of a worker etc. and also amounts recovered penalty shall be credited to a Fund to be kept under the custody of the concerned Labour authority for such benefit and welfare of workman employed by the contractors as are prescribed by the concerned labour authority.

### **Appeal against decision of inspecting Officer:-**

15. Any person aggrieved by a decision of the inspection officer may appeal against such Decision to the Concerned Labour Authority within THIRTY days from the date of the decision Forwarding simultaneously a copy of his appeal to the Engineer-in-charge. The decision of the Concerned Labour Authority shall be final and binding upon the contractor and the workman.

### **Representation of Parties:-**

16. (i) A workman shall be entitled to be represented in any investigation or enquiry Under these Regulations by and Officer of a registered trade union of which he is member Or by and officer of a federation of trade unions to which they said trade union is affiliated or Where the workman is not member of any registered trade union by an officer of a registered Trade union connected with or by any other workman employed in the industry in which the Worker is employed.

(ii) Contractor shall be entitled to be represented in any investigation or enquiry under these regulations by and Officer of an association of contractors of which he is a member or by an officer of a Federation of association of contractors to which the said association is affiliated or where the contractor is not a member of any associations of contractors by an officer of association of employer connected with or by any other employer engaged in the industry in which the contractor is engaged.

(iii) No party shall be entitled to be represented by a legal practitioner in any Investigation or enquiry under these Regulations.

### **Inspection of Books and Other Documents:-**

17. The contractor shall allow inspection of the registers and other documents prescribed Under these Regulation by Inspecting Officer and the Engineer-in-charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.

### **Interpretation etc:-**

18. On any question as to the application, interpretation or effect of these regulations, the decision of the concerned Labour Authority or deputy Chief Labour Commissioner (Central) shall be final and binding

### **Amendments:-**

19. Government may from time to time amend these regulations and issue such directions as it may consider necessary for the proper implementation of these regulations or for the purpose of removing any difficulty which may arise in the Administration there-of.

## **Deduction of Provident Fund & Pension by the Contractor :-**

### 20. i) DEDUCTION OF P.F., FAMILY PENSION & W.C. Act. Etc.

The contractor shall comply with the provision of Employee Provident Fund and Miscellaneous Provision Act, 1952 and schemes and rules etc, framed there under and Workman Compensation 1923 Act, and the rules etc., framed there under and all other laws of the land application to the employees of the Contractor (including sub-contractor, if terms & condition allow for sub contract). Those contractor who has no own PF Establishment code shall deposit PF Contribution in KCC PF Trust and Pension Fund etc. through HCL KCC through bank draft or Banker cheque through HCL, KCC on or before 12<sup>th</sup> of the following months as per details given below:-

Demand Draft	Pay	On Account of
1	PF Trust, Khetri Copper Complex	15.67% on account of PF+1.10% Admin.Charges
2	Hindustan Copper Limited, Khetri Copper Complex	8.33% Pension Fund+.5% EDLI Charges+0.005% EDLI Insp. Charges

Those who have failed to deposit the EPF with in stipulated period can be penalized under provision of Employee Provident Fund Act, 1952. Contractor those who had their own PF Establishment Code shall submit the Copy of bank challan as a proof of Depositing PF & Pension fund etc. in the respective RPFCA along with Form 6A & 3A for the last Financial Year. The contractor must submit Form 6A & 3A for the current financial year with in the stipulated period and SD will be released only after receipt of copy of Form 6A & 3A. In the event of failure on the part of the Contractor to deposit provident fund and pension fund, the company shall recover the same from the bills of the contractor together with any other charges/penalty loveable for the said default of the contractor and directly deposit the provident fund with HCL, KCC employees provident fund and family pension with the appropriate authority.

The Contractor shall at all times indemnify the company against all claims, damages compensation etc. that might be said or become payable by the company under the said Employees Provident Fund and Miscellaneous Provision Act 1952 and

Workmen's compensation act 1923 and all other labour, industrial and other laws of the land applicable to the employees engaged by the contractor (Including sub-contractor, if the terms & conditions allow). Before commencement of the work, the Contractor must submit the copy of insurance covered under Workmen's Compensation Act 1923 of his labours going to depute under this Work Order in Central Human Resource Deptt., and then only they can allow starting the work.

