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## DEFINITIONS

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

a) The "CONTRACT" means the documents forming the tender and acceptance thereof, together with all the documents referred to therein including General and Special Conditions of Contract, Schedules 'A', 'B', 'C', 'D', 'E' and/or General Summary attached to the form of tender, the Karnataka P.W.D. Schedule of Rates as amended upto 1979-80 the Specifications and the Drawings. All these documents as applicable taken together shall be deemed to form one Contract and shall be complementary to one another.

b) The "TENDER DOCUMENTS" means the form of Tender, the applicable Schedules 'A', 'B', 'C', 'D', 'E' and/or General Summary, General and Special Conditions of Contract and the Specifications and/or Drawings as given to Contractors on payment for the purpose of preparing their tenders.

c) The "WORK" means the work described in the tender documents, in individual work orders and/or accompanying Drawings and Specifications as may be issued from time to time to the Contractor by the Senior Engineer (Civil)/Deputy Manager (Projects) or the Engineer-in-charge within the powers conferred upon them, including all modified or additional works and obligations to be carried out either at the site or at any Factory Workshop or other place as required for the performance of the Contract.

d) The "SITE" means the land and/or other places on, in, into or through which the work is to be executed under the Contract of any adjacent land, path or street which may be allotted to or used for the purpose of carrying out the contract.

e) The "CONTRACTOR" means the individual, firm or Company, whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company, or the successors of the firm or Company and the permitted assigns of such individual or firm or Company.

f) The abbreviations DGM/P, Sr. M/P, S.E/C means Dy. General Manager/Projects, Senior Manager/Projects, and Senior Engineer/Civil respectively, who direct the contract and the letters E/C means Engineer/Civil in-charge of the particular work pertaining to the Contract.

g) The "Engineer-in-charge" means the Engineer/Civil deputed by Senior Engineer/Civil to supervise the work, or part of the work.

h) "APPROVED" and "DIRECTED" means the approval or direction of the DGM/P, Sr. M/P, or S. E/C. or person deputed by them for the particular purpose.

i) "BHARAT HEAVY ELECTRICALS LIMITED" hereinafter referred to as BHEL, shall mean the Board of Directors, Resident Director, General Manager/Project Administrator or other Administrative Officers, of the said company including the projects officer, Sr. Manager/Projects, or Senior Engineer/Civil, Engineer/Civil authorised to invite tenders and enter into the contracts for works on behalf of "Bharat Heavy Electricals Limited", Unit: ~~INDUSTRIAL SYSTEMS GROUP~~ Bangalore-50012

j) In the case of lumpsum contracts, "CONTRACTOR'S PERCENTAGE" means the percentage offered by the Contractor as addition to or deduction from the cost of buildings, or other works listed in Schedule, 'A' to provide a lumpsum quotation for performance of the contract inclusive of all extra costs, profit, establishment charges, carriage, insurance etc. complete.

In the case of percentage Rate Contracts, "Contractor's Percentage" shall, if the context so permits, mean the uniform percentage tendered by the contractor and accepted by the Accepting Officer, and the expression "CONTRACT RATE" shall likewise mean the rates in the P.W.D. schedule of Rate as amended upto 1979-80 as adjusted by the said Contractor's percentage, if any.

k) The "CONTRACT SUM" means the sum accepted, or the sum calculated in accordance with the

prices accepted in the tender and/or the contract rates as payable to the Contractor for the entire execution and full completion of the work.

l) The "FINAL SUM" means the actual amount payable under the contract by BHEL, to the Contractor for the entire execution and full completion of the work.

m) The "DATE OF COMPLETION" is the date or dates for completion of the whole or any part of the work as set out in or ascertained in accordance with the individual work orders or the tender documents, or any subsequent agreed amendments thereto.

n) A "WEEK" means seven days without regard to the number of hours worked or not worked in any day in that week.

o) A "DAY" means a day of 24 (Twenty four) hours irrespective of the number of hours worked or not in that day.

p) A "WORKING DAY" means any day other than that prescribed by the Negotiable instruments ACT as being a holiday, consists of the number of hours of labour as commonly recognised by good employers in the trade in the District where the work is carried out or as laid down in the BHEL Regulations.

q) "DEVIATION ORDER" means an order given by the Senior Engineer/Civil or Engineer-in-charge to effect an alteration, addition or deduction, which does not radically affect the scope of nature of the contract.

r) "EMERGENCY WORKS" means any urgent measures which, in the opinion of the Engineer-in-charge, become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.

s) "PROVISIONAL SUM" or "PROVISIONAL LUMPSUM" means a lump-sum included by the BHEL in the tender documents and represents the estimated value of work for which details are not available at the time of inviting the tender.

t) "PROVISIONAL ITEMS" means items for which approximate quantities have been included in the tender documents.

u) "DAY WORK" means an item of work requiring the employment of labour with or without materials as the case may be, which, in the opinion of the Senior Engineer/Civil-in-charge, is not capable of being evaluated by the accepted methods of measurement or assessment and is paid for on the basis of the actual labour and materials utilised on the particular item of work referred to.

## CHAPTER—II

### SCOPE OF CONTRACT

#### 2. HEADING TO THE CONTRACT :

The heading to these conditions shall not affect the interpretation thereof

#### 3. CONTRACT DOCUMENTS :

The accepting officer shall furnish to the Contractor on demand "FREE OF COST" three copies of signed Drawings and one copy of the signed agreement comprising of preamble to Agreement, General and Special Specifications, Schedules 'A' 'B' 'C' 'D' and 'E' etc., (but excluding General Conditions of Contract and Drawings) and three copies of all further drawings issued during the progress of work.

However, for any additional copies of the agreement or drawings required by the Contractor, the same will be supplied on payment the Specified Cost.

The Contractor shall keep one copy of all the drawings and of the specifications on the site and the Engineer-in-charge or his representative shall at all reasonable times have access to them.

#### 4. WORK TO BE CARRIED OUT :

The Contract shall, except as provided under Schedules 'B' and 'C' include all labour, materials, tools, plant, equipment and transport which may be required in preparation for, and in the entire execution and full completion of the work. Schedule 'A' shall be deemed to have been prepared in accordance with good practice and recognised principles and unless otherwise stated, the descriptions given therein shall be held to include waste on materials, carriage and cartage, lead, return of empties, hoisting, setting, fitting in position and all other labour necessary in and for the entire execution and full completion aforesaid. Any error in description or quantity in Schedule 'A' or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work comprised therein according to the drawings and specifications, or from any of his obligations under the Contract. The insertion of the name of any firm of suppliers in the Tender Documents is for the purpose of obtaining a particular class or quality of materials or workmanship but the articles or materials specified may be obtained from any other firm subject to the prior written approval of the Senior Engineer / Civil / Engineer / Civil.

In the case of a discrepancy between Schedule 'A' the Specifications and/or the Drawings, the accepting officer shall be the sole deciding authority as to which shall prevail and his decision shall be final and conclusive. If neither drawings nor specifications contain any mention of minor details of construction, which in the opinion of the Accepting Officer whose decision shall be final and conclusive, are reasonable and obvious and fairly intended for the satisfactory completion of the work, such details shall be provided by the Contractor without any extra cost as if they were specially mentioned and shall be deemed to be included in the contract.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution and completion of the work. No extra charges consequent on any mis-understanding in these respects or otherwise will be allowed.

#### 5. PROVISIONAL ITEMS:

The full amount of provisional lump-sum and the value annexed to each provisional item inserted in the Tender documents shall be deducted from the contract sum and the value of work ordered and executed thereunder shall be ascertained by measurement or valuation as for deviations.

No work under these items is to be begun without instructions in writing from the Engineer-in-charge.

The extent of quantities or items described as "provisional" shall not be held to guarantee or limit the amount and description of the work to be executed by the Contractor either in respect of the items concerned or the work as a whole.

No addition or deduction shall be made by the Contractor to the amount of the provisional lumpsums as included in the tender documents.

**6. DEVIATIONS :**

The contractor shall not make any alteration in addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Accepting Officer in writing and incorporated in the contract.

