

**TERMS AND CONDITIONS****Tender Reference No.: EDN/JC/SCPV/15-17/01.****Name of work:**

“JOB CONTRACT FOR MATERIAL MOVEMENT, CLEANING, SHIFTING & ARRANGEMENT OF PRODUCTION RELATED ITEMS AND OTHER RELATED ACTIVITIES IN SC&PV DEPARTMENT OF BHEL-EDN”

**1. Instructions to Tenderers**

- 1.1 Sealed Tenders for the above work are hereby invited from the Contractors experienced in works of similar kind and magnitude.
- 1.2 **Tender shall be submitted in two parts, i.e. (1) Techno-Commercial bid and (2) Price Bid.**

Techno-Commercial bid shall be submitted confirming acceptance to all the clauses indicated in this Tender along with EMD and enclosures as required by the Tender and any other which the Tenderer wish to submit. Tenderers shall also sign each and every page of the Tender document including the Work Instructions attached thereto before submitting Tender. Deviations / variations, if any, to the clauses of the Tender shall be indicated clearly. **These are to be put in one sealed envelope and superscribed with Tender reference and `Techno-Commercial Bid`.**

**Price Bid as per SCHEDULE –G duly filled & signed with seal, must be submitted in another separate sealed envelope superscribed with Tender reference and `Price Bid`. Price bid envelope must contain only the rates. ie.schedule- G which is available as separate file.**

**Sealed envelope of both (1) Techno-Commerical bid and (2) Price bid must be put in a single sealed envelope superscribed with Tender reference and due date must be submitted within the specified date and time.**

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In this regard, if any clarification is required, the Tenderers may contact the officer mentioned here below.

Tenders should be addressed to:

***AGM (SC&PV-Production)  
BHEL, Electronics Division,  
Mysore Road, Bangalore – 560 026.***

**Phone : 26998572, 9448069735  
Email : sivakumar@bheledn.co.in**

The full name and address of the Tenderer and the name of the work with Tender reference should be indicated on the sealed Cover.

All the tenderers may witness the opening of the bids with due authorization of the person witnessing from the authorized signatory of the tenderer.

- 1.3 Address of the Tenderer, the name of the person to whom all the correspondences are to be addressed should be indicated, with telephone number / mobile number (both Office & Residence), e-mail address and fax numbers.
- 1.4 All the entries in the Tender Documents should be in one ink. Eraser and overwritings are not permitted. Cancellations and insertions if any, shall be authenticated by the tenderer by signing and affixing his seal .
- 1.5 Tenderer shall fill in all the required particulars in the blank spaces provided in the Tender documents and also sign at the bottom of each and every page of the Tender document before submitting the Tender.
- 1.6 Unit rate should be quoted in figures as well as in words in Indian Currency only, i.e Rupees and paise with reference to each and for all the items shown in the attached Tender Schedule-G. These rates shall be for the finished work at site. The rates shall include all taxes and duties payable on account of octroi, sales tax, service tax and expenditure

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- incurred on transportation or payment of any additional incentive to the workmen deployed on Works Contract etc and also expenses towards PF & ESI contributions and bonus(as per bonus act). **For the purpose of ascertaining the total cost , unit rate only will be considered and the same only will be multiplied by the number of units to arrive at total.**
- 1.7 As a welfare measure towards his workers who may be deployed under this contract the Tenderer must consider Rs. **30/- per day** per person for Transport Allowance and Rs. 10/- per day per person towards Attendance Bonus and take it into account for the purpose of Estimate and the quoted rate shall be inclusive of the above incentives as well. Further, the Tenderer shall include Washing Allowance @ Rs.75 per month per person payable to his Workers deployed under this contract in the estimation and **quote unit rate inclusive of such allowance.**
- 1.8 *The tenderer shall take notice that workmen engaged under this contract shall be provided with 2 pairs of uniform per annum, 1 pair of shoes covering 2 years period, 2 pairs of socks covering 2 years period, 1 no of toilet soap per person per month by the contractor, as per BHEL norms & terms, **which will be reimbursed by BHEL** against proof of issue in line with BHEL instruction in this regard, which will be communicated in writing separately. Service charge @ 5% will be allowed towards the cost of above items. **This shall be excluded in the unit rates.***
- 1.9 In case the rates quoted in figures differ from those quoted in words, the lower will be taken as the Tendered rate and shall be binding on the Tenderers. The lowest price bid (L1) shall be arrived based on the the total amount for all the activities under the Schedule-G.
- 1.10 In quoting their rates, the Tenderers are advised to take into account all factors including any fluctuations in the market rates in the future. **No claim for the enhanced rates will be entertained on this account after acceptance of the Tender or during the contract period of 2 years.**
- 1.11 The rates to be quoted by the Tenderer shall be firm and shall cover and include all statutory levies and contribution such as ESI, PF etc payable by the contractor for the workers he may deploy to carry out the job. [Under various enactments passed by Parliament or by the State legislature and Rules framed thereunder]. The rates shall further be

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deemed to include statutory levies arising from such acts, central or state, which may come into force, subsequent to submission of Tender. The Tenderer shall note that no claim for enhancement of rates on the ground that existing statutory levies have been increased or those new statutory levies have come into effect after submission of Tender, or on any other ground, will be entertained. **The rate quoted should be inclusive of all taxes arising on the transaction. If BHEL is required to discharge the liabilities of any taxes on the transaction like TDS(IT),TDS(WCT), Service Tax under reverse charge mechanism or any other similar taxes, which is or become payable by BHEL, the same shall be deducted from the bills of the contractor.**

