HLL INFRA TECH SERVICES LIMITED

(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)

TENDER

FOR

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATORS FOR DEVELOPMENT OF TALUK HOSPITAL CHITTUR PALAKKAD

Volume- II

GENERAL CONDITIONS OF CONTRACT

Tender No. HITES/IDS/22/07

Golden Jubilee Block, HLL Bhavan,

Poojappura P.O

Thiruvananthapuram

Ph: 0471 -2775500

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NIT FORM 8

HLL INFRA TECH SERVICES LIMITED

NAME OF WORK: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATORS FOR DEVELOPMENT OF TALUK HOSPITAL CHITTUR PALAKKAD

(i) To be uploaded by 15.30 hours on ……..

(ii) To be opened at 15.30 hours on …….....

T E N D E R

I/We have read and examined notice inviting tender, schedule A, B, C, D, E & F, specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the Conditions of Contract and all other contents in the tender document for the work (Tender documents comprising of Volume I, II, III & IV).

I/We hereby tender for the execution of the work specified for the HLL Infra Tech Services Limited within the time specified in schedule 'F', viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of the contract and with such materials as are provided for, by and in respect in accordance with, such conditions so far as applicable.

I /We agree to keep the tender open for 120 days from the date of opening of technical bid and not to make any modifications in its terms and conditions.

A sum of Rs._____/-(Rupees _____ Only) is hereby paid as online through e-tender portal as earnest money.(Since a part of earnest money is acceptable in the form of bank guarantee, Rs._____/-is deposited in the form as prescribed above and balance amount of Rs._____/- is submitted in the form of bank Guarantee issued by a scheduled bank. If so, the original BG shall be submitted on or before the date specified in the tender document). If I/We, fail to furnish the prescribed performance guarantee or execute the agreement with Client/HITES within prescribed period, I/We agree that the said competent authority of HITES shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that competent authority of HITES shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee/Earnest money deposit absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in HITES in future forever. Also, if such a violation comes to the notice of HITES before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated…….. Signature of Contractor

Witness: Postal Address: -

Address:

Occupation:

****

A C C E P T A N C E

The above tender (as modified by you (Contractor) and as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the HLL Infra Tech Services Limited for a sum of Rs._____ (Rupees_____)

The letters referred to below shall form part of this Contract Agreement:-

(a)

(b)

For & on behalf of the HLL Infra Tech Services Limited

Signature_____

Designation_____

Dated……

INTEGRITY PACT

To

……..

……

NAME OF WORK: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATORS FOR DEVELOPMENT OF TALUK HOSPITAL CHITTUR PALAKKAD

Ref: Tender No. HITES/IDS/22/07

Dear Sir,

It is here by declared that the CLIENT/HITES are committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CLIENT/HITES.

Yours faithfully

Tender Inviting Authority

INTEGRITY PACT

To

……..

(Designated authority of CLIENT/HITES*)*

NAME OF WORK: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATORS FOR DEVELOPMENT OF TALUK HOSPITAL CHITTUR PALAKKAD

Ref: Tender No. HITES/IDS/22/07

Dear Sir,

I/We acknowledge that the CLIENT/HITES is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by the CLIENT/HITES. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Clause 12 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, the CLIENT/HITES shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

PRE-CONTRACT INTEGRITY PACT

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of ……..

INTEGRITY AGREEMENT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of _____

Between

HLL Infra Tech Services Ltd. [HITES], a wholly owned subsidiary company of M/s. HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695012, Kerala, India. (Hereinafter called "HITES", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s _____ with office at ……represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HITES and BIDDER referred above are jointly referred to as the Parties]

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. …….. HITES desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HITES to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HITES will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HITES

1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERs with equity and reason, and will provide to all BIDDERs the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs in relation to tendering process or during the contract execution.

1.3 All the officials of HITES regarding this Integrity Pact will report to IEM if any, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.

1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERs/ CONTRACTORs

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with HITES.

2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

2.4 The Bidder (s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.

2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.

2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.7 The Bidder (s) will not make any false or misleading allegations against HITES or its Associates.

2.8 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER‟s firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term "relative" for this purpose would be as defined in Section 2(77) of the Companies Act 2013

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.

2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM if any and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HITES is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders/ Contractors / Subcontractors

4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this integrity Pact.

4.2 HITES will enter into agreements with identical conditions as this one with all Bidders and Contractors.

4.3 HITES will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation/ Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the estimated cost or offer, whichever is higher.

iii. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.

iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.

vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder (s) will not commit any future violation.

ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.

xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HITES will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6 : Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price/ charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.

Clause 7 : Deleted

Clause.8: **Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If HITES obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HITES has substantive suspicion in this regard, HITES will inform the same to the Chief Vigilance Officer, HLL

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HITES or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to the Jurisdiction in the State of Kerala.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 3 years after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director/ CEO of HITES.

Clause.13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

13.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.3 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL Infra Tech Services Ltd.	**Bidder**
.....	.....
WITNESS:	WITNESS:
1.	1. .....
(signature, name and address)	(signature, name and address)
2.	2. .....
(signature, name and address)	(signature, name and address)

General Rules and Directions

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted by publication in Newspapers or posted on website as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be digitally signed/ signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

4. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.

   In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

   If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of officer nominated by HITES and the lowest contractors those have quoted equal amount of their tenders.

   In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and shall not be allowed to participate in the retendering process of the work. Such bidders shall be suspended for one year and shall not be eligible to bid for tenders invited by HITES from date of issue of suspension order for one year.

   In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled. In this case, that bidder shall not be allowed to participate in the retendering process of the work. The bidder shall be suspended for one year and shall not be eligible to bid for tenders invited by HITES from date of issue of suspension order for one year.

   Contractor, who refuse to submit revised offers because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of

his bid shall not be allowed to participate in the retendering process of the work.

5. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier

8. 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. In event no rate has been quoted for an item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly. However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.

9. All rates shall be quoted in the price bid format available in e-tendering portal.

10. (i) The Contractor whose tender is accepted will be required to furnish performance guarantee of **3% (three Percent) of the tendered amount** within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

    (ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to **2.5% of the tendered value of the work**. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

11. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.

12. GST or any other applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contactor and the Client will not entertain any claim whatsoever in respect of the same. However, component of GST at the time of supply of service (as provided in CGST act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extensions if any.

13. The contractor shall give a list of both Executive/Non Executive employees of client related to him.

14. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work etc. The tenderer must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical works in the composite tender.

SECTION – 1

CONDITIONS OF CONTRACT

Definition:

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority as indicated in Schedule 'F' on behalf of the Client and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge of the Consultant appointed by the Client and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another

2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, thereby respectively assigned to them:-

i) The expressions **works or work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. The **work(s)** shall also mean the work including survey, investigation, design, both permanent and temporary, or services to be carried out, designed, constructed, manufactured, fabricated, delivered to Site, erected, installed, completed, tested, commissioned, (including Integrated Testing and Commissioning) and remedying of any defects, and/ or supplied in accordance with the Contract and include Plant, Goods and Materials and their accessories and other necessary items/activities to complete the project/work.

ii) **Accepting Authority** shall mean the authority nominated by HITES or as mentioned in Schedule F.

iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

iv) **Client** means Department of Health & Family Welfare, Govt. of Kerala and shall include their legal representatives, nominee, employees and Officials.

v) **SPV** means M/s HLL Infra Tech Services Ltd. (HITES) who has been appointed as Special Purpose Vehicle by H & FWD, Government of Kerala for execution of the project through Kerala Infrastructure Investment Fund Board (KIIFB). "Engineer in Charge" (EIC) means the Engineer Officer as mentioned in the schedule "F" hereunder, as authorized by HITES.

vi) **Specifications** mean the specifications based on CPWD followed by the SPV in the area where the work is to be executed.

vii) **The Engineer-in-charge** means the Engineer Officer of HITES as mentioned in Schedule 'F' hereunder, authorized by competent authority of HITES, who shall supervise and be in charge of the work.

viii) **Expected risk(s)** are risks due to riots(other than those on account of the contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of work.

ix) **Market rate** shall be the rate as decided by Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule F to cover, all overheads and profits, provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.

x) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Government mentioned in Schedule "F"

hereunder, with the amendments thereto issued upto the date of receipt of the tender.

xi) The **Site** shall mean the land/ or place on, into or through which work is to be executed under the contract or any adjacent land , path or street through which work is to be executed under the contract or any adjacent land, path or street which may be located or used for the purpose of carrying out the contract.

xii) **"Tendered Value"/ "Contract Price"** means the value of the entire work as stipulated in the letter of award.

xiii) **GST** shall mean Goods and Service Tax – Central, State and Inter State.

xiv) **Date of commencement of work**: The date of commencement of work shall be the date of start as specified in schedule 'F

Scope and performance

3. Where the context so requires, words imparting the singular only also include the plural or vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa

4. Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

6. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, 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 description given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage of materials, cartage and carriage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

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 price quoted in the Schedule of Quantities, which rates and price shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and 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 and specific conditions in preference to general conditions.

i. In the case of discrepancy between the various documents, the following order of preference shall be observed: –

a) Description of Schedule of Quantities

b) GCC, NIT, ITB

c) Tender Drawings

d) CPWD Specifications including up-to-date correction slips

e) Technical Specification

f) Indian Standard Specifications of B.I.S.

ii. If there are varying or conflicting provisions made in any one document forming Part of the contract, Accepting Authority shall be deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.