The accepting Officer may deviate, either by way of addition or deduction, from the work so described, provided that the contractor sum be not thereby varied on the whole by more than the percentage set out in the tender documents. The value of all additions and deductions will be added to, or deducted from the contract sum. Whenever the Accepting Officer intends to exercise such a right, his intention shall specify the deviation which are to be made, the lumpsum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the entire contract.

Any objection by the Contractor to any matter concerning the order shall be notified by him in writing to the Senior Engineer (civil)/ Engineer- in charge within SEVEN DAYS from the date of such order, but under no circumstances shall the work be stopped (unless so order by the Senior Engineer/Civil/ E/C owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection, by the contractor, he will be deemed to have accepted the ordered and the conditions stated therein. In the event of the contractor, failing to agree with the Senior Engineer / Civil/E/C regarding the terms of the proposed deviation, the objection shall be referred to the DGM/P/Sr.M/P, whose decision shall be final, conclusive and binding on the contractor.

**7. TIME :**

Time is the essence of the contract and is specified in the tender document or in each individual work order.

As soon as possible after the contract is let or any substantial work order is placed and before work under it is begun, the Senior Engineer/Civil or Engineer-in- charge and the contractor shall (if so required by the Sr. E/C) agree to a time and progress chart. The Chart shall be prepared direct relation to the time stated in the tender documents or the Work Order for the completion of the individual items thereof, and/or the contract or Order as a whole. It shall indicate the forecast of the dates for the commencement and completion of the various trade processes or sequences of the work, and shall be amended as may be required by agreement between the Sr. E/C or Engineer-in charge, and the contractor within the limitation of the time imposed in the tender documents or ORDER.

In the absence of any specific Time and Progress Chart to be agreed to between the Contractor and the Sr.E/C. or Engineer-in-charge, the contractor shall ensure and maintain uninterrupted progress of the work such that the entire work shall be completed within the time imposed in the tender documents or order and that the proportion of work completed up to any time in relation to the entire work to be done under the Contract or Order shall not be less than the proportion that the time elapsed bears to the total time of completion provided in the Tender Documents or Order.

The Contractor shall suspend the execution of the work, or any part or parts thereof whenever called upon in writing by the Engineer-in-charge to do so, and shall not resume work thereon until so directed in writing by the Engineer-in-charge. The Contractor will be allowed an extension of time for completion not less than the period of suspension but no other claim in this respect for compensation or otherwise how so ever will be admitted. This may also be extended to allow for alteration of work made by the deviation order.

**8. STORES AND MATERIALS :**

The Contractor shall, at his own expense, supply all stores and materials required for the contract, other than those listed in Schedule 'B' which may be provided by Bharat Heavy Electricals Limited at the rates detailed therein subject to their availability at the place of issue indicated therein. All Stores and materials to be

if required by the Engineer-in-charge furnish him with proof to his satisfaction that the stores and materials so comply with the specifications.

The contractor shall, at his own expense and without delay, supply samples of stores and materials proposed to be used in the execution of the work for the approval of the Engineer-in-charge, who may reject all stores and materials not corresponding either in quality or character to the approved samples.

In the case of stores provided under Schedule 'B' the Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling & jointing the several parts together as necessary and incorporating & fixing these stores & materials in the work, including all preparatory work of whatever description that may be required, and closing, preparing, loading and returning empty cases or containers to the place of issue without any extra charges.

#### 9. DELAY AND EXTENSION OF TIME :

If, in the opinion of senior engineer/civil/engineer/civil the work is delayed:

- i) by reason of abnormally bad weather, or
- ii) by reason of serious loss or damage by fire, or
- iii) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
- iv) by delay on the part of the agency or tradesman engaged by BHEL in executing work not forming part of this contract, or
- v) by reason of any other cause which in the absolute discretion of the Sr. M/P, Sr. E/C. or E/C is (when he is the Accepting Officer of the Contract) beyond the contractor's control, then in any such case, the Accepting Officer, on the recommendation of the Sr. E/C., E/C (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work or the contract as a whole. Such extension which will be communicated to the contractor by the Sr. E./C./E/C. in writing shall be final and binding on the contractor. No other claim in this respect for compensation or other wise howsoever is admissible. Upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Sr. E/C/E/C but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Sr. E/C/E/C to proceed with the work.

#### 10. PATENT RIGHTS :

The contractor shall fully indemnify BHEL, or the agent, servant, or employee of BHEL, against any action, claim or proceeding relating to infringement or the 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 being made or action brought against BHEL, or any agent, or servant or employee of BHEL., in respect of any of the matters aforesaid, the contractor shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the BHEL...but the contractor shall pay any royalties payable in respect of any such use.

#### 11. OCTROI AND OTHER DUTIES :

All charges on account of octroi, Terminal or Sales Tax and / or other duties on materials obtained for the work (excluding materials provided by BHEL, on payment) shall be borne by the contractor.

**12. ROYALTIES:**

Royalties fixed from time to time as per prevalent local rules will be recovered for materials, which the contractor may be allowed to remove from quarries situated on land which is in charge of the B.H.E.L., authorities.

**13. PLANT AND EQUIPMENT:**

The Contractor, shall at his own expenses, supply all tools, plant and equipment (herein-after referred to as T & P) required for the execution of the contract, as specified in the tender documents.

**14. ASSIGNMENT OR TRANSFER OF CONTRACT:**

The Contract shall not, without the prior written approval of the Accepting Officer, assign or transfer the contract or any part thereof, or any share, or interest therein to any other person. No sum of money which may become payable under the Contract shall be payable to any person other than the contractor unless the prior written approval of the Accepting Officer to the assignment or transfer of such money is given.

**a) SUB-CONTRACT:**

The contractor shall not sub-let any portion of the contract without the prior written approval of the Accepting Officer.

**15. COMPLIANCE TO REGULATIONS AND BYE-LAWS.**

The contractor shall conform to the provisions of any statute relating to the work and regulations and bye-law of any local authority and of any water and lighting Companies or Under takings with those system the works is proposed to be connected. He shall before making any variation from the drawings or the specifications that may be necessitated for such connections give the Senior Engineer/Civil, E/C notice, specifying the variation proposed to be made and the reasons therefore and shall not vary out any such variation until he has received instructions from the Senior Engineer/Civil/E/C in respect thereof. The contractor shall be bound to give all notices required by Statute Regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

## CHAPTER III

### PERFORMANCE OF THE CONTRACT

#### 16. Security Deposit

i) Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

- |    |                                     |   |
|----|-------------------------------------|---|
| a) | Upto Rs. 10 lakhs                   | 10%   |
| b) | Above Rs. 10 lakhs upto Rs.50 lakhs | 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs. |
| c) | Above Rs. 50 lakhs                  | 4 lakhs + 5% of the amount exceeding Rs.50 lakhs.   |

The security Deposit should be collected before start of the work by the contractor.

Security Deposit may be furnished in any one of the following forms

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.

**NOTE:** Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

- ii) The Head of Unit may waive the Security Deposit in respect of Public Sector Undertakings, particularly on a reciprocal basis.

BHEL, shall not be responsible for any loss of Securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

iii) All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL, maybe deducted from the Security Deposit or realised by the sale of Securities or from the interest arising therefrom or from any sums which may be due or may become due to the Contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL, and in the event of his Security Deposit being reduced by reason of such deduction or sale as aforesaid, the Contractor shall, within seven days thereafter, make good in cash or in securities endorsed as aforesaid, any sums by which the Security Deposit has been so reduced.

iv) 50% of the Security Deposit may be refunded on completion of the work after payment of the final bill and the balance 50% of the Security Deposit is refunded only after the expiry of the maintenance period of six (6) months from date of completion of work as stipulated in the contract concerned.

#### 17. ORDERS UNDER THE CONTRACT:

All orders, notices etc. to be given under the contract shall be in writing, type script or printed and if sent by registered post to the address given in the tender of the contractor, shall be deemed to have been served on the date when in the ordinary course they would have been delivered to him.

The contractor shall carry out without delay all orders given to him.

