

General Terms and Conditions for Contract

PART- A “GENERAL”

1.00 DEFINITIONS:

Unless inconsistent with or otherwise indicated by the owner the following word shall have the meaning as assigned to them here under:

- a) “Owner” means KRISHAK BHARATI CO-OPERATIVE LIMITED (KRIBHCO), or “HAZIRA AMMONIA EXTENSION PLANT”(HAEP) owned by Heavy Water Board, Department of Atomic Energy, Government Of India and operated and maintained by KRIBHCO a multi unit Co-operative society registered under the Multi State Co-operative Societies Act 1984, having its registered Office at NEW DELHI and Head Office at Noida, U.P.
- b) “Contractor” mean the bidder whose bid has been accepted by the owner and shall include contractor’s heirs, legal representative, successor and assigns.
- c) “Site” means the area(s) where the Work under this Work order is to be executed or carried out.
- d) “Work” means all duties, responsibilities and obligations discharged by the Contractor pursuant to the Work Order awarded to the Contractor.
- e) “Contract / Work Order” shall have the same meaning and shall include any award of work in writing with general terms and conditions / special conditions of the Enquiry, enclosures, Annexures and subsequent amendments thereto issued by the Owner and accepted by the Contractor at Surat. shall be under the jurisdiction of the Competent Court at Surat
- f) “Contract Duration / Period” means the completion period as specified in the Work Order or extended thereafter in writing by the Owner.
- g) “Taking Over Certificate” means the Certificate issued by the concerned Authorised representative of owner the executing department on completion of the work in accordance with the provisions of the Work Order and taking over by the Owner.
- h) “Final Certificate” means the Certificate issued by the concerned authorised representative of the executing department on expiry of defect liability period in accordance with the provisions of the Work Order.
- i) “Letter of Intent” or “L.O.I.” means the letter of acceptance of the bid of the Contractor, as issued by the Owner to the Contractor.
- j) “Contract Price” means the total amount payable to the Contractor for carrying out the Work under the Work Order in accordance with the provisions of the Work Order.
- k) “Schedule of Rates” or SOR means the Schedule of Rates annexed to LOI and / or Work Order.
- l) “Authorised representative” / “Engineer-in-charge” means the person to whom the owner authorises to act on his behalf.
- m) ‘NIT’ means Notice inviting Tender / Enquiry documents for the intended work.

- 1.01 The quoted rates shall include and cover all costs, expenses and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the Work to the Owner.

The contract would deem to have been issued by the owner and accepted by the contractor at Surat and therefore, shall be under the jurisdiction of the competent court at Surat.

- 1.02 The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of Work and materials required for the performance of the Work under this Work order, though documents may not fully and precisely furnish the same. The Contractor shall make such provision in “SOR” that he may consider necessary to cover the cost of such items of the Work and materials as may be reasonable and necessary to complete the Work to the satisfaction of the Owner. The “SOR” shall cover royalties, rent, claims, taxes, duties, license fee, risk of delay and any other cost implication, etc.

- 1.03 The duration of Contract will be for a period as mentioned in tender documents and extendable for a further period of one more year or part thereof, on same rates / prices, terms and conditions of the Contract on mutual consent. , in case contractor do not accept for the ‘Repeat Contract’ for another one year as per the provision of the contract; they shall have to work compulsorily up to three (03) month for making the alternate arrangement by the owner. The Contract value / work duration of the ongoing order shall be increase automatically in proportion. However escalation as per the provision of the will be applicable during the second year of contract if duration of contract is extended and/ or “Repeat Contract” is placed.

- 1.04 The rates shall remain firm and fixed for the entire Contract Period including extended period, if any. However, escalation as payable with reference to relevant clause(s) specified elsewhere in the contract will be paid extra to the Contractor.

2.00 LAW PERTAINING TO LABOUR:

- 2.01 This contract shall be govern by the various labour laws for the time being in force, the Contractor shall be responsible for compliance of central, state and municipal laws and rules and legislation in force from time to time and shall be solely responsible to comply with all obligations and payments hereunder.

No compensation will be entertained for the liabilities arising out of any provision of any act, Law, rules, and legislation in force from time to time In case owner has to pay any charges arising for non compliance by the contractor the same shall be recovered from the contractor.

- 2.02 Wherever applicable, the contractor shall submit all the relevant documents showing compliance of relevant act, Laws, rules and legislation etc for obtaining the ‘**labour law compliance certificate**’ from owner’s H R Department for the release of bill-payment.