#### ii) Wages to the Labourer

Party will abide by laws with the provisions of the Minimum Wages Act, 1956, Contract Labour (Regulation & Abolition ) Act etc. and also provisions of any other law as may be applicable from time to time. Wages of any kind i.e. Salary, Over Time, Bonus, and Advance or on any other account whatever may be paid, through bank account only. Cash payment will not be allowed in any circumstance what every the reason there may be.

iii) Payment of Bonus: Payment of bonus to workers shall be contractor's liability and shall be included in the rates. This will be as per Bonus Act, 1965 & Rules there under.

#### iv) Special wages

The provision for payment of Canteen Allowance to each workman @ Rs. 10.00 per day of his attendance, engaged by contractor / agency will be the contractor's liability & shall be included in the rates.

\*\*\*\*\*

## FORM I

**Register of Workmen  
(Regulation 7)**

- (i) Name and address of the Contractor .....
- (ii) Number and date of Contract .....
- (iii) Name and date of contract .....
- (iv) Nature of the Contract and location of the work.....
- (v) Duration of the Contract .....

Sl. No.	Name and Surname of the worker	Age & sex	Father's & Husband's Name	Name of Employment / Designation	Permanent Home Address of employee / village Distt Thana	Present Address	Date of Commencement of employment	Date of termination or leaving to employment	Signature or thumb impression of the employer	Remarks
1	2	3	4	5	6	7	8	9	10	





**FORM IV**  
**WAGE SLIP**  
**(Regulation 9)**

i) Name of the Contractor .....

(ii) Place.....

- 
1. Name of the Worker with father's / husband's name
  2. Nature of Employment
  3. Wage period
  4. Rate of wages payable
  5. Total attendance / unit of work done
  6. Dates on which overtime worked
  7. Overtime wages
  8. Gross wages payable
  9. Total deduction (indicating nature of deduction)
  10. Net wages payable.
- 

Contractor's Signature  
Thumb Impression

Employer's signature  
thumb impression

## APPENDIX – II (See Condition 16)

### SAFETY CODE

1. Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot-holds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (1/4 horizontal and 1 vertical)
2. Scaffolding or staging more than 3.25 meters above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there-off with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so as fastened as to prevent it from swaying from the building or structure.
3. Working platform gangways and stairways shall be so constructed that they do not sag uneasy or unequally and if height of a platform or gangways or stairways is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate with and be suitable fenced as described in 2 above.
4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length for longer ladders this width shall be increased at least 6 mm. For each additional 30 cm of length. Uniform step spacing shall not exceeding 30 cm.

Adequate precautions shall be taken to prevent danger from electrical equipment. No material on any of the sites shall so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defenses of every suit, action or other proceedings at law that may be bought by any person for injury sustained owing to neglect of the above precautions and to pay any damages costs which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

#### 6. Excavation and Trenching:-

All trenches 1.5 meters or more in depth shall at all times be supplied with at least one ladder for each 30 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground sides of a trench within 15 meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing so as to avoid the danger of sides collapsing. Excavated materials shall not be placed within 1.5 meters of edge of trench or half of depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting is done.