#### 18. ADMISSION TO SITE:

The contractor shall not enter on (other than for inspection purposes) or take possession of the site unless permitted to do so by the Senior Engineer/Civil/E/C. The portions of the site to be occupied by the Contractor will be clearly defined and marked on the site plan, and the contractor will on no account be allowed to extend his operations beyond these areas.

The Contractor shall provide, if necessary, or required at the site, temporary access thereto and shall alter, modify and maintain the same as required from time to time. He shall take out and clear away the access route when no longer required restoring the area to its original conditions.

The Senior Engineer/Civil/E/C shall have power to execute other works (whether or not connected with the work in the contract agreement) in the site contemporaneously with the execution of the original work and contractor shall give reasonable facilities for this purpose.

BHEL, reserves the right of taking over, at any time, any portion of the site which they may require and the contractor shall at his own expense clear such portion forthwith. No photographs of the site or of the work or any part thereof shall be taken, published or otherwise circulated, without the prior approval of the Senior Engineer/Civil/E/C.

No such approval shall however exempt the contractor from complying with any statutory provisions in regard to the taking and publication of such photographs.

BHEL officials connected with the contract shall have the right of entry to the site at all times.

Senior Engineer/Civil/E/C shall have the power to exclude from the site any person whose admission there may, in his opinion, be undesirable for any reason whatsoever.

#### 19. CONTRACTOR'S SUPERVISION:

The Contractor shall either himself supervise the execution of the Contract or shall appoint a competent Agent approved by the Senior Engineer/Civil/E/C to act in his stead.

The Contractor shall employ an Engineer/Agent having at least a 'Degree of Bachelor of Civil Engineering' from a recognised University on any work with a Contract Value exceeding rupees two lakhs and having at least a 'Diploma in Civil Engineering' from a recognised College on work with a contract value exceeding Ra. 50,000/- but not exceeding rupees two lakhs.

The Employment of an Engineer/Agent as aforesaid shall not be necessary if the Contractor himself is in possession of a recognised technical qualification and is in opinion of the Senior Engineer/Civil/E/C capable of receiving instructions of the Engineer-in-charge and of executing the work to the satisfaction of the Engineer-in-charge.

due until such date as a suitable Engineer/Agent is appointed and the contractor shall be held responsible for the delay caused to the work and no extension of time on this account shall be given to him as stipulated in condition (9) above.

Orders given to the contractor's agent/engineer shall be considered to have the same force as if they had been given to the contractor himself.

The contractor or his agent shall be in attendance at the site during all working hours and shall superintend the execution of work with such additional assistance in each trade as the Senior Engineer/Civil/B/C may consider necessary.

The contractor or his accredited agent shall attend, when required and without making any claim for doing so, either the Office of the Engineer-in-charge or the work-site to receive instructions.

The Senior Engineer/Civil/B/C shall have full powers, and without assigning any reason, to require the contractor immediately to cease to employ in connection with this contract any agent, servant or employee whose continued employment is, in his opinion, undesirable.

The contractor shall not be allowed any compensation on this account.

## 20. LABOUR:

The contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.

The contractor shall furnish to the engineer-in-charge at the intervals specified by him, a distribution return of the number and description by trades of the work people employed on the works. The contractor shall also submit on 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 (i) 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 (ii) the number of female workers who have been allowed maternity benefit as provided in the maternity benefit Act, 1961 or Rules made thereunder and the amount paid to them.

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 contractor's labour regulations.

The contractor shall in respect of labour employed by him either directly or through or sub-contractors comply with or cause to be complied with contractor's Labour Regulations in regard to all matters provided therein.

The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act 1938, Workmen's Compensation Act, 1923, industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Mines Act 1952 or any modifications thereof or any other law relating there to and rules and there under from time to time.

The Contractor shall be liable to pay his contribution and the employees' contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision "The Employees" State Insurance Act, 1948" as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the engineer-in-charge shall recover from the running bills of contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for employees' State Insurance

The engineer-in-charge shall on a report having been made by an inspecting officer as defined in the contractor's labour regulations have the power 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-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from

his or their wages which are not justified by the terms of the contract or non-observance of the said contractor's Labour Regulations.

The contractor shall indemnify the BHEL against any payments to be made under and for observances of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these regulations which is materially incorrect then, on the report of the Inspecting officers as defined in the Contractor's Labour Regulation, the contractor shall, without prejudice to any other liability pay to the BHEL a sum not exceeding to Rs. 50/- as liquidated damages for every default breach of furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender.

The Engineer-in-charge shall deduct such amount from bills or security deposit of the contractor and transfer the same to the Welfare fund constituted under Regulations. The decision of the Engineer-in-charge in this respect shall be final and binding.

#### MODEL RULES FOR LABOUR WELFARE :

The Contractor shall at his own expense comply with or cause to be complied with model Rules for Labour Welfare as appended to these conditions as rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.

#### SAFETY CODE :

The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the contractor.

Failure to comply with model Rules for Labour Welfare, Safety Code, or of the provisions relating to accidents and to grant of maternity benefits to female workers shall make the Contractor liable to pay to the BHEL as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-charge in such matters based on reports from the Inspecting Officers as defined in the Contractor's Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.

#### 21. WATER :

The Contractor shall allow in his tender and provide at his cost all water required for the work of his employees on the work, together with all pipes and fittings or other means that may be necessary or required to ensure a proper and ample supply of water for all purposes connected with the work.

In the event of a provision existing in the Tender documents for supply of water on payment by Bharat Heavy Electricals Limited, water will be supplied from the BHEL supply system, or other sources at the points fixed by the Senior Engineer/Civil on the site of work. The contractor shall make necessary arrangement for lifting, pumping, carrying or conveying the water as required at his own cost. The levy

23a. DEFECTS LIABILITY PERIOD

The contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-charge; any defect which may develop or may be noticed before the expiry of the maintenance period of six months hereto from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

## 22. TEMPORARY WORKSHOPS, STORES ETC :

The Contractor shall, during the progress of the work provide, erect and maintain at his own expenses all necessary temporary workshops, stores, offices etc., required for the proper and efficient execution of the work. The planning, siting and erection of these bldgs. shall have the approval of the Engineer-in-charge and the Contractor shall at all times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer-in-charge.

On completion of the work all such temporary buildings shall be cleared away and the site restored and left in a clean and tidy condition to the entire satisfaction of the Engineer-in-charge.

## 23. STORES AND MATERIALS ON SITE :

All stores and materials required for the work are to be deposited by the Contractor only in places to be indicated by the Engineer-in-charge.

Where in accordance with the contract stipulations certain Stores and Materials (for incorporation in the work) are to be issued to the Contractor by the BHEL as detailed under Schedule 'E' such times will be so issued only to the extent required for the actual completion of the work as stipulated in the Contract. The decision of the Senior Engineer/Civil/E/C regarding the quantities to be issued as above shall be final and binding on the contractor. For any excess quantities consumed on the work their cost will be recovered from the Contractor at punitive rates which will be 100% (Hundred percent) more than the issue rates of the BHEL.

In regard to the materials and stores which may be issued to the contractor by BHEL the Contractor shall give the Engineer-in-charge reasonable notice in writing of his requirements of such stores and materials and on the approval of his demand being notified to him, he shall make immediate arrangements for drawing the same. Such stores and materials shall be transported by Contractor at his own expenses direct from the place of issue to the site of the work, unless prior written approval is obtained from the Engineer-in-charge to take them to a store or workshop elsewhere.

The Contractor shall have to build a weather-proof shed for the storage of cement required for 15 days consumption of the work.

BHEL officers connected with the Contract shall have the power at any time to inspect and examine any stores or materials intended to be used in or on the work, whether on the site or at any factory or workshop or other place where such stores or materials are being fabricated or manufactured or at any place where the same are lying and the contractor shall give necessary facilities for such inspection and examination.

The Engineer-in-charge shall be entitled to have tests made of any stores or materials supplied by the Contractor who shall provide at his own expense all facilities which the Engineer-in-charge may require for this purpose. If at the discretion of the Engineer-in-charge an independent expert is employed to make any such tests his charges shall be borne by the contractor only if the test discloses that the said stores or materials are not in accordance with the provisions of the contract.