- 1.12 The rates quoted in the Tender shall remain valid for a period of three months from the date of opening of the Tender.
- 1.13 Tenderer shall not increase their quoted rates, once the Tenderer has submitted his quotation and during execution of the contract, in case his Tender is accepted.
- 1.14 Before submission of Tender, the Tenderers are necessarily advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to position of the materials and labour. Pre bid meeting delebrating aspects involved in Job contract can be arranged on request to ensure proper understanding by the Tenderers who wish to participate. **They should be well versed with BHEL General Conditions of Contract (which is available as separate file namely GENERAL CONDITIONS OF CONTRACT) , Instructions to Tenderers, specifications and all other documents, which form part of the Agreement to be entered into subsequent to award of work.** The Tenderer shall specifically note that it is Tenderer's responsibility to provide any item, which is not specifically mentioned in this specification but which is necessary to complete the work.
- 1.15 Details and quantities of each item of work shown in the Tender schedule attached hereto are only approximate. They are given as a guideline for the purpose of Tendering only and are liable to variations and alterations at the discretion of the competent authority without entitling the contractor to any compensation through out the contract period of two

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years from the date of commencement of work, provided the total value of the contract does not vary by more than 20%. The work under each item as executed shall be measured and paid at the corresponding rates to be quoted by the Tenderer in the Tender schedule G attached hereto. It shall not be based on number of persons deployed or on any other criteria.

- 1.16** Please note that our normal working hours are from 07.30 A.M. to 04.36 P.M. from Monday to Friday & 07.30 A.M. to 12.30 P.M. on Saturdays. **However, depending upon work load, the factory may operate in staggered and night shifts also and the Tenderer will be required to deploy their labour accordingly, if so directed.**

**1.17 ESSENTIAL ELIGIBILITY CRITERIA FOR THE TENDER**

- A) The Tenderer should have experience of at least THREE (3) years in executing labour contracts, which is considered to be similar work, preferably in large organizations.
- B) The Tenderer should have successfully completed similar works during the last 7 (seven) years from submission of Tender as per the details hereunder (copy of the completion certificate to be enclosed)
- a) Three similar completed works (each not less than 40% of the estimated value of this Tender) or
- b) Two similar completed works (each not less than 50% of the estimated value of this Tender) or
- c) One similar completed works (not less than 80% of the estimated value of this Tender)
- C) The Tenderer should have a legal status such as that of a Proprietary concern, Partnership firm, Company etc. The Tenderer should have been registered under relevant Act for carrying out the nature of work for which this Tender is invited.
- D) The average annual turnover of the Tenderer for last three years from submission of Tender should be at least 30% of the estimated value of

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this Tender. The tenderer is requested to submit copy of IT returns for the last 3 year or statement of accounts certified by a qualified chartered accountant for the last 3 years along with the offer as evidence.

- E) The Tenderer should have PAN/TAN/TIN.
- F) The Tenderer should have ESI, PF and Service Tax registration number allotted in its name. The letters issued by the concerned authorities should be enclosed with the Technical Bid of the Tender to evidence such registration.
- G) The Tenderer should submit EMD along with Technical Bid. Offers without EMD is liable for rejection.**

The Tenderers should have categorically confirmed acceptance of all the Tender terms and condition including the payment terms. On non-compliance / conformity of the above, offer is liable for rejection. BHEL reserves right to go in for reverse auction.

**2. Terms and Conditions**

- 2.1 This Tender is for “**JOB CONTRACT FOR MATERIAL MOVEMENT, CLEANING, SHIFTING & ARRANGEMENT OF PRODUCTION RELATED ITEMS AND OTHER PRODUCTION RELATED ACTIVITIES IN SC&PV DEPT OF BHEL-EDN**”, for a period of **TWO YEARS** from the date of awarding the Tender.
- 2.2 **The Tenderer shall deposit Earnest Money Deposit (EMD) for the value as indicated in ‘NOTICE INVITING TENDER’ along with the Tender document.** When the work is awarded to the lowest Tenderer the amount of EMD will be adjusted against the security deposit payable by the contractor. The EMD shall be in the form of demand draft from any nationalised bank or from a scheduled bank drawn in favour of “**Bharat Heavy Electricals Ltd, Electronics Division, Bangalore**”.

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2.2.1 EMD by the Tenderer will be forfeited as per Tender Documents if

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increases his earlier quoted rates.
- ii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent regarding such period then within 15 days after award of contract.

EMD given by all unsuccessful Tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful Tenderer.