Any error in description, quantity or rate in schedule of quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligation under the contract.

Signing of Contract

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 25 days from the stipulated date of start of the work, sign the contract consisting of:-

(i) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

(ii) Standard Form as mentioned in Schedule 'F' consisting of:

(a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.

(b) Safety Code.

(c) Model Rules for the protection of health, sanitary arrangements for workers employed by HITES or its Contractors.

(d) CPWD Contractor's Labour Regulations.

(e) List of Acts and omissions for which fines can be imposed.

(iii) No payment for the work done will be made unless PBG is submitted and the contract is signed by the contractor.

SECTION – 2

CLAUSES OF CONTRACT

CLAUSE 1 PERFORMANCE GUARANTEE

(i) The contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered value in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule F from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in- Charge up to a maximum period as specified in schedule F on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.

(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus sixty days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. The Bank Guarantee shall be kept alive till the completion or extended period whichever is later and expenses of renewal thereof are the responsibility of the contractor.

(iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the HITES/ Client is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay the HITES/ Client any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

(iv) In the event of the Contract being determined or rescinded under provision of any of the Clause /Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the HITES/ Client .

(v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Engineer- in– charge. After recording of the provisional Completion Certificate for the work by the competent authority, the 80% of performance guarantee shall be returned to the contractor, without any interest.

CLAUSE 1 A RECOVERY OF SECURITY DEPOSIT

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit HITES/ Client at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security

deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by HITES by way of Security Deposit unless he/ they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the HITES as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the HITES to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by HITES on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above.

The Security Deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in Clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of Clause 2 and Clause 5.

Note-1: Government papers tendered as security will be taken at 2.5% (Two point five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Engineer-in-Charge at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A.

CLAUSE 2 COMPENSATION FOR DELAY

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the HITES on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule F may decide on the amount of tendered value of the work for every completed day/ month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

(i)	Compensation for delay of work	With maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the sectional part of the work as mentioned in schedule F for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in Schedule "F" during the progressof work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under

clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under thatclause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

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 HITES/Client. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 3 WHEN CONTRACT CAN BE DETERMINED

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

(i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

(iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

(v) If the contractor shall offer or give or agree to give to any person in HITES/ Client or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for HITES.

(vi) If the contractor shall enter into a contract with HITES in connection with which commission has

been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

(vii) If the contractor shall obtain a contract with HITES as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (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 for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece- work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the HITES shall have powers:

(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the HITES/Client.

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is more, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within the following time limits:

(i) If the tendered value of work is upto Rs. 1Crore : 21days
(ii) If the tendered value of work is more than Rs.1Crore and upto Rs.10 Crore : 30days
(iii) If the tendered value of work exceeds Rs.10 Crore : 45days

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

CLAUSE 4 CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE 3

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the power vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5 TIME AND EXTENSION FOR DELAY

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F'. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the HITES without prejudice to any other right or remedy available in law.

5.1 As soon as possible but within fifteen days of award of work and in consideration of

a) Issue of LOA

i. The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 25 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of 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.

ii. In case of non-submission of construction programme by the contractor the program approved by the Engineer-in-Charge shall be deemed to be final.

iii. The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.

iv. The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery of Rs.5000/- shall be made on per week or part basis in case of delay in submission of the monthly progress report.

5.2 If the work(s) be delayed by:-

i. force majeure, or

ii. abnormally bad weather, or

iii. serious loss or damage by fire, or

iv. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

v. delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or

vi. any other cause like above which, in the reasoned opinion of the Engineer-in- Charge 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 for entry in the physical hindrance register but shall nevertheless use constantly his best endeavours 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.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

5.3 In case the work is hindered, by the Department or for any reason / event, for which the HITES/Client is responsible, the authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

5.4 Request for rescheduling of Mile stones or 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 on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix-XVI) respectively to the authority as indicated in Schedule F. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme along with all required designs, drawings and documents pending and are to be made available by the contractor without causing any delay in execution of the work. It shall also include decisions required from HITES to complete the contract. A recovery @ Rs. 5,000/- per day shall be made on per day basis in case of delay in submission of the revised programme.

5.4.1 In any such case the authority as indicated in Schedule F may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Engineer–in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule F in writing, within 30 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time Engineer–in-Charge after affording opportunity to the contractor may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

CLAUSE 6 COMPUTERIZED MEASUREMENT BOOK

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements as per the stage payments having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in- Charge for the dated signatures by the Engineer-in- Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/ test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in- Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/ test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department/HITES. Thereafter, the MB shall be taken in the Engineer- in- charge's Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Regional Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the HITES/Client.

The contractor shall also submit to the HITES/Client separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Regional Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above

shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7 PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES

The payment terms for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATORS FOR DEVELOPMENT OF TALUK HOSPITAL CHITTUR PALAKKAD will be as follows:

1. 70% after supply of materials at site in good condition on certification of Engineer-in-Charge on pro-rata basis.

2. 20% after completion of installation in all respects

3. Balance 10% will be paid after testing, commissioning & handing over to Client/HITES including all required statutory approvals.

No payment shall be made for work, estimated to cost Rs. Twenty lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by Client directly to the contractor's account certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 30th working day by the KIIFB after submission of certified bills by HITES to Client together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of Engineer in Charge, the period of thirty working days will be extended to forty working days. However, HITES will not be accountable for the delay in payment by the Client.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the HITES/ CLIENT to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum shall be paid to the HITES from the date of expiry of

prescribed time limit which will be compounded on yearly basis.

In case main contractor fails to make the payment to his subcontractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of subcontractor associated for such component, Engineer in charge shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory and payment will be released directly to the subcontractor, if approved by client, associated for such component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment if any made to the associate contractor shall be recovered by Engineer-in-charge from the next RA/ final bill due to main contractor as the case may be.

CLAUSE 7A

No running account bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable, are submitted by the contractor to the Engineer-in-charge.

The Contractor shall also ensure the compliance of EPF & MP Act, 1952 by the sub-contractors, if any, engaged by contractor for above said work.

The contractor shall submit affidavit to indemnify and save harmless the Client / HITES and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the HITES by reasons of any act or omission of the Contractor, his agents or employees in connection with complying the provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952 as amended from time to time. All sums payable by way of compensation/ penalty/ damages/ interest on the outstanding amounts payable by the contractor shall be considered as reasonable and be payable by the contractor to the HITES immediately and if the contractor does not pay the amount immediately the same will be deducted from security deposit or earnest money or any other amount available with the HITES or any money payable to the Contractor by the HITES.

Contractor should submit a Compliance Certificate as per the proforma (Appendix-XX) mentioned in every bill as per the provisions of the EPF and ESI Act as amended from time to time.

CLAUSE 8 COMPLETION CERTIFICATE AND COMPLETION PLANS

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in- Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A COMPLETION DOCUMENTS TO BE SUBMITTED BY THE CONTRACTOR

The contractor shall submit completion plans for the entire scope of work within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 0.1% of the tendered value of the work or as may be fixed by the Engineer- in- charge concerned and in this respect

the decision of the Engineer- in- charge shall be final and binding on the contractor.

CLAUSE 9 PAYMENT OF FINAL BILL

The final bill shall be submitted by the contractor, along with all supporting documents and as per Specific Conditions of Contract in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made by the KIIFB based on recommendation of HITES E-I-C within the period specified here-in-under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Engineer, complete with account of dismantled materials.