Should the Senior Engineer/Civil/E/C consider at any time during the construction or re-construction, on prior to the expiry of the 'MAINTENANCE PERIOD', that the stores or materials provided by the Contractor are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract. (In respect whereof the decision of the Senior Engineer/Civil/E/C shall be final and conclusive) the contractor shall on demand, in writing from the Sr. E/C, E/C specifying the stores or materials complained of, not withstanding that the same may have been inadvertently passed, certified and paid for, forthwith remove the stores or materials so specified and provide other proper and suitable stores or materials at his own expense to the entire satisfaction of the Sr. E/C, E/C and in the event of his failing to do so within a period to be specified by the Sr. E/C, E/C in his demand aforesaid, the Sr. E/C, E/C may replace within others the stores

stores or materials which the Sr. E/C. E/C shall have previously given notice of to the Contractor to replace (maintenance period for any work under this organisation will be six months from the date of actual completion of the particular work and handing over to B.H.E.L.)

All stores and materials brought to the site shall become and remain the property of BHEL and shall not be removed from the site without the prior written approval of the Senior Engineer/Civil/E/C. However, when the work is finally completed the Contractor shall at his own expense forthwith remove from the site all surplus stores and materials originally supplied by him and upon such removal, the same shall revert in and become the property of contractor. All BHEL stores and materials issued to Contractor for incorporation or fixing in the work and which, making due allowance for reasonable wear and tear or waste, have not on completion of the work been so incorporated or fixed, shall be returned by the Contractor at his own expense to the place of issue.

Credit for surplus and/or materials returned by the Contractor to BHEL will be given to him, at a price based on the prevailing market rate but not exceeding that at which the said stores and materials were originally issued to him but due consideration shall be given to the allowance claimed by BHEL in respect of any depreciation or damages suffered by the stores and/or materials whilst in the custody of the contractor regarding which the decision of Sr. E/C/E/C shall be final and conclusive.

If, in the opinion of the Sr. E/C/E/C (which shall be final and conclusive) any stores supplied by BHEL have either during currency of the work or after completion of the work whilst under the custody of the contractor, become damaged to such an extent that they cannot be usefully utilized, either in the same work or in other works, the Sr. E/C/E/C shall not accept the stores and in the extent of his rejecting, the Contractor shall be charged for the said stores at a rate fixed by the Accepting Officer. The Contractor shall not be entitled to any claim what-so-ever on this account.

#### 24. TOOLS AND PLANT ON SITE:

All tools, plant and equipment brought to the site shall become the property of BHEL and shall not be removed from the site without the prior written approval of the Senior Engineer/Civil/E/C. When the work is finally completed or the Contractor is determined for reasons other than the default of the Contract, he shall forthwith remove from the site all tools, plant, equipment etc., (other than those as may have been provided by B.H.E.L.) and upon such removal, the same shall revert in, and become the property of the Contractor.

#### 25. STATEMENT OF HIRE CHARGES:

A monthly detailed statement of the hire charges incurred in respect of B.H.E.L. tools, plant, equipment etc., shall be given to the contractor by the Engineer-in-charge.

#### 26. PRECAUTIONS AGAINST RISKS:

The Contractor shall be responsible for providing at his own expense, for all precautions to prevent loss or damage from any and all risks and to minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose until the works have been handed over complete in all respects to the Engineer in-charge.

The Contractor shall provide all watchmen necessary for the protection of the site, the work, the materials, tools, plant, equipment and anything else lying on the site during the progress of the work. He shall solely be responsible for and shall take all reasonable and proper steps for protecting, securing, lighting and watching all places on or about the work and the site which may be dangerous to any person whom so ever.

#### 27. NOTICES AND FEES:

The Contractor shall give all notices required by any statutory provision or by the regulations and/or bylaws of any local authority and/or of any Public Service, Company or Authority affected by the work or with whose system the same are or will be connected. The Contractor shall pay and indemnify BHEL against

any fees and charges, demandable by law under such Acts, Regulations and/or bye-laws in respect of the work and shall make and supply all drawings and plans required in connection with any such notice.

## 28. SETTING OUT OF THE WORKS AND PROTECTIVE AND MAINTAINING SIGNALS AND WORKS :

The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the contractor to set out the work. The Contractor shall at his own expense set out accurately according to the drawings and figured dimension thereon, all the work comprised in the contract and any extras or additions thereto and shall be solely responsible for their being so set out and executed.

All bench marks, pegs, signals, on the surface, alignment stones, milestones and all similar marks whether put in by BHEL Authorities for the purpose of checking the Contractor's work or in the nature of permanent survey marks will during the tenure of the contract, be under the care of the contractor who shall, at his own expense, take all proper and reasonable precautions and care to preserve and maintain them in their true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever, the same may, if deemed necessary to be replaced by the Sr. E/C/E/C at the Contractor's expense and the cost thereof deducted from any money then or thereafter becoming due to the contractor.

Where requested by the Contractor, the level marks centre line and chainage pegs corresponding to those shown on the drawing will be pointed out to the contractor on the ground but all bench marks or chainage pegs additional to those shown on the drawing will be set out by BHEL authorities.

## 29. SITE DRAINAGE :

All water that may accumulate on the site during the progress of the work, or in trenches and excavations shall be removed to the entire satisfaction of the Engineer-in-charge and at Contractor's expense.

## 30. EXCAVATIONS, RELICS, ETC :

Material of any kind obtained from excavation on the site shall remain the property of BHEL and shall be disposed off as the Engineer-in-charge directs.

All gold, silver, oil and other minerals of any description and all precious stones, coins, treasured, relics, antiquities and other similar items which may be found in or upon the site shall be the property of Bharat Heavy Electricals Limited and Contractor shall duly preserve the same to the satisfaction of the BHEL and shall from time to time deliver the same to such person or persons as the Bharat Heavy Electricals Limited, may appoint to receive the same.

## 31. FOUNDATIONS :

The Contractor shall not lay any foundations until the excavations for the same have been examined and approved in writing by the Engineer-in-charge.

## 32. COVERING-IN WORK :

The Contractor shall give reasonable notice in writing to the Engineer-in-charge whenever any work is to be permanently covered up or concealed, whether by earth or other means so that it can finally be inspected or measured, if necessary. In default of so doing, the contractor shall, if required by the Engineer-in-charge discover such work at his own expense.

## 33. APPROVAL OF WORKS BY STAGES :

Work embracing more than one process shall be subject to examination and approval at each stage thereof. The Contractor shall give due notice in writing to the Engineer-in-charge when each stage is ready. In

thereof at any time he may choose and in the event of any dispute, the decision of the Senior Engineer/Civil thereon shall be final and conclusive.

#### 34. EXECUTION OF THE WORK:

The work shall be executed in a workman-like manner and to the satisfaction in all respects of the Engineer-in-charge.

The Engineer-in-charge will communicate or confirm his instructions to the Contractor in respect of the execution of the work in a "work Site Order Book" maintained at his office and the contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.

#### 35. DAY WORK:

No day-work shall be performed without the prior written instructions of the Accepting Officer.

The Contractor shall give to the Engineer-in-charge reasonable notice of the start of any work ordered to be executed by day-work and shall deliver to the Senior Engineer/Civil-in-charge/E/C within two days of end of each pay-week return in duplicate giving full detailed accounts of labour and materials for that pay week. One copy of each of these returns, if found correct, will be certified by the Engineer-in-charge and returned to the contractor and must be produced at the time of adjustment of accounts.

An invoice in duplicate signed by the Contractor or his agent shall be sent with each delivery of materials for day-work and the Contractor will be furnished with a receipt signed by the Engineer-in-charge specifying the description, quantities weight or measurement (as the case may be) of the articles approved, reference will be made in this receipt in the return aforesaid and the receipt itself is to be produced in support of the Contractor's bill.

In the case of Lumpsum Contracts, the rates to be charged and the percentage addition for profit and establishment charges, etc., will be agreed upon between the Accepting Officer and the Contractor prior to the execution of the work.

#### 36. INSPECTION OF THE WORK:

BHEL Officers concerned with the Contractor shall have power at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required to be given for such inspection and examination.