2.2.2 EMD shall not carry any interest.

2.2.3 The contractor shall deposit an amount of **Rs 4,00,000.00 (Rupees Four Lakh) plus 5% of the contract value exceeding 50,00,000.00 (Rupees Fifty Lakh)** as **security deposit** with BHEL as per Works Policy **valid for 30 months** from the date of commencement of contract in the form of cash(as permissible under Income Tax Act) , pay order , Demad Draft , local cheque ( subject to realization) from a nationalized bank in the name of BHEL. Securities available from Post offices such as national savings certificates, Kissan Vikas Patras etc., (Certificates shall be held in the name of the contractaor furnishing the security and duly pledged in favour of BHEL-EDN Bangalore and discharged on the back), 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% shall be remitted either by cash or in the form of security. The Bank Guarantee format shall have the approval of BHEL EDN. Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined under the Companies Act 1956. The FDR should be in the name of the “Contractor A/c BHEL”, duly discharged on the back. The contractor should deposit minimum 50% of the security deposit before start of the work and balance 50% may be recovered at the rate of 10%

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from the running bills. EMD of the successful Tenderer can be converted and adjusted against security deposit in case of payment of EMD is in the form of Cash, pay order or DD as mentioned above. However, in such cases the contractor shall make good of the deficit, so that 50% of the security deposit is ensured before commencement of the work.

- 2.3 The Security deposit will be forfeited and credited to BHEL in the event of breach of any of the terms and conditions of this contract by the Contractor.
- 2.4 The Security deposit will be refunded to the contractor by BHEL after adjusting any sums due to BHEL from the Contractor or under any other contract with this Division or any other sister division of BHEL, upon the fulfilment of the contract and the Contractor furnishing No Demand and No Due Certificate from ESIC, EPFO to the effect that there is no claim or demand in respect of the contract executed.
- 2.5 The Payment will be made to the Contractor on the basis of work carried out, keeping in view the Unit of measurement. In case, the same persons deployed by the contractor, are permitted by him to continue to work beyond normal working hours, for any reasons whatsoever, contractor in such cases shall pay them the wage rates applicable under the Factories Act at contractors cost. **In other words no overtime (OT) payment will be made by BHEL, as the payment is on “Unit Rate Basis”.**
- 2.6 **Terms of Payment:** The payment will be made on the basis of Quantum of work done, based on Unit rate and within 30 days from the date of submission of bills, duly certified by BHEL Engineer-In-charge. Bills should be submitted along with all necessary documents, challans for ESI /PF and returns etc. as applicable under contractor’s statutory liability and this contract.
- 2.7 If the tenderer backs out after submission of the tender or after acceptance of tender or fails to start the work as per contract terms, his

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- EMD / Security Deposit will be forfeited and award of the contract will be cancelled.
- 2.8 The tenderer shall furnish a solvency certificate for an amount of Rs 10,00,000/- (Ten lakhs only).

**3 Contractor's Obligations:**

Contractor shall decide the number of workmen to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by Engineer-In-charge. The Contractor shall be fully responsible for the work awarded to him.

- 3.1 Contractor shall depute a supervisor to supervise work to be carried out by his workmen. The work shall be executed as per work instructions and to the satisfaction of Engineer-In-charge.
- 3.2 Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.
- 3.3 Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).
- 3.4 Contractor shall provide employment card / identity card with photograph duly verified and attested by the Contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary / partnership firm / Company, place of work, contact number and duration of validity of the card etc. in such identity card.
- 3.5 Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/ misbehaviour

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- by any employee, the contractor will replace such employee(s) immediately.
- 3.6 Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job; nor shall sub-contract the job without prior written permission from BHEL-EDN.
- 3.7 Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders & his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
- 3.8 The contractor shall be responsible for enforcing all safety regulations as applicable strictly ensure wearing of safety equipments by them inside the factory. BHEL may provide hand gloves & consumables, material handling equipment etc. wherever required.
- 3.9 The contractor has to provide a distinct uniform different from BHEL employees. The uniform should have logo of the contractors firm / company. The uniform shall be in neat, tidy and wearable condition.
- 3.10 Contractor to ensure that all precautions are taken for safety of his employees. The contractor shall be responsible for enforcing all safety regulations as applicable, while undertaking the work Tendered inside the factory.
- 3.11 In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipments, if any; from the establishment of BHEL.
- 3.12 Contractor shall take necessary insurance policy for his workmen to cover workmen's compensation and accidental cover as may be applicable.

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- 3.13 BHEL will provide consumables, material handling equipments etc. where ever applicable.
- 3.14 Out of total contract workers deployed, persons meant to carry out Job of material handling/movement by material handling equipments such as fork lift truck should possess valid 4 wheeler driving licence (LMV)with work experience for performing material handling activities within factory premises with BHEL EDN's material handling equipments.

**4 Contractor's statutory liability:**

- 4.1 All statutory requirements under Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Service Tax rules and all other applicable Acts and rules shall be complied with by the contractor.
- 4.2 Contractor shall comply with all statutory requirements, Rules, Regulations, and Notifications issued from time to time by the concerned authorities in relation to employment of his employees.
- 4.3 **Contractor shall ensure payment of statutory prescribed minimum wages by paying BHEL EDN notified wages as applicable to his employees deployed in the work from time to time and maintain proper records of their timely disbursement. The notification of BHEL-EDN wages may be obtained by the contractor to be aware / conversant to the same. The periodic revision of this wages shall be noted by the contractor from time to time and the payment to his workers shall at no point of time be less than these minimum rates. For information, the BHEL minimum wage rates during last 4 biannual revisions are shown in the table below to envisage the trend in fluctuations of wages. However, this trend may vary and the Contractor shall pay according to BHEL – EDN Wage Rate.**

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BHEL Rates Notified during last Two years periods