- 2.03 The contractor shall be liable for payment of all claims of damages, compensation or expenses payable as a result of accident or injury or death sustained by workman employed or used by him in execution of this contract by the act, law or order of the Government.
In case of any such eventuality, the contractor shall immediately inform owner in writing for preparing the accident report. The contractor shall immediately provide necessary medical 'first aid'.
- 2.04 The contractor shall have to ensure that healthy hygienic and clean services are maintained and the persons serving the company are free from any disease, injury and illness.
- 2.05 All contract workers shall be paid twice the normal wages, if deployed, on work by contractors on the National Holidays viz. Republic Day (26th January), Independence Day (15th August) and Mahatma Gandhi Jayanti (2nd October). It is the responsibility of the contractor to pay wages at double rates if engaged for work / duty on National Holidays. Owner will not reimburse any financial implication or claim of contractor for fulfillment of this statutory provision.
- 2.06 The contractor's workmen shall use proper clothing and safety appliance while on duty at all times.
- 2.07 The Contractor shall be responsible for his employees observing all security and safety rules, Owner may issue regulations and instruction as from time to time. The employee of contractor shall be liable to search by the Owner's security force. In case Owner suffers any losses etc whatsoever in nature on account of contractors employee not following the security / safety norm, the contractor shall be liable to make good all such losses as may be determined by Owner, and Owner shall have the right to recover all such losses, etc from dues payable to contractors.
- 2.08 The contractor shall ensure disciplined behaviour and good conduct by the personnel within owner premises. If any one found violating norms of discipline and good conduct, the owner shall be entitled to take appropriate action against the contractor for the same.
- 2.09 The contractor shall mobilize at site within time as indicated in letter of intent / Work order.
- 2.10 No employee of the contractor shall be allowed to stay on the premises of the Owner beyond the authorized working hours.
- 2.11 The contractor shall register themselves with Provident Fund Authority obtain PF number and deposit the P F contribution of the worker with matching amount for every calendar month. The Contractor to submit complete detailed list of employee with their respective details of P F recovery and own contribution. The bill submitted shall be certified and passed for payment only after contractor produces the said documents duly endorsed by P F Authority.
- 2.12 The contractor shall cover their employee under appropriate Insurance Scheme under the Workmen compensation Act and indemnify owner in this regard.
- 2.13 If required the contractor shall arrange residential accommodation and transport facilities to and from Owner Site for staff and labours at his own cost.
- 2.14 The Contractor may have access to the Owner's qualified First Aid personnel in case of an accident. However, the contractor has to maintain first aid box at site for minor injuries.
- 2.15 The Contractor shall be liable to the Owner for any commission or omission on his part and on the part of his personnel, etc. during the execution of the Work. Any damages caused to Owner shall be made good by the Contractor at his own cost and risk.
- 2.16 The contractor shall observe all the statutory and legal requirements of the contract and comply with various provisions of labour enactments and relevant Rules and Regulations of local authorities. The contractor shall be solely responsible for fulfilment of all legal obligations under Contract Labour (Regulation and Abolition) Act, 1970, Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, if applicable, payment of Wages Act, 1936, Factories Act, 1948, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Industrial Dispute Act, 1947, The Gujarat Physically Handicapped Persons (Employment in Factories) Act, 1982 and all other Industrial/Labour enactments and rules made there under as applicable from time to time. The contractor shall indemnify and save owner harmless against all liabilities in these respects. In case owner incurs any liability towards payment of any dues, compensation cost of any other liability of any kind whatsoever, due to non-fulfilment of statutory provisions under any industrial / labour laws by the contractor, the same shall be made good by the contractor and owner shall recover the same from the contractor from his outstanding bills or otherwise.
- 2.17 The contractor shall furnish all the requisite information from time to time to the concerned authorities and to Owner, which may be required in connection with the contractor's fulfilment of legal / statutory requirement under any Act and Rules in force. The contractor shall be liable to submit Owner a copy of inspection report received from Statutory Authorities and comply with the remarks if any made and Compliance Report shall be sent within the specified time with a copy thereof to Owner.
- 2.18 The contractor shall obtain the prescribed License before the commencement of work for the labour deployed by him. The work shall be allowed to start only after the contractor has obtained requisite License from the Licensing Authority and submits a copy of the same to Owner. The Contractor shall implement the conditions of License regarding deployment of labours, health, hours of work, conditions of work etc. mentioned therein.
- 2.19 The contractor shall ensure that all the workers engaged by him are insured as per the requirements of Workmen Compensation Act, 1923 for the entire period of contract and the contractor shall submit a copy of the insurance policy to H R Department of Owner. The insurance policy so taken shall be exclusively for the workers engaged by the contractor for Owner's work
- 2.20 The contractor shall either allow leave with wages or pay 5% of the wages actually drawn by each worker and disburse the same along with the monthly wages as per requirement of factory Act 1948.
- 2.21 The contractor shall pay Bonus as per the provision of the Bonus Act subject to minimum 8.33% of the wages actually drawn by each worker and disburse the same along with monthly wages.