Should Sr. E/C/E/C consider at any time during the expiry of the maintenance period, that any work has been executed with unsound, imperfect or unskilled workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the contract (in respect whereof the decision of the Sr. E/C shall be final and conclusive) the Contractor shall, on demand in writing from the Sr. E/C/E/C specifying the fault notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified, in whole or in part as the case may be require at his own expense to the entire satisfaction of the Sr. E/C. and E/C in the event of his failing to do so within a period to be specified by the Sr. E/C. E/C in his demand aforesaid, the Sr. E/C. may carry out the work by other means at the risk and expense in all respects of the contractor. However, the liability of the Contractor under this condition shall not extend beyond the maintenance period except as regards work-manship which the Sr. E/C. E/C shall have previously given notice of to the contractor to rectify.

#### 37. RESPONSIBILITY FOR BUILDING:

In the event of any building, or part of any building being handed over to the Contractor for the execution of work thereto under the provisions of the Contract, he shall give a written receipt for all fixtures, glass etc., and he shall be required make good at his own expense all damages resulting from any cause whatsoever while

in his charge and on completion of the work to deliver up the said building or part thereof a clean state complete in every particular to the entire satisfaction of the Engineer-in-charge.

### 38. INSURANCE OF WORKS AGAINST DAMAGE AND LOSS DUE TO FIRE, TEMPEST, FLOODS, EARTHQUAKE, RIOT AND AGAINST DAMAGE BY AIR-CRAFT.

The Contractor shall, within one month after the date of acceptance of the contract, insure the work against loss and damage by fire, tempest, floods, earthquake, riots and against damage by air-craft with an insurance office approved by the Accepting Officer. Such insurance shall be effected in the name of BHEL and shall be for the full value of the contract sum. The Contractor shall lodge with the BHEL the policies and receipts of the premiums for such insurance, and shall maintain such policies in force until the entire completion of the work as certified by the Senior Engineer/Civil/E/C.

If the contractor fails to comply with the terms of this condition that the accepting officer may insure the work and may deduct the amount of premiums from any money become payable to the Contractor or may at his discretion refuse payment of any advances to the Contractor until the contractor shall have complied with the terms of this condition.

Such insurance whether effected by the Accepting Officer or the Contractor shall not be a limit or bar to the liability and obligation of the contractor to complete the entire work in all respects as certified by the Senior Engineer/Civil/E/C.

In case of such a loss or damage as aforesaid, the money payable under any such insurance shall be received and may be retained by the BHEL until the work is finally completed and shall then be credited to the contractor in the final statement of accounts in the event of his contract not having been previously cancelled under these conditions.

### 39. DAMAGE AND LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :

The contractor shall at his own expense reinstate and make good to the satisfaction of the Sr. E/C/E/C and pay compensation for any injury, loss or damage occasioned to any property or rights whatever including property and rights of BHEL, (or agents, servants or employees of BHEL) the injury, loss or damage arising out of or in any way in connection with the execution of purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL or which would be so enforceable against BHEL) where a private person, in respect of any such injury (including injury resulting in death loss or damage to any person) whosoever or property, including all claims which may arise under the workmen's Compensation Act or otherwise.

### 40. <sup>LETION</sup> ~~COMPENSATION~~ :

The works shall be completed to the entire satisfaction of the Engineer-in-charge and in accordance with the Contractor's forecast of Time and Progress where operative, and all unused stores and materials, tools, plant, equipment, temporary buildings, and things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer-in-charge at the Contractor's expense on/or before the Scheduled date of completion.

The BHEL shall have power to take over from the Contractor from time to time such sections of the work as have been completed to the satisfaction of the Engineer-in-charge.

The Senior Engineer/Civil/E/C shall certify to the Contractor the date on which the work is completed and the state thereof.

The Senior Engineer/Civil/E/C shall also certify, to the Contractor the state of the work at the end of the maintenance period, where applicable.

**41. COMPENSATION FOR DELAY :**

If the contractor fails to maintain the required progress in terms of condition 7 or to complete the work and clear the site on or before the contracted or extended date period of completion, he shall, without prejudice to any other right or remedy of the BHEL on account of such breach, pay as agreed compensation an amount calculated as stipulated below or such smaller amount as may be fixed by the BHEL on the contract value of the work for every week that the progress remains below that specified in condition 7 or that the work remains incomplete.

This will also apply to items or groups of items for which separate period of completion has been specified.

For this purpose the term 'contract value' shall be the value at contract rates of the work as ordered.

- |   |      |                         |
|---|------|-------------------------|
| a) Completion period (as originally stipulated) not exceeding 6 months.                       | .... | @ 1 percent per week.   |
| b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years. | .... | @ 1/2 percent per week. |
| c) Completion period (as originally stipulated) exceeding 2 years.                            | .... | @ 1/4 percent per week. |

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the undernoted percentage of the contract value or of the contract value of the item or group of items of work for which a separate period of completion is given :

- |   |      |                |
|---|------|----------------|
| a) Completion period (as originally stipulated) not exceeding 6 months                        | .... | 10 percent.    |
| b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years. | .... | 7 1/2 percent. |
| c) Completion period (as originally stipulated) exceeding 2 years.                            | .... | 5 percent.     |

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 BHEL.

**42. LAWS GOVERNING THE CONTRACT :**

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

**43. CANCELLATION OF CONTRACT FOR CORRUPT ACTS :**

The Accepting Officer, whose decision shall be final and conclusive, shall, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to Bharat Heavy Electricals Limited, cancel the contract in any of the following cases and the contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contract shall :

- a) Offer or give or agree to give to any person in BHEL, service 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 BHEL service,

OR

- b) Enter into a contract with BHEL in connection with which commission has been paid or agreed to be

paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Officer,

OR

- c) Obtain a contract with BHEL as a result of RING tendering or by non-bonafide methods of competitive tendering without first disclosing the fact in writing to the Accepting Officer.

#### 44. CANCELLATION OF CONTRACT FOR INSOLVENCY, ASSIGNMENT OR TRANSFER OR SUB LETTING OF CONTRACT.

The Accepting Officer, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:-

If the contractor :

- a) being an individual, or if a firm any partner thereof, shall at any time be adjusted bankrupt or have a receiving order or orders for administration of his Estate made against him or shall take any proceedings, for liquidation or composition under Bankruptcy Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangements for the benefit of his creditor or purport to do so, or if any application be made under any Bankruptcy Act for the time being in force for the sequestration of his Estate or if a trust deed be granted by him on behalf of his creditors ;

OR

- b) being a company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a Receiver or Manager on behalf of the debentures holders shall be appointed or circumstances shall arise which entitle the court or debentures holders to appoint a Receiver or Manager;

OR

- c) assigns, transfers, sub-let or attempts to assign transfer or sub-let any portion of the work without the prior written approval of the Accepting Officer.

Whenever the Accepting Officer exercise his authority to cancel the contract under this condition he may complete the work by any means at the Contractor's risk and expense provided always that, in the event of the cost of completion (as certified by Sr. E/C/E/C which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the Contractor shall either pay the excess amount ordered by the Sr. E/C, E/C or the same shall be recovered from the Contractor by other means.

In case the BHEL completes the work under the provisions of this condition the cost of such completion to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of materials purchased and/or labour provided by the BHEL, with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Sr. Mgr. (P) Sr. E/C/E/C whose decision shall be final and conclusive

#### 45. CANCELLATION OF CONTRACT IN PART OR IN FULL FOR CONTRACTOR'S DEFAULT.

If the Contractor :

- a) Makes default in commencing the work within a reasonable time from date of handing over of the site and continuous in that state after a reasonable notice from Senior/Engineer/Civil E/C;

OR

- b) in the opinion of the Sr. E/C/E/C at any time, whether before or after the date or extended date for completion, make default in proceeding with the work, with due diligence and continues in that state after a reasonable notice from Sr. E/C/E/C.

OR

- c) fails to comply with any of the terms and conditions of the contract or after reasonable notice in writing with orders properly issued thereunder :

OR

(b)

- d) fails to complete the work, work order and items of work with individual dates for completion and clear the site on or before the date of completion, or fails to achieve the progress as set out under clause 7 of these General Conditions of Contract.