Category	Wages per day		
	01-04-13 to to 31-03-14	01-04-14 to 31-03-15	From 01.04.15
USW	310.00	331.91	Rs 397.68
SSW	323.97	345.88	419.35
SW	340.12	362.03	443.19
HSW	-	380.62	469.97

**Note: BHEL – EDN Notified wage rates are revised every six months**

**BHEL reserves the right to advise the contractor to afford any further welfare facility in future (over & above the wage rates envisaged and also allowances under para 1.7 above) on reimbursement basis, for the employees of the contractor to defray their essential expenses.**

- 4.4 Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPFCL.
- 4.5 Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. card of each employee.
- 4.6 Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees.
- 4.7 Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- 4.8 Contractor shall be solely responsible for non payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
- 4.9 In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for what so ever reason, the security deposit /other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

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- 4.10 Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 4.11 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.
- 4.12 Contractor shall obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. BHEL shall not be responsible for any losses, damages to the contractor or to his employees.
- 4.13 Contractor should ensure that the employees allowed entering BHEL premises shall be covered under independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes. **The contractor shall also indicate ESI No., PF No., Service Tax No. in the techno-commercial bid.**
- 4.14 Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractors.
- 4.15 Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.
- 4.16 Contractor shall observe provisions of Factories Act in respect of working hours, holidays, rest intervals, leaves and overtime to his employees who may be deployed in BHEL premises & maintenance of necessary registers, forms and statutory formats which shall be always available for inspection by BHEL or factory in separate. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission from BHEL.

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- 4.17 Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL.
- 4.18 Contractor shall obtain license under CL (R&A) Act, 1970.
- 4.19 **All the Contractors will have to produce documentary evidence of being a Income Tax Assesse. Income Tax Permanent Account No (IT PAN No) and Tax Deduction Account No (TAN) or Income Tax Clearance Certificate (ITCC ) shall be enclosed with the techno-commercial bid .**

**GENERAL TERMS & CONDITONS**

- 5 Engineer-In-charge shall give overall instruction to the contractor or his authorized representative for the jobs to be carried out. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.
- 5.1 The contractor shall maintain regular contact with the designated Engineer – In – Charge of BHEL and will interact on matters relating to the work awarded under this contract.
- 5.2 In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any

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money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss.

- 5.4 The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.
- 5.5 Notwithstanding anything contained in this agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- 5.6 The contractor shall commence the work immediately on receipt of the order and the contract shall remain valid for a period of TWO YEARS from the date of issue of Job contract. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

**6. ARBITRATION AND GOVERNING LAW**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the Rules made thereunder. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of unit of BHEL-EDN. Job with the BHEL will not be a disqualification for appointment as arbitrator. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be Bangalore. The award to be given by the arbitration shall be a speaking award.

**7. Signature of the Parties**

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A contract agreement needs to be executed as per BHEL format on non-judicial stamp paper of Rs 100/- to be purchased by the contractor. It should be signed with seal of the firm / company and witnessed.

In addition to above condition, any general terms and condition of BHEL which are relevant to this contract shall be applicable.

For BHEL

For Contractor

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## Terms and Conditions

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### **GENERAL SAFETY PRECAUTIONS WHILE ON WORK**

#### **A) Do:**

1. Use proper hand gloves, masks, goggles while handling chemicals such as Iso-propyle alcohol, thinner, flux, conformal coating ( lacquer ), solder paste.
2. Use heat resistant gloves while cleaning near wave solder machine, temperature cycling Machines (dry chambers).
3. Use safety goggles while cleaning near wave solder bath.
4. Wash thoroughly with water, the affected part of the body in case of splashes of chemicals.
5. Open cautiously a container, be alert for sprays or splashes of acids/alkalies.
6. Treat all liquids as dangerous, until you know that they are safe.
7. Handle very carefully the bottles / containers which have no labels.
8. Always wash hands and other exposed skin areas after using chemicals, upon exiting the chemical use area, and before eating or drinking.
9. When cleaning, use nonflammable solvents.
10. Before handling any chemical check with MSDS for the safety precautions required.
11. Store chemicals in stable racks in clearly marked containers and in designated areas.
12. Always leave gangways between stacks, between stacks and walls.
13. Keep all combustible materials away from any kind of heat source.
14. Make sure that your route is clear of obstacles.
15. When going down a ramp, keep the load in front.
16. Keep gangways clear and unobstructed.
17. Keep your work area clean and dry.
18. Undergo periodical medical checkup for health monitoring.

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**B) Don't:**

1. Do not eat, drink, chew gum, or store food, beverages, or medications in areas where chemicals are used or stored.
2. Do not smell or taste chemicals.
3. Do not keep materials / tools / components projecting into gangways / aisles.
4. Do not store / stack materials in front of electrical control panels/ switches and fire extinguishers.
5. Do not store inflammable near any electrical switch boards/ cubicles.
6. Do not throw cotton waste soaked with inflammable liquids/ solvents/ chemicals in drains or room corners.
7. Do not use solvents to clean hands after work.
8. Do not use thinner to clean floors.
9. Do not block exits, fire extinguishers.
10. Do not store projecting material near gangways.
11. Do not carry a load, which is too heavy for you. Get help if the load is too heavy.
12. Do not carry a load that obstructs the view ahead.
13. Do not pull a hand truck, but push it.