- 2.22 Employees Provident fund and Misc. provision Act-1952 and scheme made there under: It would be the statutory obligation of the Establishment of contractor to comply with the provisions of the Employees Provident Fund and Misc. Provisions Act, 1952, and scheme made there under from time to time. The contractor's Establishment having obtained separate code being Employer for his employees shall maintain the requisite Registers, Records and also submit the P F challan, returns to P F Authority as per the provisions of E P F and Misc. provisions Act 1952 and Scheme made there under.

A) FORM 6A

The contractor will submit the copy of form-6A as provided under E P F Act 1992 duly acknowledged by R P F C officer in respect to the workers engaged by him in the contract with Owner.

- 2.23 The contractor shall ensure the disbursement of wages to the labours engaged by him as per the provision of the payment of wages Act 1936. The payment of wages to the workers employed by the contractor shall pay not less than minimum wages as may be announce by the respective local / State Government of from time to time.

If contractor fails to pay the wages and other dues to the workers employed by him on the specified date in the presence of the Owner's authorised representative, Owner has right to levy penalty @ Rs 500/- per day. The provision contained in Sec. 21(4) of Contract Labour (Regulation and Abolition) Act, 1970 shall be invoked in case of failure on the part of contractor to pay due wages to its workers.

The contractor shall have to comply, all statutory requirements relating to all the applicable laws in force during the contract period including the extended period.

The contractor shall confirm that as per the contract (Regulation and abolition) Amendment Rule 2003, contractor shall employ at least 85 % of the contract labour in the category of skilled, semi skilled and Un skilled from amongst the local resident Of Gujarat (means person residing in the state for not less than the immediately preceding 15 years) and this 85 % shall be maintained by the contractor throughout the period of validity of the contract.

3.00 Safety of the Worker / Site

- 3.01 The contractor shall take clearance from safety officer of Owner before start of the work within factory premises.
- 3.02 The Contractor's work men must wear safety appliances e.g helmet, gas mask, safety belt etc while working. No contractor's employees including female employees will be allowed to enter the factory without safety **Helmet** of ISI mark in good condition. The colour of the Safety helmet shall be other than **Yellow and Green**.
In case of contractor not able to arrange Safety helmet, Owner may provide the Safety helmet to contractor on chargeable basis, if available, at Rs.150/- for each helmet or any such rates as may be decided from time to time by Owner.
- 3.03 The entire Owner plant area is declared as non-smoking area. The Contractor shall ensure strict compliance of this regulation. Spitting inside Owner plant area or in any working area is totally prohibited.
- 3.04 All tools tackle etc used by the contractor shall be in safe working condition wherever required the same should be duly certified by competent authority.
- 3.05 Wherever required, contractor to obtain valid 'safety permit' before start of work and while working within the factory battery limit. The contractor has to take action against his responsible employee for any violation of safety rules.
- 3.06 The contractor shall prepared gate passes in the prescribed form to ensure safety of the installation of the Owner and workers, which will be endorsed after getting clearance from the H R Department of the Owner subject to compliance with labour laws by the authorized officer of the Owner.
The Contractor has to ensure that worker with criminal / tainted police record should not be issued any 'Gate pass' for the work. Therefore it is necessary for them to submit the Police verifications for each worker deployed for the work.
- 3.07 No contract employee including female employee will be allowed to enter the factory premises without **shoes** and the shoes shall be in good condition.
- 3.08 The Contract female workers will not be allowed to enter the factory premises with loose cloth. (The female workers wearing Saree will be allowed to enter factory only if they wear apron over Saree).
- 3.09 The contractors shall ensure that for the **works to be performed at a height** of more than 3 meter or at an elevation from where a person is likely to fall and get injured, the workers engaged by them use Safety belt of good quality and with ISI mark. It is the responsibility of the contractor to get the Safety belt inspected and approved from Owner's Fire and Safety Department before making use of this safety belt during work.
- 3.10 Scaffolding shall have guard-rail (side guard) at least 1 meter above the floor of platform.
- 3.11 All tools and tackles such as drilling machine, **power tools**, etc. shall be tested and checked through Owner's Electrical Department and only on certification of these tools and tackles shall be used in the plant. Tools body shall be earthed and any loose cable insertion in to the socket in place of three pin plug will not be allowed.
- 3.12 The contractor shall arrange valid test certificate from competent authority for all the **lifting tools and tackles** such as slings, shackle, and chain pulley blocks as per statutory requirement before putting them to use. This certificate shall be counter checked through Engineer-in-charge and the same shall be available for verification when required.
- 3.13 Cranes shall be operated only by authorized persons who are trained and experienced, with proper certification from appropriate authority.
- 3.14 All contractors' employees shall go through a one hour **safety orientation training** at Fire and Safety Department of Owner before being deputed on job in plant. The contractor shall bring their persons For safety training at Fire and Safety Department After completion of safety training their gate passes will be endorsed.