The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to B H E L cancel the contract as a whole or in part thereof or only such work order or items of work in default from the contract. Whenever the Accepting Officer exercises his authority to cancel the contract as a whole or in part under this condition he may complete the work at the Contractor's risk and cost, provided always that in the event of the cost of completion (as certified by Sr. E/C/E/C which is final and conclusive) being less than the contract cost, the advantage shall accrue to the B H E L. If the cost of completion exceeds, the moneys due to the contractor under this contract, the contractor shall either pay the the excess amount ordered by Sr. M.P./Sr. E/C/E/C or the same shall be received from the Contractor by other means.

In case the B H E L completes the work or any part thereof under the provisions of this condition the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of materials purchased and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Sr. M.P./Sr. E/C/E/C. whose decision shall be final and conclusive.

#### 46. TERMINATION OF CONTRACT FOR DEATH:

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the opinion of terminating the contract without compensation to the contractor.

#### 47. SPECIAL POWER OF DETERMINATION :

If at any time after the acceptance of the tender, B H E L shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Sr. M.P/Sr. E/C/EC shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise how-so-ever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the force-closing of the work.

He shall be paid at Contract rates, for the full amount of the work executed including such additional works, e.g. clearing of site, etc., as may be rendered necessary by the said force-closing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and materials collected but which could not be utilised on the work, as verified by the Sr. E/C Neither shall the contractor has any claim for compensation on account of any alterations having been made in the original specifications drawings, designs and instructions, involving any curtailment of the work as originally contemplated.

#### 48. FAIR WAGE :

- a) The Contractor shall pay not less than the 'Fair Wage' to labourers engaged by him on the work.

'Fair wage' means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been notified, the wages prescribed by the Sr. Manager/Projects/ Sr.E/C/E/C for the stations at which the work is done.

- b) The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid a 'Fair wage' to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been directly employed by him.

- c) In respect of all labours directly or indirectly employed on the work for the performance of the contractors' part of this Agreement, the Contractor shall comply with or cause to be complied with the BHEL contractor's labour Regulations (appended hereto as Annexure 'A' to these conditions) in regard to payment of wages, wage period, deductions from wages, recovery of wages, not paid and deductions, unauthorisedly made, maintenance of wage book, wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- d) The Senior Engineer/Civil/E/C 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-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from this or their wages which are not justified by the terms of the contract or non-observance of the regulations.
- e) Vis-a-vis BHEL the Contractor shall be liable primarily for all payments to be made under the contract and for the observances of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- f) The regulations 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.

## CHAPTER—IV

### VALUATION AND PAYMENT

#### 49. RECORDS AND MEASUREMENTS :

All items having a financial value shall be entered in the BHEL Measurement Book so that a complete record is obtained of all works performed under the contract.

Building etc. priced in Schedule 'A' as a unit lumpsum will be entered by number at the unit lumpsum.

Work carried out for agreed lump-sums will be described and similarly recorded.

Lumpsum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of BHEL under the contract.

Work which fails to be measured in detail shall be measured physically, without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements shall be taken jointly by any person duly authorised on the part of the BHEL and by the Contractor.

The Engineer-in-charge shall give reasonable notice in writing to the Contractor of appointment for measurement.

The Contractor shall, without extra charge, provide assistance with appliances and other things necessary for measurement.

The Contractor shall bear all the cost of measurement of his work.

Measurement shall be entered in the BHEL Measurement book and signed and dated by both parties each day at the site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the BHEL, a note that effect will be made in the BHEL measurement book or against the item or items objected to; and such note shall be signed and dated by both the parties engaged in taking the measurement.

If, as a result of such objection, it becomes necessary to re-measure the work wholly or in part, the expense of such re-measurement shall be borne by the party requiring the measurement to be re-taken provided that a net error is found by this re-measurement to amount to less than 5% (five percent) of the value as recorded by the first measurement. But, where the net errors amount to 5% and over of the said value, then the cost is to be borne by the other party. If any case, if the net value of errors found exceeds Rs. 500/, the expense of re-measurement is to be borne by the other party.

If the Contractor's representative fails to attend when required, the Engineer-in-Charge shall have power to proceed by himself to take measurements and in that case these measurements shall be accepted by the Contractor as final.

The Contractor shall, once every month submit to the Senior Engineer/Civil/E/C with a copy to the Sr. M/P details of his claims for the work done by him upto and including the previous month which are not covered by his contract Agreement in any of the following respects.

- a) Deviation from the items and Specifications provided in the contract documents.
- b) Extra items/New items of work.
- c) Quantities in excess of those provided in the contract schedule.
- d) Items in respect of which rates have not been settled. He should, in addition, furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

#### 50. VALUATION OF DEVIATIONS :

Rates for deviated items of work will be fixed as follows :

- I. For any item of work required to be carried out after the contract has been awarded and which is not covered by Contractor's Schedule but is covered by K.P.W.D. Schedule of rates the rate payable for such a fresh item will be derived from K.P.W.D. Schedule by the method of proportion as follows :
- a) In the same proportion to the rate in K.P.W.D. schedule of Rates as the tendered rate for the nearest analogous item of work in Contractor's Schedule bears to the rate for the particular analogous item or work in K.P.W.D. schedule of Rates.
  - b) If a single appropriate analogous item of work is not available in both Schedule Contractor's and K.P.W.D. Schedule then the method of proportion will be applied to the nearest analogous group of items available in both the schedules referred i.e. in the same proportion as the total tendered cost of that particular group of items (the sum of the products of the tendered rates and the quantities for which orders are placed) bears to the total cost of the same items and quantities at the K.P.W.D. schedule of rates.
  - c) If even an appropriate analogous group of items is not available in Contractor's Schedule and K.P.W.D. Schedule, then the methods of proportion will be applied to all those items of the whole work, which are available in both the Schedules and for which orders have been placed on the Contractor, i.e., in the same proportion as the total cost of all these items of work (the sum of the products of the tendered rates and the quantities for which orders are placed) bears to the total cost of the same items and quantities at the K.P.W.D. Schedule of Rates.
- II. If any work not covered by any of the foregoing is ordered on the Contractor, the basis of payment shall be decided by the Accepting Officer whose decision shall be final and conclusive and binding on the parties.

The selection of analogous item or analogue group of items referred to above shall be done by the Sr. E/C. E/C. Where the rates for deviated items or new items of work can be derived by the selection of different analogous items or analogous group of items, the lowest of all such derived rates shall be taken as the correct rate.

In the case of the contracts for which the Sr. E/C., E/C is the Accepting officer, all disputes regarding the settlement of rates of deviated or new items of work shall be referred to the Sr. M/P. whose decision shall be final and conclusive.

#### 51. REIMBURSEMENT/REFUND ON VARIATION IN PRICE, MATERIALS :

In after submission of the tender and/or during the progress of the works, the price of any materials (not being a material supplied from the BHEL, stores in accordance with the Conditions of the Contract) is increased or decreased by an Act of Legislature (Central or State) and/or any notification thereunder or on account of new duties or levies such as octroi or on account of increase or decrease in such duties affecting the price of materials required for incorporation in the works or the price of any item to be incorporated in the works and made from materials of which the price has increased or decreased as aforesaid and the Contractor has thereupon to pay in respect of such material or item a price which is higher or lower than the price of that material or item as prevailing immediately before the passing of such Act or levying, increasing/decreasing of such duty, the BHEL., shall in case of increase in price or the duty reimburse the Contractor the increase in price or additional or increased duty paid by the Contractor and in case of decrease in price, the BHEL shall be entitled to a refund of the reduction in duty. Provided however no reimbursement or refund shall be made if the increase/decrease is not more than plus 10% of the said price, and if so, the reimbursement of refund shall be made only on the excess over 10% provided always that any such increase shall not be payable if, in the opinion of the Sr. M/P whose decision shall be final and conclusive the increase is attributable to the delay in the execution of the contract within the control of the Contractor, or that any such increase become operative after the contracted/or-extended date of completion of the works or items of work in question.

The Contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or any reduction available and shall allow inspection of the same by any duly authorised representative of the BHEL and further shall at the request of the Sr. E/C/E/C. furnish for verification such other information of the Sr. E/C/E/C may require.