(i) If the tendered value of work is upto Rs.45 lakh : 2 Months
(ii) If the tendered value of work is more than Rs. 45 lakh and upto Rs 2.50 Cr : 3 months
(iii) If the tendered value of work exceeds Rs. 2.50 Cr : 6 months

CLAUSE 9A PAYMENT OF CONTRACTOR'S BILLS TO BANKS

Payments due to the contractor will be made by the KIIFB through direct payment transfer mechanism to the designated account of the contractor with bank / treasury / registered financial / co-operative or thrift societies / recognized financial institutions. Required documents for direct bank transfer shall be submitted by the Contractor to the Engineer-In-Charge / Client as per requirement.

CLAUSE 10A 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 stipulated to be supplied by the Client.

The contractor shall, at his own expense and without delay, supply to the Engineer-in- Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in- Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also

have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall, at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

CLAUSE 10B

(i) SECURED ADVANCE ON NON-PERISHABLE MATERIAL – Not Applicable

(ii) MOBILISATION ADVANCE – Not Applicable

(iii) PLANT MACHINERY & SHUTTERING MATERIAL ADVANCE – Not applicable

(iv) Interest & recovery – Not Applicable

CLAUSE 10C PAYMENT ON ACCOUNT OF INCREASE IN PRICES/WAGES DUE TO STATUTORY ORDER(S)

Not Applicable

CLAUSE 10 CA PAYMENT DUE TO VARIATION IN PRICES OF MATERIALS AFTER RECEIPT OF TENDER

Not applicable

CLAUSE 10 CC PAYMENT DUE TO INCREASE/DECREASE IN PRICES/ WAGES (EXCLUDING MATERIALS COVERED UNDER CLAUSE 10 (CA) AFTER RECEIPT OF TENDER FOR WORKS)

Not applicable

CLAUSE 10 D DISMANTLED MATERIAL GOVT. PROPERTY

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government/ Client/ HITES's property and such materials shall be disposed off to the best advantage of Government/ Client/ HITES according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 11 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instruction.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 12 DEVIATIONS/ VARIATIONS EXTENT AND PRICING

The Engineer-in-Charge shall have power (i) to make alteration in, omissions 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 reasons 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 therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to

do the main work except as hereafter provided.

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

12.2 Deviation, Extra Items and Pricing:

In the case of extra item(s) **(items which are not available in the contract)**, the contractor may within fifteen days of receipt of order or occurrence of the item(s), submit claim for market rates (s), supported with proper analysis of rates and manufacturer's specification for the work, invoices, vouchers, etc (as applicable), failing which the rate(s) approved later by the Engineer in charge shall be final and binding. Where the contractor submits claim for market rates(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. **The rates (s) of extra items so determined by the Engineer-in-charge shall be final and binding on the contractor, and shall not be arbitrable.**

Deviation, Deviated Quantities & Pricing:
In the case of contract items which exceed the limit laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rates and invoices, vouchers, etc (as applicable), for the quantity in excess of the above mentioned limit. The Engineer-in-Charge shall within 45 days of receipt of the claims, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. **The rates (s) so determined by the Engineer-in-charge shall be final and binding on the contractor, and shall not be arbitrable.**

12.3 In case of contract items which exceed the limit laid down in schedule F, the Engineer-in-Charge shall after giving notice to the contractor within 30 days of submission of that bill by the contractor which contains such item(s), and after taking into consideration any reply received from the contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the above mentioned limit on the basis of market rates, within 30 days of the expiry of the said period of 15 days, and the contractor shall be paid in accordance with the rates so determined. The rates (s) so determined by the Engineer-in-charge shall be final and binding on the contractor, and shall not be arbitrable

12.4 Deleted

12.5 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of quantities or in the schedule of rates mentioned in schedule F, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13 FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, HITES shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation

or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at 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 in view of the foreclosure;

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

(ii) HITES shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however HITES shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by HITES, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

(iii) 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.

(iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iii) and (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the HITES as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the HITES from the contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

CLAUSE 14 CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

(iii) The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any

other right or remedy against the contractor which have either accrued or accrue thereafter to HITES, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government /HITES because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by HITES/Client in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by HITES/Client as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to HITES/Client in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable 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 sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 15 SUSPENSION OF WORK

(i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

(a) on account of any default on the part of the contractor or;

(b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or

(c) for safety of the works or part thereof.

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

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a

separate period of completion is specified in the contract and of which the suspended work forms a part, and;

(b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer- in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by HITES or where it affects whole of the works, as an abandonment of the works by HITES, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by HITES, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

CLAUSE 16 ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in- charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the HITES / Client or any organization engaged by the HITES / Client for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the Officer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for 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, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule "F" may

consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17 CONTRACTORS LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work during the Defect Liability Period (DLP) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of Defect Liability Period (DLP) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed or handing over of work whichever is later.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

CLAUSE 18 CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.

The contractor shall provide at his own cost all materials, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 18A RECOVERY OF COMPENSATION PAID TO WORKMEN

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, HITES/Client is obliged to pay compensation to a workman employed by the contractor, in execution of the works, HITES/Client will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the HITES/Client under sub-section (2) of Section 12, of the said Act, HITES/Client shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by HITES/Client to the contractor whether under this contract or otherwise. HITES/Client shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to HITES/Client full security for all costs for which HITES/Client might become liable in consequence of contesting such claim.

CLAUSE 18B ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, HITES/Client is obliged to pay any

amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Contractor's Labour Regulations, or under the Rules framed by Government / HITES /Client from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, HITES/Client will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the HITES under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, HITES shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by HITES/Client to the contractor whether under this contract or otherwise HITES/Client shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the HITES/Client full security for all costs for which HITES might become liable in contesting such claim.

CLAUSE 19 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

The contractor shall comply with the provision of the Contract Labour (Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971. The Contractor shall obtain a valid license under the said Act before the commencement of the work, and continue to have a valid license until its completion.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

The contractor shall also comply with provisions of the Inter-State migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A

No labour below the age of fourteen years shall be employed on the work.

CLAUSE 19 B PAYMENT OF WAGES

Payment of wages:

(i) The contractor shall pay to labour employed by him either directly or through sub- contractors, wages not less than fair wages as defined in the CPWD Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the

contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non- observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No. F.12(162)MWO / DAB/43884- 91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

(vi) The contractor shall indemnify and keep indemnified HITES against payments to be made under and for the observance of the laws aforesaid and the CPWD Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D

The contractor shall submit by the 4th and 19th 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 half of the current month respectively:-

(1) the number of labourers employed by him on the work,

(2) their working hours,

(3) the wages paid to them,

(4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and

(5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to HITES, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer in charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

CLAUSE 19E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by HITES from time to time for the protection of health and sanitary arrangements for workers employed by the HITES and its contractors.

CLAUSE 19 F

Leave and pay during leave shall be regulated as follows:-

1. Leave :

   (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,

   (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.

2. Pay :

   (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women‟s average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

   (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

   No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in Appendix -I and II, and the same shall be kept at the place of work.

CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the HITES a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the CPWD Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to

provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

(i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with thelabourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

(iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

(iv) The site selected for the camp shall be high ground, removed from jungle.

(v) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid

down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

(vi) Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

(vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

(viii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. The Engineer-in-Charge will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorizedly during construction, and is handed over to the Engineer-in- Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Engineer-in-Charge whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Engineer- in- charge, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19K EMPLOYMENT OF SKILLED/SEMI SKILLED WORKERS

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/ Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC, National Skill Development Corporation certified training institute or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer- in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen.

For works costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. The cost of such training as stated above shall be born by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

CLAUSE 19L

The ESI and EPF contributions on the part of the Contractor / Client/ HITES in respect of this Contract shall be paid by the Contractor and nothing shall be reimbursed by the Client/ HITES.

CLAUSE 20 MINIMUM WAGES ACT TO BE COMPLIED WITH

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 21 WORK NOT TO BE SUBLET. ACTION IN CASE OF INSOLVENCY

The contract shall not be assigned or sublet without the written approval of the Engineer-in - Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of HITES in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Client shall have power to adopt the course specified in Clause 3 hereof in the interest of HITES and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

Any amount payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of HITES without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 23 CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the contractor is a partnership firm, the previous approval in writing of the Engineer- in- Charge shall be obtained before any change is made in the constitution 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 contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24 LIFE CYCLE COST

The contractor shall be responsible for safety, quality and soundness of the work beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 03 (Three) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by Engineer- in- Charge. If contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority

CLAUSE 25 SETTLEMENTS OF DISPUTES & ARBITRATION

Except where otherwise provided in the contract, all disputes and claims relating to the meaning of the specifications, designs, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned here-in-after.