**Demolition:-**

7. Before any demolition work is commenced and also during the process of the work:-
  - (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (b) No electric cable or apparatus which is liable to be a source of danger over a capable or apparatus used by operator shall remain electrically charged.
  - (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of a building shall be so overloaded with debris of materials as to render it unsafe.
8. All necessary personal safety equipments as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
  - (a) Worker employed mixing asphalted materials, cement and lime mortars. Concrete shall be provided with protective footwear and protective goggles.
  - (b) Those engaged in handling any materials, which is injurious to eyes, shall be provided with protective goggles.
  - (c) Those engaged in welding works shall be provided with welders protective eye shields..
  - (d) Stonebreaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe interacts.
  - (e) When workers are employed in sewers and manholes which are in use, the contractor shall ensure that manhole covers opened and manhole are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned or with suitable railing and provided with warning signals or boards to prevent accident top public.
  - (f) The contractor shall not employ men below the age of 18 any women on the work of painting with products containing lead in any form. Whenever men above the age of 18 employed on the work of lead painting, the following precautions shall be taken.
    - (i) No paint containing lead or lead products shall be used except in the form of pest or ready-made paint.
    - (ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
    - (iii) Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painter to wash during and on cessation of work.
9. When work is done near any place where there is risk of drawing all necessary equipment shall be provided and kept ready for use and all necessary steps taken from prompt rescuer of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
10. Use hoisting machines and tacks including their attachments anchorage and supports shall.

**Confirm to the following:-**

- (a) (i) These shall be of good mechanical construct & of found materials and of adequate strength and free from patent defects and shall be kept in good repair and in good working order.
  - (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- (b) Every Crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine.
- (c) In case of every hoisting machine and of every chain ring hook suckle swivel and pulley block used in hoisting or lowering or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all

gears referred to above shall be plainly marked with safe working load in case in case of hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

(d) In case of a departmental machine safe working load shall be notified by the Engineer-in-charge as regards contractor's machine, the contractor shall notify safe working load of each machine to the Engineer-in-charge whatever he brings it to site of work and get it verified by the Engineer-in-charge .

- 11. Motors, gearing, transmission, electric and other dangerous parts of hoisting applicable shall be provided with efficient safe guards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accident decent of lead adequate precautions shall be taken of reduce to the minimum risk of any part of a suspended load becoming accidentally displace. When workers are employed on electrical installations which are already energized insulating mats working appeal such as gloves sleeves & boots as may be necessary shall be provided to workers shall not wear any rings, watches and carry key or other materials which are good conductors of electricity.
- 12. All scaffolds ladder and other safety devices mentioned or described herein shall be maintained in a safe condition & no scaffold ladder or equipment shall be altered or removed while it is in use adequate washing facilities shall be provided at /over/near place of work.
- 13. These safety provisions shall be brought to the notice of all concerned by display on notice board at a prominent place at the work spot , persons responsible for ensuring compliance with the safety code shall be named there in by the contractor.
- 14. To ensure effective enforcement of the rule & regulations relating to safety precautions, arrangements made by the contractor it shall be open to inspection by the engineer-in-charge or his representative(s) and the inspecting officers as defined in appendix 1.
- 15. Not- withstanding the above conditions a to 14 the contractor is not exempted from the operation of any other act or rule in force.

\*\*\*\*\*

## General Summary

1. Cost of item of works from schedule A	Rs.....
Part I	Rs.....
Part II	Rs.....
Part III	Rs.....
Part IV	Rs.....
Part V	Rs.....
Part VI	Rs.....
Total Rs.....	

At the item rates quoted in Schedule of works/items/quantities for the sum of  
 Rupees.....  
 ..... (in words).....  
 .....

Signature of Issuing Officer

.....

Date .....

Signature of Contractor

.....

Date.....