**Note :** The above list is only indicative and not exhaustive. Regarding various safety precautions to be taken, follow your Superior's instructions.



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The Job contractor shall maintain following Registers under  
 **Contract Labour (Regulation and Abolition) (Central) Rules, 1971 / other Acts applicable.**

- 1.) Muster Roll – Form No. (XVI)
- 2.) Register of Workmen Employed by Contractor – Form No. (XIII)
- 3.) Wage Register – Form No. (XVII)
- 4.) Register of Over Time – Form No. (XXIII)
- 5.) Register of Fines – Form No. (XXI)
- 6.) Register of Advance – Form No. (XXII)
- 7.) Register of Wages cum Muster Roll – Form No. (XVIII)
- 8.) Wage Slips – Form No. (XIX)
- 9.) Employment Cards – Form No. (XIV)
- 10.) Register of Deduction for Damage of Loss – Form No. (XX)
- 11.) Service Certificate – Form No. (XV)
- 12.) Registers under Equal Remuneration Act
- 13.) Leave with wages – Form No. 14 under Karnataka Factories Rules 1969
- 14.) Bonus Register – Form C under payment of Bonus Rules 1975
- 15.) Accident Register
- 16.) ESI/PF challan, records, Registers and returns under ESI/PF Acts.
- 17.) Any other records / registers required to be maintained by the contractors under statutory provisions applicable to him

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**ELECTRONICS DIVISION**

EDN/JC/SCPV/15-17/T&C/01

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SCHEDULE -G - ESTIMATE FOR 2015-17 FOR SC&PV DEPT. TENDER REF DOC NO: EDN/JC/SCPV/2015-17/01													
Sl.No.	Activity	Category	Location	Frequency	Quantum of work /Frequency	Unit of work	Estimated time per unit (in Min)	Total manhours reqd	Unit of Measurement	Quantum of Work per Year	Rate Per Unit work in Figures (Rs.)	Rate Per Unit work in Words(Rs.)	Total Amount in (Rs.)
1	2	3	4	5	6	7	8	9.00	12	14			
								$((8)/(12)) \times (6)/60$					
1	PACKING & MOVING OF PV CELLS FROM STORES AREA TO PRODN SHOP (BULDING 13 &16)	USW	PV	Daily	2	Trip	36	1.00	1	602			
2	UNPACKING , PUTTING IN PALLETS & MOVING OF 220W/270W GLASS FROM STORES AREA TO PRODN SHOP	USW	PV	Daily	5	Trip	36	4.00	1	1505			
3	MOVING OF EVA ROLLS FROM STORES AREA TO PRODN SHOP (BULDING 13 &16)	USW	PV	Daily	1	Trip	39	1.00	1	301			
4	MOVING OF TEDLAR ROLLS FROM STORES AREA TO PRODN SHOP (BULDING 13 &16)	USW	PV	Daily	1	Trip	39	1.00	1	301			
5	MOVING OF TERMINAL BOXES FROM STORES AREA TO PRODN SHOP (BULDING 13 &16)	USW	PV	Daily	1	Trip	41	1.00	1	301			
6	MOVING OF BUS BAR AND INTER CONNECTS FROM STORES AREA TO PRODN SHOP (BULDING 13 &16)	USW	PV	Daily	1	Trip	39	1.00	1	301			
7	UNPACKING & MOVING OF AL FRAMES FROM STORES AREA TO PRODN SHOP (BULDING 13 &16)	USW	PV	Daily	1	Trip	41	1.00	1	301			
8	Moving of laminates from building 16 to building 13's framing area	USW	PV	Daily	2	Trip	39	1.80	1	602			
9	Moving of laminates from automatic line to first floor framing area in building 13	USW	PV	Daily	2	Trip	23	2.24	1	602			
10	MOVING OF FRAMED MODULES FROM FRAMING AREA TO QC TESTING AREA	USW	PV	Daily	500	Nos	0	0.62	1	150500			
11	CLEANING OF PV MODULES 220W/270W	USW	PV	Daily	500	Nos	4	35.00	1	150500			
14	MOVING OF QC PASSED MODULES TO DISPATCH AREA& STORAGE AREA	USW	PV	Daily	500	Nos	0	0.45	1	150500			
15	PACKING & MOVING OF CELLS FROM CELL PRODN AREA TO CELL STORAGE AREA (BULDING 16)	USW	PV	Daily	7500	Nos	5	6.74	100	2257500			