25.1 Conciliation: lf the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (VP (ID)-HITES South Operations) / Unit Chief (IDS)) in the Proforma prescribed in Appendix XVII mentioned in Schedule F, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may reformulate the terms of a possible settlement in the light of such observations. lf the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, l996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of disputes prior to invoking arbitration.

25.2 Arbitration: lf the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII, under intimation to the other party, to the COO/CEO (HITES), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule F, for appointment of Arbitrator.

However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub clause 25.1 above. In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

(a) **Number of Arbitrators**: If the contract amount is less than Rs.100 crore, the disputes may be referred for adjudication by a sole Arbitrator. lf the contract amount is Rs.100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators.

(b) **Qualification of Arbitrators:** It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India) or graduate engineer retired from any government service from a position not below the level of Joint Secretary to the Government of India or equivalent level from the CPSU's and having experience in the field of arbitration in construction contracts The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator. The age of Arbitrator at the time of appointment shall not exceed 70 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

25.3 Appointment of Sole Arbitrator: The COO/CEO HITES shall in such case appoint the sole arbitrator on receipt of such a request and refer such disputes to arbitration. In such cases, the party seeking arbitration

has to submit as express agreement in writing as per Appendix XIX towards waiver of section 12(5) of Arbitration and Conciliation Act 1996 along with notice for appointment of arbitrator in the proforma prescribed in Appendix XVIII, under intimation to other party. The Arbitrator appointing authority shall within 30 days of receipt of the said notice, appoint the Arbitrator in the matter provided the other party also submits waiver of section 12(5), ibid in Appendix XIX within 7 days of the receipt of said notice.

Where any one of the parties does not submit the waiver agreement, the Arbitrator Appointing Authority shall propose shall propose three Arbitrators to the party seeking arbitration under intimation to other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as Arbitrator within 15 days of receipt of notice.

It is a term of this agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list forwarded to them, the Arbitrator shall select and appoint Arbitrator from the said list.

25.4 Appointment of Arbitral Tribunal of three Arbitrators: The COO/CEO shall in such a case appoint one of the three arbitrators, within 30 days from the receipt of such a request (on prescribed proforma) and refer such disputes to arbitration. The contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by the Engineer-In-Charge to the Chairman, HITES for appointment of Arbitral Tribunal, and two appointed arbitrators shall appoint third arbitrator, who shall act as the Presiding Arbitrator.

In event of

a. A party fails to appoint the second arbitrator, or

b. Two appointed arbitrators fail to appoint the Presiding Arbitrator, then

The COO/CEO, HLL Infra Tech Services Limited shall appoint the second or Presiding Arbitrator, as the case may be.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the COO/CEO, HITES. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

25.5 Applicable Law: The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of '1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 298 of the said Act shall apply.

25.6 Fee payable to Arbitrator(s): The fee payable to the arbitral tribunal shall be paid as per the rates specified in the Fourth Schedule of the Arbitration and Conciliation Act, 1996 as amended or as per guidelines issued by the competent authority. The fee shall be shared equally by both the parties.

25.7 Place of Arbitration: The place of arbitration shall preferably be as mentioned in Schedule F. However, the Arbitral Tribunal may decide the place in consultation with both the parties.

25.8 Terms of reference: The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000.

25.9 Interest on Arbitration award: lt is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent-elite interest shall be payable on any part of the Arbitral award

CLAUSE 26 CONTRACTORS(S) TO INDEMNIFY GOVT. AGAINST PATENT RIGHTS

The contractor(s) shall fully indemnify and keep indemnified the HITES against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against HITES in respect of any such matters as aforesaid, the

contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the HITES if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27 LUMPSUM PROVISIONS IN TENDER

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 28 ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29 WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Client shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer- in-Charge or the HITES/Client shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Client shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in- Charge of the HITES or any contracting person through the Engineer- in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or HITES will be kept withheld or retained as such by the Engineer-in-Charge or HITES/Client till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the HITES/Client shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

(ii) CLIENT / HITES shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for CLIENT / HITES to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by CLIENT / HITES to the contractor, without any interest

thereon whatsoever.

Provided that the CLIENT / HITES shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer- in- charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer- in- charge.

CLAUSE 28 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer- in-Charge or the HITES or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or HITES/Client or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer- in-Charge or the HITES or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the HITES/Client will be kept withheld or retained as such by the Engineer- in-Charge or the HITES/Client or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 29 EMPLOYMENT OF COAL MINING OR CONTROLLED AREA LABOUR NOT PERMISSIBLE

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who maybe pointed out by the Engineer- in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Client a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation:- Controlled Area means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissionery, Districts of Bankuara, Birbhum, Burdwan, District of Bilaspur.

Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

CLAUSE 30 WATER FOR WORKS

The Contractor(s) shall make his /their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

(i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.

(ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in- Charge, unsatisfactory.

CLAUSE 30A ALTERNATE WATER ARRANGEMENTS

The contractor shall be allowed to construct temporary wells in Client land for taking water for construction purposes only after he has got permission of the Engineer-in- Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 31 HIRE OF PLANT & MACHINERY

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work

CLAUSE 32 EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES

Contractors Superintendence, Supervision, Technical Staff & Employees

(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before actual commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not below than specified in Schedule 'F'. Even of the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineers, it is necessary on the part of the contractor to employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in- Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule "F" and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more

than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 33 LEVY/TAXES PAYABLE BY CONTRACTOR

(i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government / HITES shall not entertain any claim whatsoever in this respect except as provided under clause 34.

(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 34 CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS

(i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender (Excluding GST)) including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by the Engineer-in-Charge and shall also furnish such other information document as the Engineer-in-Charge may require from time to time.

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 35 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the authority indicated in schedule "F" on behalf of the HITES shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 36 IF RELATIVE WORKING IN OFFICE OF CLIENT / HITES THEN THE CONTRACTOR NOT ALLOWED TO TENDER

The contractor shall not be permitted to tender for works in the HITES department responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or equivalent or as an officer in any capacity between the grades of the General Manager/ Chief Engineer and Site Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in HITES. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of HITES. If however the contractor is registered in any other Dept. of HITES, he shall be debarred from tendering in the HITES in future for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in- laws.

CLAUSE 37 NO GAZETTED ENGINEER TO WORK AS CONTRACTOR WITHIN ONE YEAR OF RETIREMENT

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 38 THEORETICAL CONSUMPTION OF MATERIALS

(i) After completion of the work and also at any intermediate stage in the event of non- reconciliation of materials issued, theoretical quantity of materials used in the wok shall be calculated on the basis and method given hereunder:-

(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule "F". In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actually procured each diameter wise, section wise and category wise separately.

(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.

(d) For any other material as per actual requirements.

Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. For non-scheduled items, the decision of the Engineer-in-Charge regarding theoretical

quantities of materials which should have been actually used, shall be final and binding on the contractor

(ii) The said action under this clause is without prejudice to the right of the HITES to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 39 COMPENSATION DURING WARLIKE SITUATIONS

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer- in- charge or his authorized representative. The contractor shall be paid for the damages/ destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer- in- charge.

CLAUSE 40 APPRENTICES ACT PROVISIONS TO BE COMPLIED WITH

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the HITES may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 41 RELEASE OF SECURITY DEPOSIT

The Security Deposit of the work shall be refunded if no labour complaint has been received from the Labour Officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-In-Charge shall, after issue of notice in this regard to the Contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

CLAUSE 42 INSURANCE

Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the Contractor shall at his own cost arrange, secure and maintain insurance in the name of the HITES and the contractor with an insurance company selected by the contractor and acceptable to the HITES,in such a manner that the HITES and the contractor are covered for all time during the period of contract i.e. the time period allowed for completion of work, extended period and the defect liability period. The insurance shall be effected in accordance with terms approved by the HITES and the contractor shall submit the insurance policies to the Engineer-In-Charge within one week of signing of the agreement along with the receipt of premium. The contractor shall timely pay and submit the receipts of payment of premiums for extensions of policies, if any. The insurance shall cover the following: -

a) **Contractor's All Risks Insurance :** The contractor shall insure the work for a sum equivalent to the Contract value together with materials and Plant for incorporation therein, to the full

replacement cost and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred, and, an additional sum of 15 (%) per-cent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred or such additional sums as specified and the interests of the HITES against ALL RISKS claims, proceedings, loss or damages, costs, charges and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of the work for which the contractor is responsible under the contract.

b) **Workman Compensation & Employers Liability Insurance:** This insurance shall be effected for all the contractor's employees engaged in the performance of the contract. The HITES shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the HITES against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect or in relation thereof.

c) **Third Party Insurance:** The contractor shall be responsible for making good to the satisfaction of the Engineer- in-Charge any loss or any damage to all structures and properties belonging to the HITES or being executed or procured or being procured by the HITES or of the other agencies within the premises of all work of the HITES if such loss or damage is due to fault and or the negligence or willful acts or omissions and commissions of the contractor, his employees, agents, representatives.

The contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the HITES or any third party including overhead and underground cables and in the event of any damage resulting to the property of the HITES or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the HITES or ascertained or demanded by the third party, shall be borne by the contractor.

Before commencing the execution of the work, the contractor, shall insure and indemnify and keep the HITES harmless of all claims, against the contractor's liability for any materials or physical damage, loss or injury which may occur to any property, including that of the HITES or to any person including any employee of HITES, or arising out of the execution of the work or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be effected for an amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the contractor, would be entitled to receive indemnify under the policy being brought or made against the HITES, the insurer willfully indemnify HITES against such claims and any costs, charges and expenses in respect thereof.

d) The Contractor shall also at times indemnify the HITES against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's Compensation Act, 1947, Industrial Disputes Act, 1947 and Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereof and rules made there under from time to time.

e) The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required for the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

42.1 The Contractor shall prove to the Engineer-in-charge from time to time 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 Defects Liability Period.

42.2 The aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer- in-charge has agreed for cancellation.

42.3 Remedy on the contractor's failure to insure: If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case Engineer-in-charge 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 deduct the amount so paid by the Engineer-in-charge from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

Appendix-XVI (Refer Clause 5.4)

Form of application by the Contractor for seeking Rescheduling of Mile Stone / Extension of Time

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated amount put tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time if has been given by authority in schedule "F" previously

	Letter No. And date	Extension granted	
		Months	Days
(a) 1st extension			
(b) 2nd extension			
(c) 3rd extension			
(d) 4th extension			
(e) Total extension previously given			

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension if applied for
11. Details of Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for cause under clause 5.2/ and 5.3)

Submitted to the authority indicated in schedule F with copy to the Engineer –in–charge.

Signature of contractor

Dated

APPENDIX - XVII

Reference of disputes and amount claimed for each dispute to the Conciliator. [Refer to Clause 25]

To,
The ……..

Subject: Reference of disputes and amount claimed for each dispute to the Conciliator for settlement of disputes relating to agreement number:….

Dear Sir,
ln terms of clause 25 of the aforesaid agreement, particulars of which are given below, l/We hereby refer my / our disputes and amount claimed for each dispute to you for settlement in your capacity as Conciliator

1. Name of applicant:
2. Whether applicant is Individual/proprietorship Firm/Partnership Firm/Company.
3. Full address of the applicant:
4. Name of the work and contract number for which arbitration is sought:
5. Name of the Division which entered into contract:
6. Contract amount:
7. Date of contract.
8. Stipulated date of start of work:
9. Stipulated date of completion of work:
10. Actual date of completion of work (if completed):
11. Total number of claims made:
12. Total amount claimed:
13. Date of intimation of final bill (if work is completed):
14. Date of payment of final bill (if work is completed):
15. Amount of final bi (if work is completed):
16. Date of claim made to Engineer-in-Charge:
17. Date of receipt of decision from Engineer-in- Charge:

l/We certify that the information given above is true to the best of my/our knowledge. I/We enclose the statement of claims with amount of each claim.

Yours faithfully

…….
Signature of the applicant (Only the person/authority who signed the contract should sign here)

Appendix-XVIII

Notice for appointment of Arbitrator [Refer clause 25]

To

The

……

Dear Sir,

ln terms of clause 25 of the aforesaid agreement, particulars of which are given below, I/We hereby give you notice to appoint an Arbitrator for adjudication of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of contract Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of reference made for conciliation, if applicable:
17. Date of termination of conciliation proceedings:

Specimen signatures of the applicant

(Only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
2.
3.
4.

Copy in duplicate to:

The Engineer –in-charge

Yours faithfully,

Appendix-XIX

Agreement towards waiver of section 12(5) of Arbitration & Conciliation Act 1996 [Refer clause 25]

1. Whereas certain disputes have arisen between M/s …..... (Claimants) and M/s …… (Respondents) relating to agreement no……..

2. And whereas the parties are aware that Shri…….. is …… (details of Arbitrator)

3. I / we agree for the appointment of Shri…….. as the Sole Arbitrator for adjudication of the disputes, and we hereby waive the applicability of section 12(5) of the Arbitration & conciliation Act 1996.

Signature

(only the person/ authority who signed the contract should sign here)

Name……

Date ……

(The name of the Arbitrator may be enquired from the Engineer-In-Charge if required)

Appendix XX

Undertaking by the Contractor to have complied with the provisions of Contract Labour (Regulation & Abolition) Act & Rules, EPF and ESI Obligations.

(To be submitted alongwith each RA/ Final Bill) (Clause 7)

I …… S/o Sh. …….. Authorized representative of M/s …….. do hereby declare and undertake as under:

1. That in the capacity of independent Contractor for M/s HLL Infra Tech Services Ltd. at ……., Contractor engaged by me for the above said work, if any, have complied with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 by holding a valid license under the Act and Rules thereto. I have paid the wages for the month of …….. .
   These wages are not less than the minimum rates applicable to all the employees and no other dues are payable to any employee.
2. That I and the sub-contractor engaged by me for the above said work, if any , have covered all the eligible employees under Employees Provident Funds and Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948 and deposited the Contributions for the months up to …….. And as such no amount towards EPF/ESI contributions, whatsoever is payable, is pending.
3. I, further declare and undertake that in case any liablity pertaining to my employees or towards employees of the sub-contractor engaged by me for the above said work, if any, arises in future, I shall be fully responsible for all consequences. In case, any Liability is discharged by HLL Infra Tech Services Ltd. due to my/ my sub-contractor‟s lapse. I undertake to reimburse the same or HLL Infra Tech Services Ltd. is authorized to deduct the same from my dues at this Project or at any other Project.

Authorized Signatory (Name & Seal of Company)

Date:_____

Witness:

1. _____
2. _____

SECTION-3

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works 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 is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (1/4 horizontal and 1 vertical).

2. Scaffolding of staging more than 3.6 m (12 ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured atleast 90 cm (3 ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working Platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12 ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 ft.).

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 m (30 ft) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 ½") for ladder upto and including 3 metre (10 ft.) in length. For longer ladders this width should be increased atleast ¼" for each additional 30 cm.(1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be 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 the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which maybe awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. (a) <u>Excavation and trenching</u>- All trenches 1.2 m (4 ft,) or more in depth, shall at all times be supplied with at least one ladder for each 30 metre (100 ft) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm. (3 ft) above the surface of the ground. The sides of the trenches, which are 1.5 m (5 ft) 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. The excavated material shall not be placed within 1.5 m (5 ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

6. (b) <u>Safety Measures for digging bore holes</u>:-

   (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

   (ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;

   (iii) Suitable-fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m all-round the point of drilling to avoid entry of people;

   (iv) After drilling the bore well, a cement platform (0.50m x 0.50m to 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;

(v) After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;

(vi) After the bore well is drilled the entire site should be brought to the ground level.

7. Demolition. - Before any demolition work is commenced and also during the progress of the work,

i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

iii) 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 the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.

i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

ii) Those engaged in whitewashing and mixing or stacking of cement bags or any material, which is injurious to the eyes, shall be provided with protective goggles.

iii) Those engaged in welding works shall be provided with welder's protective eye shields.

iv) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition , the contractor shall ensure that the following safety measures are adhered to:-

a) Entry for workers into the line shall not be allowed except under supervision of the Engineer in Charge or any other higher officer.

b) At least 5 to 6 manholes upstream and downstream should be kept open for atleast 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

c) Before entry presence of toxic gases should be tested by inserting wet lead acetate paper, which changes colour in the presence of such gases and gives indication of their presence.

d) Presence of oxygen should be verified by lowering a detector lamp into the manhole. In case, no oxygen is found inside the sewer line, worker should be send only with oxygen kit.

e) Safety belt with rope should be provided to the workers. While working inside the manhole such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever for the cleaning works is undertaken during night or day.

g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time upto which worker may be allowed to work continuously inside the manhole.

j) Gas masks with Oxygen cylinder should be kept at site for use in emergency.

k) Air blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The motors for these, shall be vapour proof and of totally enclosed type. Non-sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side, protected from wind so that they will not be the source of friction on any inflammable gas that might be present.

l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.

m) The worker shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools and safety lights and gas masks and portable air-blowers (when necessary). They must be supplied with barrier cream for anointing the limits before working inside the sewer lines.

n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

vi) The contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken: -

a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. The Contractor shall not employ women and men below the age of 18 years on the work of painting with product containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

i) White lead, sulphate of lead or product containing these pigments, shall not be used in painting operation except in the form of pastes or paint ready for use.

ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.

iii) Measures shall be taken, wherever practicable to prevent danger arising out of from dust caused by dry rubbing down and scrapping.

iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work

v) Overall shall be worn by working painters during the whole of working period.

vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by the competent authority of Department.

viii) Department may require, when necessary, medical examination of workers.

ix) Instructions with regard to special hygienic precautions, to be taken in the painting trade, shall be

distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided & kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -

    (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

    (b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength, and free from patent defects.

    (ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

    (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley blocks used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. 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 any gear, referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

    (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regard contractor's machines the contractors shall notify the safe working load of the machines to the Engineer-in-Charge whenever he brings any machinery to the site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots, as may be necessary, should be provided. The worker should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

13. All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by Labour Officer or the Engineer- in-Charge or their representatives.

16. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

SECTION -4

RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY CONTRACTORS

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of the Client in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work, on any day during the period, during which the contract work is in progress.

3. FIRST-AID FACILITIES

i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first aid boxes at the rate of not less than one box for 150-contract labour or part thereof ordinarily employed.

ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment: -

a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipment: -

1. 6 small sterilised dressings.
2. 3 medium size sterilised dressings.
3. 3 large size sterilised dressings.
4. 3 large sterilised burn dressings.
5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine
6. 1 (30ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30gms.) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institute, Government of India or his Client.
11. 1 Bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution

b) For workplaces in which the number of contract labour exceeds 50- Each first–aid- box shall contain the following equipment.

1. 12 small sterilized dressing.
2. 6 medium size sterilised dressings.
3. 6 large size sterilised dressings.
4. 6 large size sterilised burn dressings.
5. 6 (15-gms.) packets sterilised cotton wool.
6. 1 (60 ml.) bottle containing two percent alcoholic solution iodine.
7. 1 (60-ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster.

9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair of scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institute/ Government of India or Client of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

iii) Adequate arrangements shall be made for immediate procurement of the equipment when necessary.

iv) Nothing except the prescribed contents shall be kept in the First-aid box.

v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours at the work place.

vi) A person in charge of the first-aid box shall be a person trained in First-Aid treatment, at the work places where the number of contract labour employed is 150 or more.

vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works, First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

viii) Where work places are situated in places, which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

i) In every work place, there shall be provided and maintained, at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it or for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.

iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

i) Latrines shall be provided in every work place on the following scale namely:-

a) Where female are employed there shall be at least one latrine for every 25 females.

b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a

proper door and fastenings.

iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than bore-hole system.

iv) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women only" as the case may be.

b) The notice shall also bear the figure of a man or a woman, as the case may be.

v) There shall be at least one urinal for upto 50 number of male workers and one for upto 50 number of female workers employed at a time, provided that where the number of male or female workers, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females, upto the first 500 and one for every 100 or part thereafter.

vi) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed off by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (When it will turn to manure).

ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor‟s workmen or employees on the site. The contractor shall be responsible for payment of any charges, which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq. m. (6 sft.) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a playroom for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19 H (ii) a, b & c.

ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

iii) The contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and beddings in the bedroom.

iv) The contractor shall provide one ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.

v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

ii) The contractor shall maintain the canteen in an efficient manner.

iii) The canteen shall consist of atleast a dining hall, kitchen, storeroom, pantry and washing places, separately for workers and utensils.

iv) The canteen shall be sufficiently lighted at all times when any person has access to it.

v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed atleast once in each year. Provided that the inside walls of the kitchen shall be lime-washed every 4 months.

vi) The premises of the canteen shall be maintained in a clean and sanitary condition.

vii) Wastewater shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

viii) Suitable arrangements shall be made for the collection and disposal of garbage.

ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.

x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture, except tables and chairs, shall not be less than one square metre (10 sft.) per diner to be accommodated as prescribed in sub-Rule 9.

xi)

a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

b) Washing places for women shall be separate and screened to secure privacy.

xii) Sufficient tables' stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

xiii) a)

1. There shall be provided and maintained, sufficient utensils, crockery, furniture and any other equipment's, necessary for the efficient running of the canteen.

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

b)

1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

2. A service counter, if provided, shall have top of smooth and impervious material.

3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment"s.

xiv) The foodstuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

xv) The charges for foodstuffs, beverages and any other items served in the canteen shall be based on „No profit, No loss' and shall be conspicuously displayed in the canteen.

xvi) In arriving at the price of food stuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure namely: -

a) The rent of land and building.

b) The depreciation and maintenance charge for the building and equipment's provided for the canteen.

c) The cost of purchase, repairs and replacement of equipment's including furniture, crockery, cutlery and utensils.

d) The water charges and other charges incurred for lighting and ventilation.

e) The interest and amounts spent on the provision and maintenance of equipment's provided for the canteen.

xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling-up of any borrow pits which may have been dug by him.

11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. AMENDMENTS

Department may, from time to time, add to or amend these rules and issue directions it may consider necessary for the purpose of removing any difficulty, which may arise in the administration thereof.

SECTION-5

CONTRACTOR'S LABOUR REGULATIONS TO BE FOLLOWED IN THIS PROJECT

1. SHORT TITLE

These regulations may be called the Contractors Labour Regulations and shall be followed by the Contractor for this Project.

2. DEFINITIONS

i) **Workman** means, any person employed by Department or its contractor directly or indirectly, through a subcontractor, with or without the knowledge of the Department, to do any skilled, semiskilled or unskilled, manual, supervisory, technical or clerical work, for hire or reward, whether the terms of employment are expressed or implied, but does not include any person: -

a) Who is employed mainly in a managerial or administrative capacity; or,

b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature; or,

c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 14 years shall be employed to act as a workman

ii) **Fair Wages** means wages whether for time or piecework fixed and notified under the provision of the Minimum Wages Act from time to time.

iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.

3.

i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.

b) Where the minimum wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix "lII'

5. PAYMENT OF WAGES.

i) The contractor shall fix wage periods in respect of which wages shall be payable.

ii) No wage period shall exceed one month.

iii) The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.

vii) All wages shall be paid in current coin or currency or in both.

viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.

x) It shall be the duty of the contractor to ensure the disbursement of wages in presence of authorised representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.

xi) The contractor shall obtain from the junior engineer or any other authorised representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form:

"Certified that the amount shown in the column No……has been paid to the workman concerned in my presence on……..at……."

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

(i) The wages of a worker shall be paid to him without any deduction of any kind except the following: -

(a) Fines

(b) Deductions for absence from duty i.e. from the place or the places where by 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 or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.

(d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

(e) Any other deduction, which the Central Government may from time to time, allows.

(ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note:- An approved list of Acts and Omission for which fines can be imposed is enclosed at Appendix-1.

(iii) No fine shall be imposed on a worker and no deduction for damage 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 fine, 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 total wages, payable to him in respect of that wage period.

(v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.

(vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

(i) The contractor shall maintain a **Register of Persons employed** on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)

(ii) The contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V)

(iii) The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI)

(iv) **Register of accident –** The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

a) Full Particulars of the labourers who met with accident.
b) Rate of wages.
c) sex
d) Age
e) Nature of accident and cause of accident
f) Time and date of accident
g) Date and time when admitted in hospital
h) Date of discharge from the hospital
i) Period of treatment and result of treatment
j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
k) Claim required to be paid under Workmen's Compensation Act.
l) Date of payment of compensation
m) Amount paid with details of the person to whom the same was paid
n) Authority by whom the compensation was assessed
o) Remarks.

(v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R&A) Rules 1971 (Appendix XI)

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed (Appendix X)

(vi) The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (R&A) Rules 1971 (Appendix XII).

(vii) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971

(Appendix-XIII).

(viii) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV).

8. ATTENDANCE CARD-CUM WAGE SLIP

(i) The contractor shall issue an **Attendance card cum wage slip** to each workman employed by him in the specimen form at (Appendix-VII).

(ii) The card shall be valid for each wage period.

(iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

(iv) The card shall remain in possession of the worker during the wage period under reference.