The Contractor shall within a reasonable time of his becoming aware of any alteration in the prices of any such materials, give notice thereof in writing to the Sr. E/C. E/C stating that the rate is submitted in pursuance to this condition together with all information relating thereto to which he may be in a position to supply.

#### 52. ADVANCES ON ACCOUNT :

No payment shall be made for work estimated to cost less than Rupees One Thousand till after the whole of the work shall have been completed and a certificate of completion given by the Competent authority.

In the case of work estimated to cost more than Rupees One Thousand the contractor may at intervals of not less than one month or as otherwise provided for in the Contract documents, counting from the date on which order to commence work is given by Sr. E/C. E/C submit claims on BHEL forms for payment of advance on account of work done and of materials delivered in connection with the Contract.

The Contractor shall be paid in respect of such claims to the extent approved and passed by the Sr. E/C. E/C subject a maximum of 90% of the value of the work actually executed in site provided the work has been executed to the satisfaction of the Engineer-in-charge. The certificate of the Sr. E/C. E/C regarding such approval and passing of the sums so payable shall be final and conclusive against the Contractor.

"After the full amount of Security Deposit is made up through the 10% deductions from 'On-account' bills, 100% of all subsequent bills may be made to the Contractor".

The Contractor may also be paid during the progress of the work 75% of the value of any materials which are in the opinion of the Engineer-in-charge in accordance with contract, and are actually required for incorporation in the work and which have reasonably been brought to the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes, but which have not at the time of payment of the advance been incorporated in the work. Payment of such advances however shall be purely at the discretion of the Sr. M/P/Sr. E/C. E/C provided always that payments shall not be made under these periodical certificates in respect of perishable materials like lime, cement, timber, sand, kankar etc.

Any sums due from the Contractor on account of tools and Plant, stores or any other items provided by BHEL shall be deducted from the respective advances.

The Senior Engineer/Civil/E/C shall from time to time certify the sums payable to the Contractor after retaining the reserves.

Any certificate relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate and no certificate of the Sr. E/C/E/C supporting an advance payment shall itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract. All such intermediate payments shall be regarded as advances against the final payment only and shall not be considered as an admission of the due performance of the contract or any part thereof in respect of the accruing of any claim whatsoever. Such intermediate payments shall not conclude, determine or effect in any way the powers of the Sr. E/C/E/C as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or affect the Contract.

#### 53. FINAL BILL :

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL forms, in duplicate. It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Senior Engineer/Civil/E/C. No claim will be entertained after the receipt of the final bill.

The contractor shall be entitled to be paid the final sum less the value of payments already made on account, subject to certification of the final bill by the Sr. E/C/E/C any sums due from the contractor on account of Tools and Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid.

No charge shall be allowed to the Contractor on account of the preparation of the final bill.

#### 54. PAYMENT OF BILLS :

All payments to be made to the Contractor under this contract shall be by "Crossed Cheque" marked "A/C payee only" (within a reasonable time after the certification by the Sr. E/C/E/C at the.....  
..... located in the station where either the work is executed or service rendered or at their branch nearest to the station where the Office of the Senior Engineer/Civil/E/C is located.)

#### 55. RECOVERY FROM CONTRACTOR :

Whenever under the contract any sum of money shall be recoverable from or payable by the contractor the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

#### 56. POST TECHNICAL AUDIT OF WORK AND BILLS :

BHEL reserve the right to carry out a post-payment audit and technical examination of the work and final bill including all supporting vouchers, abstract etc., and to enforce recovery of any sums becoming due as a result thereof in the manner provided in the proceeding sub-paragraphs provided however that no such recovery shall be enforced after three years of passing the final bill.

#### 57. REFUND OF SECURITY DEPOSIT :

50% of the Security Deposit mentioned in condition 16 above, may be refunded to the contractor in respect of all contracts on completion of work and after payment of final bill and the balance 50% on expiry of the maintenance period, (described under clause 23) provided the contractor shall have rendered a "No Demand Certificate." In case of works where maintenance period is not involved 100% of the security deposit may be refunded after payment of final bill provided that the contractor shall have rendered a "No Demand Certificate".

#### 58. ARBITRATION :

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on 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, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Managing Director/Chief Engineer of BHEL and if the Managing Director/Chief Engineer is unable or unwilling to act, to the sole arbitration of some other person appointed by the Managing Director/General Manager/Chief Engineer, willing to act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Sr. M/P./D.C.E./Sr. E/C. is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred by vacating his office or being unable to act for any reason, such Managing Director/General Manager/Chief Engineer as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the state at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the Contract shall, if reasonable possible, continue during the arbitration proceedings and no payment due to payable to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The Venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding all parties to this contract.

**ANNEXURE - ' A '**  
**B H E L CONTRACTOR'S LABOUR REGULATIONS.**  
(See condition 20)

**1. DEFINITION:**

In these regulations, unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them.

- a) " Labour " means workers employed by a contractor directly or indirectly through a sub-contractor, or by an agent on his behalf on a payment not exceeding Rs. 500/- per month.
- b) " Fair Wage " means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece work, after taking in to consideration prevailing market rates for similar employment in the neighbourhood but shall not be less than the minimum rates of wages fixed under the Minimum wages Act.
- c) " Contractor " for the purpose of these Regulations shall include an agent or sub-contractor employing labour on the work taken on contract.
- d) " Inspecting Officer " means any Labour Enforcement Officer or Assistant Labour Commissioner of the Chief Labour Commissioner's organization.
- e) " Form means a form appended to these Regulations.

**2. NOTICE OF COMMENCEMENT :**

The Contractor shall, within seven days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information, with copy to the Engineer-in charge.

- a) Name and situation of the work.
  - b) Contractor's name and address.
  - c) Particulars of the Department for which the work is undertaken.
  - d) Name and address of sub-contractors as and when they are appointed.
  - e) Commencement and probable duration of the work.
  - f) Number of workers employed and likely to be employed.
  - g) ' Fair Wages ' for different categories of workers.
3. i) Number of hours which shall constitute a normal working day. The Number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that of intervals, if any for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than Forty Eight hours in any week he shall in respect of overtime work, be paid wages at double the ordinary rate of wages.
- ii) Weekly day of rest : Every worker shall be given a weekly day of rest which shall be fixed and notified atleast ten days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substitution rest day, on one of the five days immediately before or after the rest day, Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.
- Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

**NOTE :**

The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.

**4. DISPLAY OF NOTICE REGARDING WAGES, WEEKLY DAY OF REST ETC.**

The Contractor shall before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian languages, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy of each of such notice to the Inspecting Officers and the Engineer-in-charge.

#### 5. FIXATION OF WAGE PERIODS :

The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall normally exceed one week.

#### 6. PAYMENT OF WAGES :

- i) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coins or currency or in both.
- ii) Wages of every worker employed on the contract shall be paid where the wage period is one week, within three days from the end of the wage period, and in any other case before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers does not exceed 1,000 or exceeds 1000.
- iii) When employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.
- iv) Payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period, in which case final payment shall be made at the work site within 48 hours of the last working day and during normal working time.

Note:

The term "Working day" means a day on which the work, on which labour is employed, is in progress.

#### 7. REGISTER OF WORKMEN:

A register of workmen shall be maintained in the form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workmen shall be entered therein within three days of his employment.

#### 8. EMPLOYMENT CARD :

The contractor shall issue an employment card in the form appended to these regulations to each worker on the day of work or entry into his employment. If a worker has already any such card with him issued by the previous employer the contractor shall merely endorse that employment card with relevant entries. On termination of employment the employment card shall again be endorsed by the Contractor and returned to the worker.

#### 9. REGISTER OF WAGES ETC :

- i) A register of wages-cum-muster roll in the form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- ii) A wage slip in the form appended to these regulations shall be issued to every worker employed by the contractor atleast a day prior to disbursement of wages.