SCHEDULE -G - ESTIMATE FOR 2015-17 FOR SC&PV DEPT. TENDER REF DOC NO: EDN/JC/SCPV/2015-17/01													
Sl.No.	Activity	Category	Location	Frequency	Quantum of work /Frequency	Unit of work	Estimated time per unit (in Min)	Total manhours reqd	Unit of Measurement	Quantum of Work per Year	Rate Per Unit work in Figures (Rs.)	Rate Per Unit work in Words(Rs.)	Total Amount in (Rs.)
1	2	3	4	5	6	7	8	9.00	12	14			
17	MOVING OF CELLS TO DISPATCH AREA AND TO SUBVENDORS	USW	PV	Daily	2	Trips	23	0.81	1	602			
18	CLEANING OF DEVICES BEFORE QC INSPECTION	USW	PV	weekly	1	Trip	30	0.90	1	301			
19	MOVING AND CLEANINGOF PACKING BOXES TO DEVICE PACKING AREA	USW	SC	Daily	70	Nos	1	1.00	1	21070			
20	CLEANING OF DEVICE'S HEAT SINK	USW	SC	Daily	70	Nos	1	2.00	1	21070			
21	PACKING OF DEVICES	USW	SC	Weekly	2	Nos	8	0.45	1	602			
22	MOVING OF QC PASSED DEVICES TO DESPATCH AREA& EDN STORES	USW	SC	Daily	70	Nos	1	1.05	1	21070			
23	PACKING OF DEVICES MATERIALS FOR SUBCONTRACTING	USW	SC	Daily	70	Nos	1	2.09	1	21070			
24	MOVING OF SUB CONTRACTING MATERIALS TO THE SECURITY GATE	USW	SC	Daily	70	Nos	1	1.05	1	21070			
25	MOVING OF SUB CONTRACTING MATERIALS FROM THE SECURITY GATE TO SHOP FLOOR	USW	SC	Daily	2	Trip	23	0.67	1	602			
26	MOVING OF CHEMICALS FROM IMS STORES AND TRANSPORT THE SAME TO RESPECTIVE SHOPS OF PV & DEVICES	USW	SC	Daily	1	Trip	45	0.67	1	301			
27	MOVING OF WAFERS ,PASTES TO CELL AREA	USW	SC&PV	Daily	1	Nos	30	0.45	1	301			
28	MOVING OF MATERIAL FROM GI TO SHOP FLOOR/STORES ON A CASE TO CASE BASIS	USW	PV	Daily	1	Nos	10	0.15	1	301			
29	MOVING OF LPG CYLINDERS FROM LPG STORAGE SPACE (NEAR CANTEEN) TO THE PV ARC STORAGE AREA AND VICEVERSA	USW	SC&PV	Daily	1	Trips	30	0.45	1	301			

SCHEDULE -G - ESTIMATE FOR 2015-17 FOR SC&PV DEPT. TENDER REF DOC NO: EDN/JC/SCP/2015-17/01													
Sl.No.	Activity	Category	Location	Frequency	Quantum of work /Frequency	Unit of work	Estimated time per unit (in Min)	Total manhours reqd	Unit of Measurement	Quantum of Work per Year	Rate Per Unit work in Figures (Rs.)	Rate Per Unit work in Words(Rs.)	Total Amount in (Rs.)
1	2	3	4	5	6	7	8	9.00	12	14			
30	MOVING OF GAS CYLINDERS HELIUM, C2F2,H2, FREON, SILANE, AMMONIA, ARGON AND MIXED GAS TO THE RESPECTIVE SHOP FLOOR AREA	USW	PV	Weekly	2	Trips	30	0.90	1	602			
31	DISTRIBUTION OF FILES AND PAPERS	USW	SC&PV	Weekly	6	Trips	23	1.00	1	1806			
32	COLLECTION OF SHOP FLOOR WASTES , ADDITIONAL SWEEPING AND MOPPING OF PV SHOP FLOOR BLDG-16 &13 TO MAINTAIN DUST FREE ENVIRONMENT AND SENDING THE WASTE TO	USW	SC&PV	Daily	1	Trips	120	7.00	1	301			
33	Maintenance of office ( Cleaning of tables & other items , photo copying, filing of documents, serving beverages , cleanig of Conference hall and miscellaneous works).	USW	PV	Daily	480	SqMtr	1	7.00	1	144480			
34	Arranging of Materials in Holding stores viz. Unpacking incoming materials , arranging the materials in storage racks/bins , retrieval of materials from racks/bins etc.	USW	SC&PV	Daily	1	Nos	240	6.00	1	301			
35	ADDITIONAL SWEEPING AND MOPPING OF DEVICES SHOP FLOOR ( DIFUSSION,ASSEMBLY AND ALLOYING AREA ) TO MAINTAIN DUST FREE ENVIRONMENT AND MAINTENACE OF ACCESSORIES	USW	SC&PV	Daily	1	Nos	240	6.00	1	301			
36	SUPERVISION	SW	PV	Daily	3	Nos	480	32.00	1	903			
37	MOVEMENT OF MATERIALS AND FINISHED GOODS WITH THE HELP OF MATERIAL HANDLING EQUIPMENTS PROVIDED BY BHEL.	SSW	SC&PV	Daily	1	Nos	480	16.00	1	301			
38	Operator for loading trucks using fork lift/material handling equipment	SW	SC&PV	Daily	1	Nos	480	16.00	1	301			
											TOTAL-->		