- 3.15 The contractor's workers shall be provided with proper **breathing protection** such as dust filter, etc. by the contractor while doing the grit blasting or glass wool work where nuisance dust is involved.
- 3.16 No person should enter in any **confined space** like tank, pit, chamber etc. in which gas, fumes, vapours, dust is likely to be present to such extent that it may endanger his/her health, without **safety work permit**.
- 3.17 The contractor should take proper measures to prevent dislodgement of **loose or unstable earth** from falling into **excavation** by ensuring proper shoring / supporting.

4.00 PAYMENT OF WAGES :

- 4.01 The contractor shall make payments of wages to the contract labour of all regular nature works such as ARC's etc., in presence of Owner's authorized representative from H R Department.

5.00 SUPERVISION :

- 5.01 The Contractor has to confirm and supervise his workers to ensure that the instructions of the site Engineer In charge of the work is faithfully and promptly carried out. In case employee or any of their representatives indulge in any illegal / unlawful activities or any misconduct, the contract may be terminated without any notice at the risk and cost of the contractor.

6.00 INCOMING / OUTGOING MATERIAL:

- 6.01 The Contractor should make challan (movement document) for all incoming / outgoing materials belonging to him including Tools and tackles and get the endorsement at materials gate by the security force. This is to facilitate the engineer concerned to allow return of such material after completion of the job. During the currency of the work contractor has to ensure safety of his materials including tools and tackles.

7.00 SCOPE OF SUPPLY:

- 7.01 The Contractor shall make his own arrangement to carry out the job with his tool and tackle and consumables etc. Owner shall supply the material only, in case, it is specifically mentioned in the contract. The Contractor shall also make own arrangement for carrying the materials at site.
- 7.02 Unless written 'Free Supply', any equipment under the Owner scope of supply shall be charged at Societe's prevailing rates.
- 7.03 The Owner will supply water and electricity, free of cost, as available in existing network. If execution of the Work requires supply of these facilities, any further distribution of these facilities in work areas shall be the responsibility of the Contractor and the same is to be arranged by contractor at his own cost.
- 7.04 In case of emergency medical facility to the extent available shall be provided on payment of usual charges.

8.00 ISSUE and RETURN OF MATERIALS :

- 8.01 Unless mentioned separately, the materials under Owner's scope shall be issued to the contractor on 'free of charge' from Owner's Stores Department basis subject to its reconciliation with final bill. The balance material and the scrap generated out of Owner materials shall be returned to Owner Stores Department after completion of the work. After issuance of materials all handling shall be in contractor's scope. However, 'Service tax' on the 'free issue materials' (FIM) shall be payable extra, if applicable, as per service Tax Act.

9.00 Maintenance Period (Defect Liability Period).

- 9.01 The work to be executed by the contractor shall be free from any defects and guaranteed for workmanship and quality of material for a defect liability period of 18 months from the date of repair of equipment or 12 Months from the date of installation of equipment whichever is earlier. Any defect noticed during the defect liability period shall be made good by the contractor at his own cost and no extra cost to owner.

(Applicable in case of repair work of any equipment of mechanical / Instruments and electrical etc or the fabrication work only).

- 9.02 In case of repair or replacement of the work / equipment, the defect liability period of the said work / equipment shall get extended / adjusted automatically.
- 9.03 The Security Deposit shall be released by the Owner after satisfactory completion of the 'Performance Guarantee / Warranty / defect liability period' as the case may be. If the contractor has submitted the bank guarantee towards the Security Deposit, the contractor shall extend the validity of such bank guarantee suitably, whenever required.