## **Hindustan Copper Complex limited, Khetri Nagar**

### **SPECIAL CONDITIONS**

#### **CONSTRUCTION WATER AND ELECTRICITY**

1. The water and power required for the execution of the works will be supplied by the company. The rate of water charges will be fixed by the company from time to time. The power shall be free cost. Water meters duly tested shall have to be supplied by the contractor at his own cost .the water and power will be supplied at one point to be decided by the Engineer-in-charge The contractor shall have to make his own arrangements for proper distribution thereafter. .
2. Grading of sand should be as per ISI and wherever coarse sand is maintained it shall not have fineness modulus of less than 2.5 fineness Modulus of sand fine/sand shall not be less than 1.
3. For RCC works concrete will me mixed by mechanical mixers and during saying vibrated by mechanical; vibrators as per CPWD specifications.
4. The Contractor shall be responsible for proportionate progress for work fixed by the Engineer-in-charge within the overall limit for its completion.
5. Residential accommodation will be provided if available on rental basis fixed by the company from time to time.
6. The time is the essence of work and the entire job shall have to be completed in the stipulated period. If any materials is not supplied by the Company due to non – availability or otherwise the company shall not be liable to any claim put forth by the contractor on this account.
7. All C.I. covers for manholes surfaces boxes fully traps water meters boxes etc. should have engraving of Hindustan Copper Limited.
8. The work has to be carried out carefully so as to guard against any damages to the existing installation; Damages(s) shall be recovered at the cost fixed by the Company.
9. The depth of pipe lines trench shall be true to dimension as shown in the Drawing as per CPWD specification and / or as directed by the Engineer-in-charge and his decision shall be final and binding the contractor should take all precautions against stopping to earth from side or top. The same shall be removed at his own expense.
10. All pipes and fittings must be tested and cleaned before laying in position.
11. All S.C.I. pipes, fittings should confirm to relevant Indian Standard specification.
12. No, extra payment is admissible for dismantling and making branch connections to the existing C.I. pipe line.
13. All pipe and equipment shall be tested as per standard practice. And defects in joints leakage etc. shall be rectified at the expense of the contractor.
14. While excavating trenches etc. care shall be taken not to disturb or damage any existing pipe, cable, pole wire etc. however if the disturbance is done with prior approval of authorities concerned the same shall be redone properly at the expense of the contractor and should be protected at the expense of the contractor during construction./
15. In case of reducing lines, fittings shall be used without any extra cost.
16. All the G.I pipes and fittings should be of class “A”
17. Provision of tee branded connections whenever directed by the Engineer-in-charge at site shall be made by the contractor
18. G. I. Smooth bend should be used whenever required as per approval of the Engineer-in-charge .
19. Samples of all fittings will be got approved by the Engineer-in-charge before starting the work.
20. Any defect noticed in the pipes and fittings during actual hydraulic testing shall be attended for which the contractor shall be paid for the relevant items of work as per the schedule of contract.

21. The company reserves the right to award whole or part of the work to any one or more of the tenders & if the Tenderer final to comply with the above conditions, their earnest money is liable to be forfeited.
22. In case there is more than one schedule of quantities (forming part of schedule A) in the Tender set. The rate quoted lowest in any one of the schedule of quantities for a particular item of work shall only be payable.
23. Contractor shall on completion of his job hand over the site absolutely clean, as per the instruction of the Engineer-in-charge. In case there is deviation in the instruction the Engineer-in-charge shall be empowered without any prejudice to get it claimed by external agencies at the rate of Rs. 100/- per truck/.
24. All RCC works of 1:2.4 mix (1 cement : 2 coarse and : 4 graded stone aggregate 20mm. Nominal size) should give a minimum strength of 150 Kg/Cm<sup>2</sup> at 28 days cube strength.
25. The Contractor can use red oxide paint instead of red/ead paint as per the approval of the Engineer-in-charge.
26. No extra payments shall be made for the special hinges etc. including its bolts & nuts required to be used with RCC frames instead of ordinary but hinges.
27. RCC posts & struts for fencing shall be casted in cement concrete 1:2:4 ((1 cement : 2 coarse and : 4 aggregate of 20mm & down gauge) with 6mm dia M.S. reinforcement as
 