(v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

(vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

9. EMPLOYMENT CARD

The contractor shall issue an **Employment Card** in the Form XIV of CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

10. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX).

11. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 &7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorised by the Department this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The labour officer or any person authorised by the Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer in charge concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Engineer in charge after the Client / HITES has given his decision on such appeal.

i) Engineer in charge shall arrange payments to the labour concerned within 45 days from the receipt of the report form or the Client / HITES as the case may be the Labour Officer

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Client / HITES concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by: -

a) An officer of a registered trade union of which he is a member.

b) An officer of a federation of trade unions to which the trade union referred to in Clause (a) is affiliated.

c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.

ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:-

a) An officer of an association of employers of which he is a member.

b) An officer of a federation of associations of employers to which association referred to in Clause (a) is affiliated.

c) Where the employer is not a member of any association of employers, by an officer of association of employer connected with the industry, in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

iii) No party shall be entitled to be represented by a legal practitioner in any investigation inquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Central Government on his behalf.

17. SUBMISSION OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

18. AMENDMENTS

The Central Government/HITES may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations the decision of the EIC concerned shall be final.

Appendix "I"

REGISTER OF MATERNITY BENEFITS (Clause 19F)

Name and address of the contractor_____

Name and Location of the work_____

Name of the Employee	Father's/ husband's name	Nature of Employment	Period of actual confinement	Date on which notice of
1	2	3	4	5

Date on which maternity leave commenced and ended				
Date of Delivery/ Miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee				Remarks
In case of delivery		In case of miscarriage		
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

Appendix 'II'

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR

Name and address of the contractor_____

Name and location of the work_____

1. Name of the woman and her husband's name.
2. Designation
3. Date of appointment.
4. Date with months and years in which she is employed.
5. Date of discharge / dismissal, if any.
6. Date of production of certificates in respect of pregnancy.
7. Date on which the woman informs about the expected delivery.
8. Date of delivery / miscarriage / death.
9. Date of production of certificates in respect of delivery / miscarriage.
10. Date with the amount of maternity/ death benefit paid in advance of expected delivery.
11. Date with amount of subsequent payment of maternity benefit.
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.
13. If the woman dies, the date of death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment.
14. Signature of the contractor authenticating entries in the register.
15. Remarks column for the use of inspecting officer.

Appendix 'III'

LABOUR BOARD

Name of work:_____

Name of Contractor:_____

Address of Contractor:_____

Name and address of Construction divn./unit _____

Name of CLIENT Labour Officer :_____

Address of CLIENT Labour Officer:_____

Name of Labour Enforcement Officer:_____

Address of Labour Enforcement Officer:_____

Sl.No	Category	Minimum wage Fixed	Actual wage paid	Number Present	Remarks

Weekly holiday_____

Wage period _____

Date of payment of Wages_____

Working hours_____

Rest interval_____

Appendix 'IV'

Form-XIII (See Rule 75)
Register of Workmen Employed by Contractor

Name and address of contractor_____

Name and address of establishment under which contract is carriedon_____

Nature and location of Work_____

Name and address of Principal Employer_____

Sl. No.	Name and surname of Workman	Age and Sex	Father's/ Husband's Name	Nature of employment / designation.	Permanent home address of the workman (Village and Tehsil, Taluka and District)	Local Address	Date of commencement of employment	Signature or thumb impression of the workman	Date of Terminatio n of employment.	Reasons For terminations.	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Appendix 'V'

Form-XVI (See Rule 78(2)(a)

Muster Roll

Name and address of the contractor_____

Name and address of establishment under which contract is carriedon_____

Nature and location of work_____

Name and address of Principal Employer_____

For the month of fortnight_____

Sl. No.	Name of workman	Sex	Father's/ Husband's Name	Dates					Remarks
1	2	3	4	5					6
				1	2	3	4	5	

Appendix 'VI'

Form –XVII (See Rule 78(2)(a))

Register of Wages

Name and address of the contractor_____

Name and address of establishment under which contract is carried on_____

Nature and location of work_____

Name and address of Principal Employer_____

Wages period_____Monthly/fortnightly

Sl.No.	Name of workman	Serial No.in the register of workman	Designation Nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate	Basic Wages
1	2	3	4	5	6	7	8

Dearness allowances	Overtime	Other cash payments (Indicate nature)	Total	Deductions if any, (indicate nature)	Net amount paid	Signature or thumb impression of the workman	Initial of contractor or his representative
9	10	11	12	13	14	15	16

Appendix"VII"
(Observe)

Wage Card No._____

Wage Card

Name and address of the contractor_____Date of issue_____

Name and location of work_____Designation_____

Name of Workman_____ Month/fortnight----------

Rate of Wages_____

DATE																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Morning																															
Evening																															
Initial																															

Rate_____ Amount_____

Received from_____the sum of Rs._____on account of my wages.

Signature

The wage card is valid for one month from the date of issue

Appendix 'VII'
(Reverse)

Form-XIX
(See rule 78(2)(b))

Wages Slip

Name and address of the contractor_____

Name and Father's/Husband's name of workman_____

Nature and location of work_____

For the Week/Fortnight/Month ending_____

1. No. of days worked _____

2. No. of units worked in case of piece rate workers_____

3. Rate of daily wages/piece rate_____

4. Amount of overtime wages_____

5. Gross wages payable_____

6. Deduction, if any_____

7. Net amount of wages paid_____

Initials of the Contractors or his representative

Appendix 'VIII'

Form-XIV
(See rule 76)

Employment Card

Name and address of the contractor_____

Name and address of establishment under which contract is carried on_____

Nature of work and location of work_____

Name and address of Principal Employer_____

1. Name of Workman_____

2. Sl No. in the register of workman employed_____

3. Nature of employment/designation_____

4. Wage rate (with particulars of unit in case of piece work)_____

5. Wages period_____

6. Tenure of employment_____

7. Remarks_____

Signature of contractor

Appendix 'IX'

Form-XV (See Rule 77)

Service Certificate

Name and address of the contractor_____

Nature and location of work_____

Name and Address of workman_____

Age or date of birth_____

Identification marks_____

Father's/Husband's name_____

Name and address of establishment in under which contract is carried on_____

Name and address of Principal Employer_____

Sl. No.	Total period for which employed		Nature of work done	Rate of Wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature

Appendix 'X'

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7 (v) of the Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language.

1. Willful insubordination or disobedience, whether along or in combination with other.
2. Theft fraud or dishonestly in connection with the contractors beside a business or property of Department.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness fighting, riotous or disorderly or indifferent behaviour.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the Department or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age, father's name etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectification.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

Appendix 'XI'

Form-XII (See Rule 78(2)(d))

Register of Fines

Name and address of the contractor_____

Name and address of establishment in under which contract is carriedon_____

Nature and location of work_____

Name and address of Principal Employer_____

Sl.No.	Name of workman	Father's/Husband's name	Designation/nature of employment	Act/Omission For which fine imposed	Date of Offence
1	2	3	4	5	6

Whether workman Showed cause against fine	Name of person in whose presence employees explanation was heard	Wage period And wages payable	Amount of fine imposed	Date on which fine realized	Remarks.
7	8	9	10	11	12

Appendix 'XII'

Form-XX (See Rule 78(2)(d))

Register of Deduction for Damage or Loss

Name and address of the contractor_____

Name and address of establishment in under which contract is carried on_____

Nature and location of work_____

Name and address of Principal Employer_____

Sl. No.	Name of workman	Father's/Husband's name	Designation/nature of employment	Particulars of damage or loss	Date of damage or loss
1	2	3	4	5	6

Whether workman showed cause against fine	Name of person in whose presence employees explanation	Amount of deduction imposed	No. of installments	Date of recovery		Remarks
				First installment	Last installment	
7	8	9	10	11	12	13

Appendix 'XIII'

Register of Advances

Name and address of the contractor_____

Name and address of establishment in under which contract is carried on_____

Nature and location of work_____

Name and address of Principal Employer_____

Sl. No.	Name of workman	Father's/Husband's name	Designation nature of employment	Wage period and wages payable	Date and Amount of Advance given	Purpose(s) for which Advance made	Number of Installments by which advance to be repaid	Date and amount of each installments repaid	Date on which last Installments was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Appendix 'XIV'

Form-XXIII (See Rule 78(2)(e))

Register of Overtime

Name and address of the contractor_____

Name and address of establishment in under which contract is carried on _____

Nature and location of work_____

Name and address of Principal Employer _____

Sl. No.	Name of workman	Father's/husband's name	Sex	Designation /nature of employment	Date on which Overtime worked	Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Overtime earnings	Rate on which overtime wages paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