10.00 TERMINATION :

- 10.01 The owner, due to any reasons, whatsoever and without any obligation to disclose reasons, shall be entitled to terminate the Contract , at any time by giving notice in writing to the contractor..

- 10.02 In the event of such termination pursuant to :
- a. The Contractor shall stop the work and carryout instructions of the Owner in connection with such termination.
 - b. The Owner shall pay the Contractor for the materials used and the work executed pursuant to the contract, but remains unpaid on the date of termination provided that the Owner shall not be liable for any business / consequential losses expected profits or damages suffered by the Contractor as a result of such termination.
- 10.3 The Contractor shall upon receiving notice of termination from the Owner in accordance with the Clause 10.1, notify the Owner within fifteen days, the cost of materials and work executed upto the date of termination with all relevant documents for Owner's review and acceptance.
- 10.4 Upon termination of the contract pursuant to this clause, obligations of the parties hereto shall cease except as to the liabilities of either party to the other occurred prior to the date of such termination.

11.0 SETTLEMENT OF DISPUTE AND ARBITRATION:

- 11.1 All dispute arising out of the notified claim of a contractor included in the final bill of the contractor, and any claim or dispute arising out of any claim of the owner against the contractor shall be referred to the arbitration of as sole arbitrator, to be selected either by the party to the dispute, out of the panel of 3(three) persons nominated by the Owner for the purpose of such selection and should the contractor fail to select an arbitrator within 30 (thirty) days of the panel of names of such nominees being furnished by the Owner for the purpose, the sole arbitrator shall be selected by the Owner out of the panel. It is a term of the contract that the sole Arbitrator shall only be one from the panel of names furnished by the Owner.
- 11.2 The provision of the arbitration andconciliation Act, 1996 and any re-enactment(s) and / or modification(s) thereof and of the rules framed there under shall apply to arbitration proceedings pursuant hereto subject to the following condition :-
- a) The arbitrator shall give his Award separately in respect of each claim and counter-claim; and
 - b) The arbitrator shall not be entitled to review any decision, opinion or determination (however expressed) which is stated to be final and / or binding on the contractor in terms of the contract documents.
- 11.3 If the arbitration period overlaps, during the contractual period the Performance of the Work shall be continued. The venue of the arbitration shall be Surat, provided that the arbitrator may with the consent of the owner and the contractor agree upon any other venue.
The work order having been issued at Surat and executed by contractor at Surat, the court at Surat to the exclusion of all other courts shall only have jurisdiction to try and entertain any matters arising therefrom.

12.0 FORCE MAJEURE :

Force Majeure shall mean and be limited to the following:

- a) Any war or hostilities.
- b) Any riot or civil commotion.
- c) Any earth quake, flood, tempest, lightening or other natural physical disaster, impossibility of the use of any railway, port, air port, shipping service or other means of transport.
- d) Any strike or lockout (only those exceeding 10 continuous days in duration) affecting the performance of the Contractor / Owner's obligations.
- e) Terrorists act.

13.0 INSURANCE :

- a) All Contractor's equipments, tools, tackles, articles vehicles and personnel etc. shall be at the sole risk of the Contractor.
- b) The Contractor shall insure at his own cost all the personnel employed for the execution of the Work against any personnel injury that may be sustained during the execution of the Work and present satisfactory evidence to the Owner that such insurance is in force.
- c) The Contractor shall be responsible for workmen compensation insurance and all other statutory requirement in regard to his personnel engaged for the execution of the Work under the Work Order at his own cost.

PART-B "COMMERCIAL"

1.00 CONTRACT PRICE :

- 1.01 The rates / prices shall be considered as fixed and firm and inclusive of all costs such as minimum wages for labour as per Government Notification, Tools, tackles, material, consumable, power, electricity, handling, overhead, profit, insurance, taxes, duties levies, including sales tax (VAT) on Works Contract, turnover tax, and any other tax as applicable, other than specified elsewhere, from time to time. No increase in the quoted rates / prices shall be allowed during the contract period including the extended period if any.