For Posts	(a)	Verticals	6mm dia M.S. bars	4 Nos
	(b)	Stirrups	-do-	9 “
For Struts	(a)	Verticals	-do-	4 “
	(b)	Stirrups	-do-	10 “
28. Pre cast RCC cover for overhead tanks should be bolted with the slab of the tanks for when no extra payment is admissible 40x6 mm M.S. plats and 12 mm dia bolts and units of appropriate length should be used for the purpose.
29. Polythene float can be used for all cisterns and overhead tanks in place of copper floats
30. Large amount of Mining stone/Rock unsuitable for production of copper are available in Mining Area Contractors may utilize the same after obtaining a special permission from Engineer-in-charge subject to other technical specification(s).  
The stone shall be available free of cost in the Mining Area on “as is where is” basis, Loading/unloading transportation parking to size etc. shall be borne by the Contractor. He will further be the responsible for payment of royalty, Taxes, Octroi etc. which may be payable to the State Government and he will indemnify the Company in this respect.
31. Not-with-standing anything contained to the contrary in specification 2009 CPWD (Vol. & II & I.S. 1200 the quote item rates shall cover the cost of the following
  - (i) Neat cement punning in RCC frames one side of pre caste steps/slabs/shelves which may be required to be done.
  - (ii) Providing fixing wooden plate, (wood according to relevant item) nuts and bolts etc. for fixing tower bolts catchers and other door fitting in RCC frames.
  - (iii) Providing wind cleats in shutters (Door and Windows) suitable for RCC frames. Sand Blocks will also be provided in RCC frames.
  - (iv) Filling depressed portion in the first floor, toilet with sand/brick bats as desired by the Engineer-in-charge.
  - (v) Providing sunk floor, wherever required as per drawing such as in kitchen etc-and as desired by Engineer-in-charge.
32. The contractor shall see that only the required quantities of materials specified in schedule “B” are not issued & any such materials remaining unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the company credit for such materials shall be given as shown in schedule “B” . The contractor shall also not be entitled to charge any incidental charges for returning such surplus materials from the stores where from they were issued.
  - (ii) After the completion of the work, the theoretical quantity or cement to be used on work shall be calculated on the basis of CPWD’s statement showing quantities to cement to used in different items of work provided in the Delhi schedule of rates 2012 over this theoretical quantity of cement shall be allowed a variation up to 5% plus/minus for work the estimated cost of which as

put to Tender is not more than Rs. 2 lakh up to 4% plus/minus for work the estimated cost of which put to Tender, is more than 2 lakh but upto Rs 5 lakh ,and upto 3% plus/minus for work the estimated cost of which put to tender is above 5 lakhs, the difference in quantity of cement actually issued to the contractor and the theoretical quantity including authorized variations if not returned to the contractor shall be received at twice the issue rate without prejudice to the provision of the relevant condition regarding return of materials governing the contract in the event of being discovered that the quantity of cement used is less than the quantity as curtailed as here in before provided (allowing variations on the minus side as stipulated above) the cost of the quantity of cement not so used shall be recovered from the contract or on the basis of stipulated issue rate including storage and overhead changes and cartage to site carriage to be derived from the relevant CPWD schedule of rates plus/minus the contractors average premium.

- (iii) The provision of the forgoing sub-clause shall apply in the case of reinforcement and structural section except that the theoretical quantity of shall be taken as the quantity required as per design or as authorized by the Engineer-in-charge including authorized slippages plus 5% wastage due to setting into place over this theoretical quantity plus 5% and minus 4% shall be allowed as variation due to wastage being more or less.
  - (iv) The provision made above are without prejudice to the right of the company to take action against the contractor under the condition of the contract for not doing the work according to the prescribed specifications.
33. Cement consumption for pointing on dry stone pitching will be allowed 2.34 quintals per 100 M<sup>2</sup> of pitching work.
  34. Structural steel work shall be measured in running Meter correct to CM and their weights calculated on the basis on which steel is supplied to the contractor by the company or form standard tables if the steel is arranged by the contractor.
  35. Prior to the application of the bidder all dust, dirt, caked mud, animal dung, loose and foreign material etc. shall be removed 30 cm on either side, beyond the full width to be treated with wire brushes, small picks, brooms etc. the materials removed shall be disposed of as directed by the Engineer-in-charge without any extra payment.
  - 36.. The Special Terms & Conditions mentioned shall supercede the General Terms & Conditions of the NIT. All changes in the NIT including the extension of the date of opening etc. if any, would be posted only on the website of the company [www.hindustancopper.com](http://www.hindustancopper.com) and the prospective bidders should keep in touch with the company's website for updates before submitting their bids.