**BHARAT HEAVY ELECTRICALS LIMITED**  
**ELECTRONICS DIVISION**  
**BANGALORE – 560026**

**GENERAL CONDITIONS OF CONTRACT**  
**FOR**  
**LUMP-SUM, ITEM-RATE AND PERCENTAGE**  
**CONTRACT**

**REVISED GENERAL CONDITIONS OF CONTRACT w.e. f. 1-4-1975**

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## 1.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 document referred to therein including general and Special Conditions of Contract, Schedules ‘G’.
- b) The “TENDER DOCUMENTS” means the form of tender, the applicable schedules ‘G ‘, General and Special conditions of contract and the specifications and / or instructions 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 instructions and specifications as may be issued from time to time to the Contractor by the Engineer- in- charge within the powers conferred upon them, including all modified or additional works and obligations to be carried out 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 .
- 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 “Engineer – in – charge” means the Engineer deputed by Manager to supervise the work, or part of the work.
- g) “BHARAT HEAVY ELECTRICALS LIMITED” hereinafter referred to as BHEL Shall mean the board of directors, Resident Director, General Manager/ Additional General Manager or other Administrative Officers, of the said company authorized to invite tenders and enter into the contracts for works on behalf of “Bharat Heavy Electrical Limited”, unit : Electronics Division, Mysore Road, Bangalore – 26.
- h) 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.
- i) A “WEEK” means seven days without regard to the number of hours worked or not worked in any day in that week.
- j) A”DAY” means a day of 24 (Twenty four) hours irrespective of number of hours worked or not in that day.
- k) 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 recognized by good employers in the trade in the District where the work is carried out or as laid down in the BHEL Regulations.
- l) “DEVIATION ORDER” means an order given by the Manager or Engineer-in-charge to effect an alteration ,addition or deduction, which dose not radically affect the scope of nature of the contract.

## CHAPTER-II

### SCOPE OF CONTRACT

#### 1. HEADING TO THE CONTRACT

The heading to these conditions shall not affect the interpretation thereof

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

The Contract shall, except as provided under Schedules 'G' 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 'G' shall be deemed to have been prepared in accordance with good practice and recognized 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 'G' 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 or from any of his obligations under the contract.

In the case of a discrepancy in Schedule 'G' , the accepting officer shall be the sole deciding authority as to which shall prevail and his decision shall be final and conclusive. If schedule 'G' does not contain any mention of minor details of work, 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 misunderstanding in these respects or otherwise will be allowed.

Authorized personnel of SC&PV shall give instruction to the contractor or his authorized representative for the jobs to be carried out. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor.

Contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.

#### 3. DEVIATIONS:

The contractor shall not make any alteration in addition to or omission from the work as described in schedule 'G' except in pursuance of the written instruction 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.

**4. TIME:**

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

The contractor shall ensure and maintain uninterrupted progress of the work such that the entire work shall be completed within the time specified by engineer-in-charge.

The Contractor shall suspend the execution of the work, or any part or parts there of 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.

**5. STORES AND MATERIALS:**

The contractor shall, at his own expense , supply all stores and materials required for the contract. All stores and materials to be supplied by the Contractor shall be of the best kind .

The contractor shall, at his 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.

**6. DELAY AND EXTENSION OF TIME:**

If, in the opinion of engineer-in-charge 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

by reason of any other cause which in the absolute discretion of the engineer-in-charge (when he is the Accepting Officer of the Contract) beyond the contractors control, then in any such case, the Accepting Officer, on the recommendation of the engineer-in-charge (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 engineer-in-charge 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 engineer-in-charge but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the engineer-in-charge to proceed with the work.

**7. 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) shall be borne by the contractor.

**8. PLANT AND EQUIPMENT:**

The contractor, shall at his own expenses, supply all tools, plant and equipment required for the execution of the contract.

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

The contractor 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.

**a) SUB-CONTRACT:**

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

**10. COMPLIANCE TO REGULATION 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 .

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**

**11. 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.

**12. CONTRACTORS SUPERVISION:**

The Contractor shall either himself supervise the execution of the work and measurement of work done or shall appoint a competent person approved by Engineer-in-charge to act in his stead.

Orders given to the contractors 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 Engineer-in-charge 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 Engineer-in-charge 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.

**13. 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 4<sup>th</sup> and 19<sup>th</sup> of every month to the Engineer-in charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefit as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

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 contractors labour regulations.

The contractor shall in respect of labour employed by him either directly or through sub-contractors comply with or cause to be complied with contractors 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. Workman'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 contractors 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-fulfillment 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 contractors labour Regulations.

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

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors 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 Contractors 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 or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the contractors 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 woks put to tender.

The Engineer-in-charge, shall deduct such amount from bills or security deposit of the contractor and credit 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

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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 report on 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 contractors 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.

**14. TOOLS AND TACKLES at the WORK PALCE :**

All tools and tackles 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 Engineer-in-charge. When the work is finally completed or the Contractor is determined for reasons other than the defaults of the contract, he shall forthwith remove from the site all tools, tackles etc., (other than those as may have been provided by BHEL) and upon such removal, the same shall re-vest in, and become the property of the contractor.

**15. PRECAUTIONS AGAINST RISK :**

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 minimize 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.

**16. NOTICES AND FEES :**

The contractor shall give all notices required by any statutory provision or by the regulations and/ or bye-laws 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.

**17. 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.

**18. DAMAGE AND LOSS TO PRIVATE PROPERTY & INJURY TO WORKMAN :**

The contractor shall at his own expense reinstate and make good to the satisfaction of Engr-in-charge 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 workman's Compensation Act or otherwise.

**19. COMPLETION:**

The works shall be completed to the entire satisfaction of the Engineer-in-charge and in accordance with the Contractors 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 Contractors 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.

**20. 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-bonefide methods of competitive tendering without first disclosing the fact in writing to the Accepting Officer.