- 1.02 The **Contractor has to quote only 'Basic Rates' in the 'Schedule of Rates (SOR)'- Annexure-6, the 'Service Tax' against the item rates shall be payable as 'EXTRA AS APPLICABLE', which shall be subject to submission of details of 'Service Tax Registration number' duly endorsed, for the respective category of services under which the said Tax has to be deposited in the Government Treasury. The contractor has to indicate the 'Service tax registration' and account head under which the said tax has to be deposited in Government treasury.**
- 1.03 In all cases of availing abatement on the 'Service Tax' the bidder / contractor has to confirm current rate of tax on which amount percentage of invoiced shall be raised. Any other way of quoting the rates such as 'Service Tax inclusive', the offer shall be liable for rejection.
- 1.04 The rates indicated in SOR are exclusive of Central Sale Tax (CST) / Value Added Tax (VAT), which shall be payable extra as applicable. The bidder / Contractor is advised to indicate the Tax Identification Number (TIN) on the Invoice / Tax invoice submitted for payment.
- 1.05 Owner reserve the right to operate rates received against this work order for any other work at its discretion.
- 2.00 Terms of Payment**
- 2.01 **Running Accounts Bill (R A Bill) :**
The Contractor can raise one 'R A Bill' for each completed calendar month, where work duration is 60 days or more. The R A Bill shall be cumulative in quantity and value and it shall indicate the period of the Work done. The payment of the R A Bill shall be made on the basis of the actual work carried out in accordance with the provisions of the contract duly certified by the Engineer / Officer in-charge.
The RA Bill must be submitted within 07 days of completion of month and the same will be certified by concerned Engineer / Officer in-charge within 15 days of its submission.
- 2.02 The RA Bill, duly certified by the Engineer / Officer in-charge, will be paid to the Contractor within 15 days through **Electronics Fund Transfer System / A/C Payee Cheque**, its receipt in Finance and Accounts Department along with all required documents including certificate from the H R Department regarding satisfactory compliance of the statutory obligation and confirmation having made monthly payment of leave salary and bonus to contract labours along with monthly wages.
- 2.03 The payment of RA Bill shall be made subject to the following recoveries :
a) Charges for services provided by KRIBHCO if and as applicable.
b) Security Deposit as per provision of contract, if not deposited otherwise.
c) Income Tax and any other tax as applicable.
d) Recovery towards statutory deductions, in case the Contractor has not complied with the same.
e) Amount due against any other Work Order / Contract executed by the Contractor.
f) Any other recovery as per the provisions of the Work Order.
g) Recovery for excess consumption of material (If and as applicable) including recovery of damages / penalty as applicable.
- 2.04 If and as applicable each R A Bill must accompany with statement of materials issued from Stores Department as per the provision of the contract. The statement for the Material consumed shall be certified by the Engineer / Officer in-charge
- 2.05 **Final bill :**
Unless until specified elsewhere in the contract the final bill is to be submitted after the completion of the work and after submission of final bill no further claims on any matter shall be entertained.
- 2.06 Immediately on expiry of the contract, the Contractor shall submit cumulative quantity and amount of final bill duly certified by the Engineer / Officer in charge with all supporting documents and statements as per the contract provision as under:
a. 'No Due Certificate' from executing department, H R Department, Stores Department, Security Department and other concerned departments if any, in prescribed format – Annexure - 10.
b. Taking Over Certificate duly signed by the Contractor and the authorized representative of executing Department. Confirming that the entire work site has been cleaned and cleared and the same has been handed over back to the Owner, in prescribed format – Annexure - 12.
c. Statements of materials issued by Owner duly certified by the Stores Department and concerned executing department respectively, if and as applicable.
d. Statements of material consumed and calculation of Wastages / Excess Wastages duly certified by the Engineer / Officer in charge, if and as applicable.
e. Unconditional 'No Claim Certificate' duly signed by the contractor in prescribed format – Annexure - 10.
f. The Certificate from H R Department for compliance of all labour laws against the respective contract (for all type of works of regular in nature such as ARC etc).
(However contractor can submit prescribed "Undertaking in prescribed format – Annexure -9" for the compliance of 'labour law' in all the Shut down / Break down / job work / Consultancy work and work of intermittent in nature..)
- 2.07 The contractor shall submit the final bill along with all the relevant documents within 30 days of expiry of contract duration. If the final bill is not submitted within the time limit specified, the last R A bill submitted by the contractor shall be liable to be treated as the final bill and settlement shall be done on the basis of the records available with the Owner and in case of any recovery from the contractor, the Owner shall take all necessary action to recover the same i.e withhold the refund of Security Deposit, encashment of Bank Guarantee etc.

2.08 **The payment of final Bill shall be subject to the following :**

If and as applicable (where 'SOR for 2 or more items), the status of the contractor as L-1 bidder shall be ensured keeping in view the final executed Bill Of Quantity. All the valid bidder considered in evaluation at the time of award of contract shall be re-evaluated at the respective quoted rate with a view to assess whether L-1 contractor's price of completed works continues to be the lowest. In case after such re-evaluation, final contract value is not the lowest, the contractor shall reimburse to Owner the difference in the amount between the re-evaluated value and the lowest original evaluated value. This difference of amount shall be adjusted from their final bill.