#### 10. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES :

- i) Wages of worker shall be paid to him without any deductions 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) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default ;
  - d) Deductions for recovery of advances or for adjustment of over payment of wages. Advances granted shall be entered in a register; and

- e) Any other deduction which the BHEL may from time to time allow.
  - ii) No fines shall be imposed on a worker save in respect of such acts and omissions on his part as have been approved by the chief Labour Commissioner.
  - iii) No fine shall be imposed on a worker and no deductions for damage for loss shall be made from his wages until the worker has been given an opportunity of showing-cause against such fines or deductions.
  - iv) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in rupee of the wages payable to him in respect of that wage period.
  - v) No fine imposed on a worker shall be recovered from him in instalments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect which it was imposed.
  - vi) The contractor shall maintain both in English and the local Indian language a list, approved by the Chief Labour Commissioner, clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in good condition in a conspicuous place on the work site.
  - vii) The contractor shall maintain a register of fines and the register of deductions for damage or loss in the forms appended to these regulations which should be kept at the place of work.
- 11
- a) Full particulars of the labourers who met with the accident.
  - b) Rates 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 workman'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.

11 Register of Accidents. 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 :-

## 12. PRESERVATION OF REGISTERS :

The Register of workmen and the Register of wages-Cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.

## 13. ENFORCEMENT :

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

#### 14. DISPOSAL OF AMOUNTS RECOVERED FROM THE CONTRACTORS :

The Engineer-in-charge shall arrange payment to workers concerned within forty-five days from receipt of a report from the Inspecting Officer except in cases where the contractor had made an appeal under Regulation, 16. of these regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-in-charge, wherever such payments arise, within thirty days from the date of receipt of the decision of the Regional Labour Commissioner (R.L.C.).

#### 15. WELFARE FUND :

All Moneys that are recovered by the Engineer-in-charge by way of workers' due which could not be disbursed to workers within the time-limit prescribed above, due to reasons such as whereabouts or workers not being known, death of a worker, etc. and also amounts recovered as penalty, shall be credited to a fund to be kept under the custody of B H E L for such benefit and welfare of workman employed by contractors.

#### 16. APPEAL AGAINST DECISION OF INSPECTING OFFICER

Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Regional Labour Commissioner concerned within Thirty days from the date of decision, forwarding simultaneously a copy of his appeal to the Engineer-in-charge. The decision of the Regional Labour Commissioner shall be final and binding upon the contractor and the workmen.

#### 17. REPRESENTATION OF PARTIES :

- i) A workmen shall be entitled to be represented in any investigation or enquiry under these Regulations by an officer of a registered trade union of which the said trade union is affiliated or where the workman is not a member of any registered trade union, by an officer of a registered trade union, connected with, or any other workmen employed in, the industry in which the worker is employed.
- ii) A Contractor shall be entitled to be represented in any investigation or enquiry under these Regulations by an Officer of an association of contractors of which he is member or by an officer of a Federation of associations of contractors to which the said association is affiliated or where the contractor is not a member of any association of employers, connected with, or by any other employer engaged in the industry in which the contractor is engaged.
- iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

#### 18. INSPECTION OF BOOKS AND OTHER DOCUMENTS :

The contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by inspecting officers and the engineer-in-charge or his authorised representative at any time and by the worker or his agent on receipt of due notice at a convenient time.

#### 19. INTERPRETATION ETC:

On any question as to the application, interpretation or effect of these Regulations, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.

#### 20. AMENDMENTS :

Central Government may, from time to time, add to or amend the Contractor's Labour Regulations and issue such directions as it may consider necessary for the proper implementation of the Contractor's Labour Regulations for the purpose of removing any difficulty which may arise in the administration thereof based on

**BHEL SAFETY CODE**

(See condition 20)

1. Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used one extra man shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
2. Scaffolding or staging more than 3.25 meters above the ground or floor, swing or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 metre high above the floor or platform of such scaffolding or staging and extending along with the entire length of the outside and ends thereof with only such openings 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 platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairway is more than 3.25 metres above ground level or floor level it shall be closely boarded, have adequate width and be suitably fenced, as described in 2 above.
4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 metre.
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between side rails in a rung ladder shall in no case be less than 30cm. for ladders upto and including 3 meters in length. For longer ladders this width shall be increased by atleast 6mm for each additional 30cm. of length. Uniform step spacing shall not exceed 30 cm.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites 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 public from accidents and shall be bound to bear expenses of defence of every suit action or other proceedings at law that may be brought by any person for injury sustaining owing to neglect of the above precautions, and pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

**6. EXCAVATION AND TRENCHING :**

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

**7. DEMOLITION :**

Before any demolition work is commenced and also during the process of the work.

- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected;
- b) No electric cable or apparatus which is liable to be source of danger over a cable or apparatus used by operator shall remain electrically charged.

- c) All practical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion or No floor, roof or other part of a 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 shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Workers employed on mixing asphaltic materials cement and lime mortars/concrete shall be provided with protective footwear and protective goggles.
  - b) Those engaged in handling any materials which is injurious to the eye shall be provided with protective goggles.
  - c) Those engaged in welding works shall be provided with welder's protective eye shields.
  - d) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - e) when workers are employed in sewere and manholes which are in use, the contractor shall ensure that manholes covers are opened and manholes are ventilated atleast for an hour before workers are allowed to get in to them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
  - f) The contractor shall not employ men below the age of 18 and women on the work of painting with products containg lead in any form. Whenever men above the age of 18 or employed on the work of lead painting the following precautions shall be taken.
    - i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
    - ii) Suitable face masks shall be supplied by the contractor for use by workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
    - iii) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and cessation of work.
9. When work is done near any where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
10. Use of hoisting machine and tackles including their attachments, anchorage and supports shall conform to the following :
- a) i) These shall be of good mechanical construction, sound material and adequate strength and free from defects and shall be kept in good repair and in good working order.
  - ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be durable quality and adequate strength, and free from defects.
  - b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be incharge of any hoisting machine including any scaffolding winch or give signals to operator.
  - c) In case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension safe working load shall be ascertained by

load plainly marked thereon. In case of a hoisting machine having a variable safe working load, each safe working load, and the conditions 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.

10. d) In case of departmental machine, safe working load shall be notified by the Engineer-in-charge. As regards contractors machines the contractor shall notify safe working load of each machine to the Engineer-in-charge whenever he brings it to site of work and get it verified by the Engineer-in-charge.
11. Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, working apparel such as gloves, sleeves, and boots, as may be necessary shall be provided. Workers shall not wear any rings, watches carry keys or other materials which are good conductors of electricity.
12. All scaffolding, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near the places of work.
13. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the workspot. Persons responsible for ensuring compliance with the safety code shall be named there on by the contractor.
14. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open to inspection by the Engineer-in-charge or his representative and the inspection officers as defined in the contractor's Labour Regulations.
15. Notwithstanding the above conditions 1 to 14, the Contractor is not exempted from the operation of any other Act or Rule in force.

# FORM OF EMPLOYMENT CARD

(Regulation 8)

(i) Name and Sex of the worker : .....

(ii) Father's/Husband's Name : .....

(iii) Address : .....

(iv) Age or date of birth : .....

(v) Identification marks : .....

Particulars of next of kin (wife/husband and children, if any, or dependent next of kin in case the worker has no wife/husband or child) : .....

Name : .....

Full address of dependents : .....

(Specify village, Dist., and State) : .....

Sl. No.	Name and address of Employer (Specify whether a contractor or a sub-contractor.	Particulars of location of work, site and description of work done.	Total period for which the worker is employed (from to)	Actual Number of days worked	Leave taken (No. of days should be specified)	Nature of work done by the worker	Wage rate with particulars of unit in case of piece	Total wages earned by the worker during the period shown under col. 5.	Remarks.	Signature of the employer.
1.	2	3	4	5	6	7	8	9	10	11

**N. B.** For a worker employed at one time on one piece-work basis and at another on daily wages, relevant entries in respect of each type of employment should be made separately.

**FORM OF WAGE SLIP**  
**(REGULATION 9)**

(I) Name of the contractor.....

(II) Place.....

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

**CONTRACTOR'S SIGNATURE/  
THUMB IMPRESSION.**

**EMPLOYEES' SIGNATURE/  
THUMB IMPRESSION.**

11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20







