

ADDITIONAL TERMS & CONDITIONS OF WORK ORDER

1) RISK AND COST: -

In case the contractor fails to full fill the contractual obligation, the work shall be got done from some other agency at the risk and cost of the contractor. It shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages.

2) PAYMENT TERMS:-

100% payment, after deducting applicable security deposit and statutory deductions, from the monthly running bill shall be made after satisfactory completion of work done. Payment shall be released by the Sr. Accounts Officer/Accounts Officer, PTPS, HPGCL, Panipat through RTGS/NEFT.

3) Mode of payment:-

Payment shall be released by the DDO's though RTGS/NEFT, in the Escrow account of the contractor which shall be used by the contractor for payment of wages to the workers in their Saving Accounts and other statutory obligations like EPF/ESI etc. For payment through RTGS/NEFT, the contractor will open the requisite Escrow account by a tripartite agreement with HPGCL and State Bank of India within 7 days of issue of the work order and will intimate the complete bank details viz. Name of Bank Branch, Account number, Type of account, IFSC code etc. to Sr. Accounts Officer/ Accounts Officer. No payment to the contractor shall be released other than in Escrow account opened for the purpose.

4) PENALTY FOR DELAY:-

Time is the essence of the contract. The contractor shall ensure timely completion of the job as per stipulated completion period. In case of delay in completing the work/job, the penalty for delay will be imposed @ **1%** of the total contract value **per week** or part thereof subject to maximum of **10%** of the contract value.

Note:- Contract value means basic value of the contract exclusive of taxes and duties, if charged separately.

5) DOCUMENTATION: -

The contractor and the executive in-charge of the work shall ensure the following document before forwarding the final bill of the contractor to the Accounts Wing for pass and payment to avoid delay in payment of the contractor:-

- i. Contractor shall submit running/final bill through HEWP portal along with the followings:-
 - a. Bill for the work done should be in duplicate. The bills should be on the contractors bill book duly serially numbered and bearing date of issue, contractors EPF Code, ESI Code, GST No., PAN No., A photo copy of the EPF Code, ESI Code, GST No., Labour License, PAN No. shall be attached with the bill for reference and record.
 - b. Self-attested copy of the deposit challan of EPF contribution, ESI contribution labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of works and their account number in the appropriate prescribed Performa.
 - c. Self-attested copy of the attendance sheet, wages register and evidence of wage payment with wage slip.
- ii. The bill of the contractor along with the annexure submitted by the contractor at (i) above, should be approved and verified by the officer in-charge for gross value as well as net payable value and accompanied with the certificates / documents mentioned at (iii) and (iv) below.
- iii. Certificate from the Engineer In-Charge the:-

- a. Work has actually been done as per the contract and to the entire satisfaction of EIC.
 - b. The copy of EPF challan, ESI Challan etc. submitted by contractor pertains to the labour deployed at site and none of workers has been excluded there from.
 - c. The record entry of the work done has been taken in the small measurement book (SMB) at Page No. ____ dated _____.
 - d. No penalty is leviable on the contractor on any account as per the contract if leviable the amount of penalty is _____.
 - e. Copy of protocol and certificate for stage payment, if required.
- iv. Certificate from labour welfare officer / factory manager stating that contractor has complied with all labour laws and safety clearance certificate from safety officer. In case of non- availability of labour welfare officer / safety officer from EIC.

Note Documentation attached along with the contractor bill should be referred in the forwarding letter of the executive office forwarded the bill for pass and payment.

6) FORCE MAJEURE: -

The delay in completion of work may be treated as force majeure to the contractor only if: -

- a. The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war risk riots and civil commotion.
- b. The contractor's request for extension of the delivery period along with all necessary evidence comes, before the expiry of the schedule date(s) of delivery.

7) IDLE LABOUR CHARGES: -

No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause.

8) OVER RUN CHARGES: -

No overrun charges shall be paid in the event of the completion period being extended for any reasons.

9) WATCH & WARD: -

The watch and ward of T&P and other material will be the responsibility of the contractor.

10) STATUTORY DEDUCTIONS: -

Statutory deduction on account of Income Tax etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

11) FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/ EPF ACT ETC.:-

Strict adherence of various applicable laws likes the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI challan to the Labour Welfare Officer, at the time of payment along with corresponding list of workers.

The contractor shall make the payment of wages to its labour/worker in their bank account only. Documentary evidence thereof shall be submitted along with the running bills.

12) INSURANCE OF WORKERS:-

The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen Compensation Act, The contractor may obtain W.C. Policy from the Insurance Company for the persons employed by him for carrying out the work. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work immediately after issue of LOI, but before the start of work.

13) SAFETY RULES: -

A firm shall have to comply with all the provisions of safety rules. The chief Safety officer may impose penalty of Rs. 200/- per day per head if the workers of contractor are found to be working carelessly without proper protective equipment's in unsafe conditions. Against violation of any other clause, a penalty of Rs 500/- per violation (minimum) shall be levied.

In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation/ threatens to cause severe consequences, higher penalty rates may be imposed including suspension/termination of the contract. If any action is initiated by Chief Inspector of Factories, Chandigarh or any other authority against occupier/factory manager or any other authority of HPGCL in case of any fatal/non-fatal accident or any other violation of factory act, 1948, Pb. Hr. Factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine/penalty if any. In case of default action as deem fit shall be initiated against the contractor. This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment handed over to him for execution of the work, due to careless handling or negligence on the part of the contractor.

14) ARBITRATION

All matters, questions, disputes, differences and/ or claims arising out of and/ or concerning and/or in connection and/or relating to this contract whether or not obligations of either or both the Parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitrator to be appointed by the mutual consent from the panel of Arbitrators provided by HPGCL. The firm may give consent on anyone from the panel. In case no consensus is arrived at between the parties the aggrieved party can approach the competent court of law for appointment of Sole Arbitrator. The award of Arbitrator shall be final and binding on the parties to this Contract. Subject to aforementioned provisions, the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time and rules made thereunder for the time being in force, shall apply to the Arbitration proceedings under the Clause.

It has been agreed between both the parties that the fee of the Arbitrator shall be governed by Arbitration and Conciliation Act, 1996 as amended.

15) LAWS GOVERNING CONTRACTS: -

All contracts shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery, place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which

the acceptance of tender has been issued. The courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

16) SHORT CLOSURE OF THE CONTRACT

The contract may be short closed at any time during the period of contract by HPGCL without assigning any reason by giving a notice of one month, for which no compensation shall be payable to the contractor.

17) SET OFF

Any sum of money due and payable to the supplier under the contract (including security-deposit returnable to the supplier) may be appropriated by the HPGCL and set-off against any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract.

18) Undertaking for Compliance of labour laws:-

"Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it is not under any default towards compliances under any of the labour laws presently, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per regulation 36 & 37 of the HPGCL Works & Purchase Regulations,2015."

19) The penalty shall be levy to contractor for non- timely payment of wages, deposit of EPF, ESI etc.

20) Security only be released after issue of the final labour Law Clearance Certificate by the Labour Welfare Officer as well as submission of latest documents i.e. returns challans by the contractor towards EPF, ESI etc.

21) Salary/wages slips & EPF statements be issued by the contractor on monthly basis for the manpower deployed against respective contracts.

22) Firms are required to submit the financial statement of the respective year while submitting the bid.

23) The copies of the work orders to the appropriate value as mentioned in the PQR, are also required to be submitted by the firms while submitting the bid.