However, if the amount recoverable exceeds the amount payable in final bill, the balance amount shall be recovered by the Owner, from the Security Deposit / Performance Bank Guarantee / any other moneys or bank guarantees available with the Owner for any other job being done by the contractor. The contractor shall restore the Performance Bank Guarantee to the requisite value to the extent of 5 % of contract price in such case where recovery is required to be effected by the encashment of full amount or a part of the Performance Bank Guarantee as soon as the contractor receives such intimation from the Owner.

2.09 In case of non-compliance of any of the statutory requirements and the terms and conditions of the Contract, the owner shall have the right to withhold the payment of the contractor in part or full.

3.00 Security Deposit :

3.01 The Contractor shall furnish the 'Security Deposit' of value of 5 (five) percent of the 'Contract value' for the due and faithful performance of the Contract in any one of the manners described below This 'Security Deposit' shall not bear any interest:

i) The contractor will furnish Demand Draft (DD) equal to 5 % of the Contract Price within 15 days of issuance of LOI / Contract in favour of the Owner and payable at Surat, towards the Security Deposit.

OR

ii) The Security Deposit value equal to 5 % of the Contract Price shall be deducted from the 1st RA bill.

OR

iii) The EMD submitted by the successful Contractor shall be retained and adjusted towards part Security Deposit. Any shortfall in the amount of the Security Deposit, to make it 5% of the Contract Price, shall be deposited by DD within 15 days of LOI / Contract or deducted from the 1st RA bill.

OR

The contractor will furnish a Bank Guarantee (BG) of value equivalent to 5 (five) percent of the Contract Price towards the Security Deposit, in pro-forma Annexure 7 by owner to be issued by Nationalized / Scheduled Bank (other than Gramin / Co-operative Scheduled / Co-operative Bank), valid up to the date of the expiry of the Contract Period or Guarantee / Warranty / Maintenance period (clause 9.0 of part-A), as per the contract provision plus a claim period of Six Months thereafter. The Contractor shall submit the B G within 15 days of issuance of the LOI.

3.02 In case of any default on the part of the Contractor, in terms of the Contract, the Security Deposit shall be forfeited and / or Bank Guarantee towards Security Deposit shall be en-cash.

3.03 The 'Security Deposit' will be released / discharged, on recommendation of the executing Department and provision of the contract. The same will be returned only after the settlement of final bill and completion of performance guarantee / warranty / defect liability period, if applicable as per the scope of works.

3.04 On receipt of acceptable PBG, the 'Security Deposit' received / recovered will be refunded.

3.05 In case of failure on part of contractor to mobilize at site within stipulated time as indicated in LOI / contract or scope of work for the Contract, and / or failure to fulfill any of the term and conditions of Work order, the Security Deposit of the contractor shall be forfeited / Bank Guarantee submitted will be encashed and remaining unexecuted work shall be got done through another contractor at the risk and cost of the contractor. All related cost incurred by the owner on this account shall be recovered from the dues payable under this work order or any other dues of the contractor.

4.00 DAMAGES (PENALTY)

4.01 FOR DELAY

Time is the essence of the Work Order. In case of Delay in the completion of the Work for reasons attributable to the Owner, suitable time extension without imposing the damages may be granted on request in writing. In case of delay in completion of the work for reasons attributable to the contractor, the Owner shall charge damages @ ½ % of the contract price for delay of each week or part there of subject to maximum of 5 % of the Contract value. The owner shall recover such damages from payment of the contractor on its occurrence. Acceptance of the delayed completion in no way shall prejudice the rights of the Owner to recover the damages as referred above, and shall not entitle the contractor for any claim of statutory levies that come into force after expiry of the contract period.

1.02 In case of delay in the completion of the work, the Owner for the delayed completion shall pay no compensation, whatsoever it may be, to the contractor.

4.03 FOR NON PERFORMANCE :

4.04 If the contractor has

- a) Not carried out the Work, or
- b) Carried out the Work partially, or
- c) Carried out the Work unsatisfactorily, or
- d) Not carried out the Work as per the instructions of the Owners/its representative/the Engineer-in-charge, or
- e) Not carried out the Work in accordance with the terms of the Work Order,
- f) The remaining unexecuted work shall be got done through another contractor at the risk and cost of the contractor. All related cost incurred by the owner on this account shall be recovered from the dues payable under this work order or any other dues of the contractor.