**The Corrigendum, if any shall be given only at our website “[www.hindustancopper.com](http://www.hindustancopper.com)”**

Asst..General Manager (M&C)

**Schedule 'B'**  
**MATERIALS FOR ISSUE TO THE CONTRACTOR**  
**SEE CONDITION 15**

S.NO	PARTICULARS	Rate at materials issued Unit	which will be Rs.	Place of issue	Remarks
1	2	3	4	5	6
	Cement with Bag	Per Bag	<b>NIL</b>	Company's Stores at the Complex	
	Oxygen Gas Cylinder	Per Cylinder	<b>NIL</b>	Empty Cylinder to be Returned to the Central stores	
	D.A. Gas Cylinder	Per Cylinder	<b>NIL</b>	- do -	

Note - Rates shown in col no. 4 above  
 Shall be "applicable rate" at the  
 Relevant point of time.

Signature of Issuing Officer  
 Date .....

Signature of contractor  
 Date.....

**Schedule 'C'**

TOOL AND PLANT HIRED TO THE CONTRACTOR (SEE CONDITION 4)

**NIL**

Signature of Issuing Officer \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

Date .....

Date.....

**Schedule 'D'**  
**LIST OF DRAWINGS**

Sl. No.	Description	Drawings No.
1		
2		
3		
4		
5		
6		
7		

Signature of Issuing Officer \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

Date .....

Date.....



**Schedule 'E'**

**SPACE FOR ADDITIONAL IN FORMATIONS**

Phased completion and handing over of

Signature of Issuing Officer

.....

Signature of Contractor

.....

**Schedule 'F'**

Referred to G.C.C.

**Condition No.**

- |   |                    |
|---|--------------------|
| 3(a) Accepting Authority  | Project Head (KCC) |
| 3(k) Market rate – percentage of cover overhead and profit  | - 15%              |
| 10(vi) A (a) Permissible deviation limit for any contract item subject item or contract –cum-substituted item in excess of original value of the item – 10%.                        |                    |
| 10(vi) A(c) Permissible deviation limit for times of works not already included in the contract – 10%   |                    |
| 10(vi) B(a) Permissible deviation limit for an individual trade items project (fin.).   |                    |
| 13(1) Authority competent to decide if any other cause of delay is beyond contractor's controls<br>Project Head (KCC)   |                    |
| 16. Distribution return of number and description by trades of workman employed on works by the contractor or the sub-contractor(s) working under him to be submitted to the E-I-C. |                    |
| 31(a) Authority competent to reduce amount of penalty CMD or his authorized representative.   |                    |
| 31(b) Amount of penalty – 1% of contract value with maximum of 10%  |                    |
| 32 Defect liability period – NIL. No DLP will be applicable for contract pertaining to transportation, labour supply only having no involvement of chargeable / free issue.         |                    |
| 50. Running Account bills – Monthly   |                    |
| 54. Authority for appointing arbitrator – Project Head (KCC)  |                    |

-Contractor has to submit his valid PAN/TIN/GST No. before placement of work order.

-“GST shall be paid extra by HCL, if claimed in the bills so that HCL can avail Input Credit Tax for the same. No subsequent claim shall be entertained by HCL.

-The contractor has to abide by the provision of bonus to workmen engaged by him under the payment of bonus act 1965 and payment of bonus to workmen engaged by the contractor Will be entirely on contractor's liability.

-Contractor should deduct as employees contribution towards provident fund and pension who have worked even one day instead of not less than 60 days within the period of three months as mentioned in clause 20 in the tender document. All other terms & conditions of clause 20 will remain same.

\*\*\*\*\*

**CONDITIONS:**

1. Contractual Agency has to work in all working days from Morning 8AM to 1 PM.
2. Contractual Agency has to deploy one (01) Tractor Driver with valid driving license and Two (02) Mazdoors.
3. Engineer-in-Charge of this work can make contractor's Bill only after receipt of Inspection Committee Report.
4. Inspection Committee should inspect the areas at least once in 15 days.
5. Engineer-in-Charge should make bill on proportionate basis if all the Dust Bins not cleaned properly as per Inspection Committee report and Contractual Agency bounded to accept the payment of reduced amount.