SECTION - 6

PROFORMA OF SCHEDULES

(Operative Schedules)

SCHEDULE "A"		
	Schedule of quantities (BOQ)	Attached as Volume –IV, Bill of Quantities.
SCHEDULE "B"		
	Schedule of materials to be issued to the contractor	**NIL** – No material to be issued to the Contractor
SCHEDULE "C"		
	Tools and plants to be hired to the contractor	**NIL - No tools and plants to be hired to the Contractor**
SCHEDULE "D"		
	Extra schedule for specific requirements/ document for the work, if any.	As attached in tender form for the work, if any.
SCHEDULE "E"		
	Reference to General Conditions of Contract as per Vol-2	
	Name of work : :	**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATORS FOR DEVELOPMENT OF TALUK HOSPITAL CHITTUR PALAKKAD**
	Estimated cost of work:	**Rs. 93,64,399.43/- (Excluding GST)**
Clause: 1	Performance Guarantee:	**3 % of Tendered Value**
Clause: 1A	Security Deposit:	**2.5 % of Tendered Value**
SCHEDULE "F"		
	GENERAL RULES & DIRECTIONS	
	Officer inviting bid	**Deputy General Manager(ID)** HLL Infra Tech Services Limited (HITES)

	Maximum percentage for quantity of items of work to be executed beyond which the rates are to be determined in accordance with Clause 12.2 & 12.3	Under class 12 below
	DEFINITIONS	
1	Authority executing the agreement on behalf of the HITES	Competent authority as per HITES DOP
2(i)	Accepting Authority	Competent authority as per HITES DOP
2(vi)	Engineer-in-Charge	Officer nominated by HITES
2(ix)	Percentage on cost of materials and labour to cover all Overheads and profits.	15%
2(xi)	Standard Schedule of Rates	Market Rate
2(xii)	Department	HITES
9(ii)	Standard Contract Form	Form W-8
	CLAUSES OF CONTRACT	
Clause 1	(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	**25 days**
	(ii) Time allowed for submission of Programme Chart (Time & Progress), manpower deployment from the date of issue of letter of acceptance	**25 days**
	ii) Time allowed for submission of applicable labour licences, registration with EPFO, ESIC & BOCW Welfare Board or proof of applying thereof from the date of signing of agreement	**15 days**
	(iii)Maximum allowable extension for submission of Performance Guarantee, with late fee @ 0.1% per day of Performance Guarantee amount beyond the period as provided in (i) above.	**07 days**
Clause 2	Authority for fixing compensation under Clause 2.	Competent authority of HITES as per DOP
Clause 5	Number of days from the date of issue of letter of acceptance for reckoning date of Start	Date of issue of LOA or date of handing over of site whichever is later
	Mile stone(s) will be as per table given below:	

Mile Stone No	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be with- held in case of non - achievement of milestone.

	Milestone shall be submitted by the contractor within 25 days from the date of LOA to the Engineer in charge and it shall be mutually finalized by the Engineer In Charge and the contractor	
Clause 5.4	Schedule of rate of recovery for delay in submission of the modified programme in terms of delay days	Rs. 5000/day
	Authority to decide:	
	(i) Extension of time	Competent authority of HITES as per DOP
	(ii) Rescheduling of mile stones	Competent authority of HITES as per DOP
	(iii) Shifting of date of start in case of delay in handing over of site	Competent authority of HITES as per DOP
Clause 7	Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	To be decided by EIC
Clause 7A	Whether clause 7A shall be applicable	**Yes**
Clause 8A	Authority to decide compensation on account if contractor fails to submit completion plans	VP (ID)-HITES South Operations) / Unit Chief (IDS) HLL Infra Tech Services Limited (HITES), Trivandrum
Clause 10A	List of testing equipment to be provided by the contractor at site laboratory.	As per the requirement of Engineer In Charge
Clause 10B	Secured Advance:- Whether Clause 10 B (i) shall be applicable	**No**
	Mobilization Advance:- Whether Clause 10 B (ii) shall be applicable	**No**
Clause 10	Cost escalation	**Not Applicable**
Clause 10CA	Cost escalation for Cement & Steel	**Not Applicable**
Clause 10CC	Cost escalation excluding materials covered under clause 10 (CA)	**Not applicable**
Clause 11	Specifications to be followed for execution of work	Technical Specifications (Volume III) of the tender documents and CPWD Specifications amended from time to time
Clause 12	Authority to decide deviation upto 1.5 times of tendered amount	Competent authority of HITES as per DOP

12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for work.	30%
Clause 16	Competent Authority for deciding reduced rates	Conciliator : VP (ID)-HITES (South Operations) / Unit Chief (IDS), HLL Infra Tech Services Limited
Clause 18	List of mandatory machinery, tools & plants to be deployed at site.	As per requirements of Description of work in BOQ and Provisions in Clause
Clause 25	Settlement of Disputes & Arbitration	Conciliator : VP (ID)-HITES (South Operations) / Unit Chief (IDS), HLL Infra Tech Services Limited
		Arbitrator Appointing Authority: The Chief Operating Officer / Chief Executive Officer, HLL Infra Tech Services Limited
		Place of Arbitration : Trivandrum, Kerala or the Arbitral Tribunal may decide the place in consultation with both the parties

Clause 32(i)	**Minimum Requirement of Technical Representative(s) and monthly recovery Rate**						
Sl No	Minimum qualification	Discipline	Designation	Minimum Experience in years	Minimum (No.)	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 32 (i) (Rs. Per Month)	
						Figures (Rs)	Words (Rupees)
1.	Graduate Engineer (Mechanical)	B. Tech/ BE	Project Manager	05	1	Rs.25,000/-	Rupees Twenty five Thousand Only
2.	Diploma Engineer/ITI (Mechanical)	Diploma /ITI	Engineer/ Technician	3 Or 5	1 Or 1	Rs.15,000/- Rs. 15,000/-	Rupees Fifteen Thousand Only

Note: The personnel above to be in position at site as per requirements at project site or within 15 days of directions of Engineer-in-Charge whichever is earlier.

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers

Diploma holder with 10 years relevant experience with a reputed construction company can be treated at par with graduate Engineer for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of the requirement of Graduate Engineers.

Clause 35	Authority having option of terminating the Contract in event of death of Contractor	VP (ID)-HITES South Operations) / Unit Chief (IDS), HLL Infra Tech Services Limited , Trivandrum

APPENDIX - XVI

Notice for appointment of Arbitrator
[Refer clause 25]

To

CEO (HITES)
HLL Infra Tech Services Limited
Golden Jubilee Block
HLL Bhavan, Poojappura PO,
Thiruvananthapuram – 695 012

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Contract amount in the work
6. Date of contract
7. Date of contract Date of initiation of work
8. Stipulated date of completion of work
9. Actual date of completion of work (if completed)
10. Total number of claims made
11. Total amount claimed
12. Date of intimation of final bill (if work is completed)
13. Date of payment of final bill (if work is completed)
14. Amount of final bill (if work is completed)
15. Date of request made to Reviewing Authority for decision
16. Date of receipt of Reviewing Authority's decision

Specimen signatures of the applicant

(only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge.

I/We enclose following documents.

1. Statement of claims with amount of claims.
2.
3.
4.

Yours faithfully,

Copy in duplicate to:

1. The Engineer –in-charge

Appendix-XVI

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING RESCHEDULING OF MILESTONES
[Refer Clause 5.3]

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no.
4. Estimated amount put tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Rescheduling of milestones done previously

Milestone No. Already Rescheduled	EE's Letter No. and Date	Rescheduling Of Milestones Done	
		Original Date	Rescheduled Date
(A) 1st Milestone			
(B) 2nd Milestone			

Rescheduling of Milestone applied for

Milestone No. For Which Rescheduling is Applied	Original/ Rescheduled Date	Details And Period of Hindrances	Comments of EIC	Proposed Rescheduled Date
(A) 1st Milestone				
(B) 2nd Milestone				

Submitted to the EIC

Signature of Contractor
Dated

APPENDIX – XVII (Refer Clause 5)

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement no.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion as stipulated in the agreement
8. Period for which extension of time if it has been given by authority in schedule F previously

	Letter no. & date	Extension granted	
		Months	Days
(a) 1st extension			
(b) 2nd extension			
(c) 3rd extension			
(d) 4th extension			
(e) Total extension previously given			

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3)

Submitted to the Authority indicated in Schedule F.

Signature of Contractor Dated

END OF VOLUME II