The penalty, up to 25 % of the amount (item rate x quantity) shall be applied on the Contractor and shall be liable for its recovery from the R A / Final Bills of the Contractor. This penalty shall be in addition to non-payment for such Work.

4.05 No penalty shall be applicable in case of:

- a) Force majeure,
- b) When the Owner has instructed not to carry out the Work,
- c) 'Work front' and / or the 'Free issue material (FIM)' is not made available by the Owner.

5.0 QUANTITY VARIATION :

The quantities indicated in the Schedule of Rates are approximate only and may vary to any extent. The rates / prices quoted by the Contractor shall remain fixed and firm through-out the Contract Period including extended period if any. However, escalation if applicable with reference to the contract provision will be payable extra for extended duration of contract and / or on amount of Repeat work order.

6.00 ABOUT THE WORK and ITS DURATION :

6.01 The contractor shall be deemed to have known the nature, scope, magnitude and the extent of Work and materials required for the performance of the Work under this contract , though documents may not fully and precisely furnish the same. The Contractor shall make such provision in SOR that he may consider necessary to cover the cost of such items of the Work and materials as may be reasonable and necessary to complete the Work to the satisfaction of the Owner. The SOR shall cover royalties, rent, claims, taxes, duties, license fee, risk of delay and any other cost implication, etc.

6.02 The Contract will be awarded initially for a Contract Period of One Year, which will be extendable for a further period of one year or part thereof, on the same rates/prices, terms and conditions of contract with mutual consent, in case contractor do not accept for the 'Repeat contract ' for another one year as per the provision of the contract; they shall have to work compulsorily up to three (03) month for making the alternate arrangement by the owner. The contract value / work duration of the ongoing contract shall be increase automatically in proportion.

However, escalation as per provision of Contract will be applicable during the second year of contract if duration of work order is extended. The rates shall remain fixed, firm and free from any escalation whatsoever during Original Contract Period.

7.0 PART / SPLIT RATES :

Any Work not done in accordance with the scope of work or specification of the contract shall not be considered for payment. If all the activities relating to execution of the Work are not completed, there shall not be any payment at part / split rates. The Work shall be certified for payment at full item rates only when the same is executed as per specification without any deviation / variation.

The quoted rates shall include and cover all costs, expenses and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the Work to the Owner.

8.0 ESCALATION CLAUSE :

The escalation as admissible as per the formula given hereunder will be paid extra the SOR rates are worked out on the basis of labour rates and if contract duration is extended and / or Repeat Work Order is awarded.

$$E = \frac{\text{Annual wage bill of contract labour Ist year of contract period} \times R \times (W1 - Wo)}{\text{Work order value for Ist year of contract period} \times Wo}$$

E = Escalation Amount

R = Amount of invoice on which escalation is payable.

W1= Minimum wages as applicable to the worker as per Gujarat Government. Notification for the month for which invoice has been raised.

Wo = Minimum wages payable to worker as per Gujarat Government. Notification on the effective date of Repeat Order.

Annual Wage Bill : Wages + P F + Bonus + Leave Wages

It will be obligation / responsibility of the contractor to pay the amount of escalation in minimum wages announced by the Government of Gujarat from time to time to contract labours engaged by him.

9.0 In general the Bill format to be submitted by the contractors for the work done should be as under :

| Name of the contractor | | : | | | | INVOICE No/ date | : | | |
|------------------------|-------------|---------------------|---------------------|-----------|-----------------------|-----------------------------|-----------|-----------------------|--|
| WO reference / date | | : | | | | Service tax registration no | : | | |
| RA Bill no / date | | : | | | | TIN | : | | |
| Work done period | | : | | | | PAN | : | | |
| SI no | SOR Item No | Description of item | QUANTITY | | | Rate | Amount | | |
| | | | Up to previous Bill | This Bill | Total Up to this Bill | | This Bill | Total up to this Bill | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
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Note:

1. In case of 'Job work' / Intermittent nature work / Shut down and Break down / Consultation work / Manpower supply and Service of Visiting engineer /expert's contract, the contractor to submit "Undertaking' in prescribed 'Format Annexure 9 for Labour Laws Compliance.
2. In case the work is to be executed outside the owners premises / contractors works, the contractor shall be responsible for all statutory law compliance applicable to their works. Besides this various clauses of the terms and condition such as clauses 2.0, 3.0, 4.0, 5.0, 6.0, shall not be applicable. However the contractor to submit "Undertaking' in prescribed 'Format Annexure 9 for Labour Laws Compliance.