**21. 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 of 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 a 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 attempt to assign transfer or sub-let any portion of the work without the prior return 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 risk and expense provided always that in the event of the cost of completion (as certified by Engr-in-charge which is the 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 Engr-in-charge or the same shall be recovered from the contractor by other means.

In case of 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 material 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 BHEL officials whose decision shall be final and conclusive.

**22. 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 form date of handing over work order.

OR

- b) In the opinion of the Engr-in-charge 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 Engr-in-charge.

OR

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

OR

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

The Accepting Officer may, without prejudice to any other rights or remedies which shall have accrued or shall accrue thereafter to BHEL 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 risk and cost, provided always that in the event of the cost of completion (as certified by Engr-in-charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. In case the cost of the excess amount the same shall be received from the contractor by other means.

In case the BHEL 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 the materials purchased and /or labour provided by the BHEL with an addition of such percentage to cover supervisory and establishment charges as may be decided by the Engr-in-charge whose decision shall be final and conclusive.

**23. TERMINATION OF CONTRACT FOR DEATH :**

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

**24. SPECIAL POWER OF DETERMINATION:**

If at any time after the Acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engr-in-charge 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 Contact rate, for the full amount of the work executed including such additional works, as may be rendered necessary by the said force-closing. He shall also be allowed reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and materials collected but which could not be utilized on the work, as verified the Engr-in-charge. 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.

**25. 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 Engr-in-charge 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 labors directly or indirectly employed on the work for the performance of the contractor's 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, unauthorized 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 Engr-in-charge concerned shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from this or their wages which are not justified by the terms of the contract or non-observance of the regulations.
- e) Vis-à-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
- f) claim indemnity from his sub-contractors.
- g) 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**

##### **26. RECORDS AND MEASUREMENTS :**

All items shall be entered in the BHEL Measurement Book so that a complete record is obtained of all works performed 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 authorized on the part of the BHEL and by the contractor.

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 measurement recorded on behalf of the BHEL a note to 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 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 BHEL details of his claims for the work done by him up to and including the previous months.

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 up to and including the period under report.

**27. 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 to BHEL, in duplicate. It shall be accompanied by all abstracts, vouchers, challans etc., in support thereof and shall be prepared in the manner prescribed by the Engr-in-charge. 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 Engr-in-charge any sums due from the contractor on account of Tools, tackles etc. 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.

**28. PAYMENT OF BILLS :**

29. All payments to be made to the Contractor under this contract shall be through Electronic Fund Transfer (EFT) generally within 30 days from the submission of clear bill with certification of work done.

**30. 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.

**31. POST TECHNICAL AUDIT OF WORK AND BILLS :**

BHEL reserves 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 preceding sub-paragraph's provided however that no such recovery shall be enforced after three years of passing the final bill.

**32. REFUND OF SECURITY DEPOSIT :**

Security Deposit may be refunded to the contractor in respect after successful completion of work and production of "No Demand Certificate" from statutory authorities such as ESI, EPFO.

### **33. ARBITRATION :**

Except where otherwise provided for in the contract all question and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as been other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the contract, design, drawing, specification, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the program of the work or after the completion or abandonment thereof shall be refereed to the sole arbitration of the Executive Director/General manager of BHEL and if the Executive Director/General manager is unable or unwilling to Act, to the sole arbitration of some other person appointed by the Executive Director/General manager, willing to Act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the engr-in-charge 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 Executive Director/General manager 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 proceedings under this clause.

It is a term of 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 awards.

The work under the contract shall, if reasonably 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'**

**BHEL 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) " Labor " 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 into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the Minimum wages Act.
- c) " Contractor " for the purpose of these Regulations shall include an agent or sub-contractor employing labour on the work taken on contract.
- d) " Inspecting Officer " means any Labour Enforcement Officer or Assistant Labour Commissioner of the Chief Labour Commissioner's organization.
- e) " Form" means a form appended to these Regulations.

**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 the 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 12 hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than 48 hours in any week he shall in respect of over time 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 at least 10 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 10 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 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 PEIODS:

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

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 7<sup>th</sup> day or 10<sup>th</sup> day from the end of the wage period according as the number of workers does not 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 with in 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 3 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 at least 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 office employment 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 less 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 fines 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 a rupee of the wages payable to him in respect of that wage period.
- v) No fine imposed on a worker shall be recovered from him in installments, 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. 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 :-

Full particulars of the labourers who met with the accident.

- a) Rates of wages
- b) Sex.
- c) Age.
- d) Nature of accident and cause of accident.
- e) Time and date of accident.
- f) Date and time when admitted in hospital.
- g) Date of discharge from the hospital.
- h) Period of treatment and result of treatment.
- i) Percentage of loss of earning capacity and disability as assessed by Medical officer.
- j) Claim required to be paid under workmen's composition Act.
- k) Date of payment of compensation.
- l) Amount paid with details of the person to whom the same was paid.
- m) Authority by whom the compensation was assessed.
- n) Remarks.

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 amount representing / workers dues and amount of penalty to be imposed on the contractor for breach of these regulations, that have to be recovered from the contractor, indicating full details of the 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 contractor.

14. DISPOSAL OF AMOUNTS RECOVERED FROM THE CONTRACTORS:

The engineer- in -charge shall arrange payment to workers concerned within 45 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 worker dues would be arranged by the Engineer -in -charge, wherever such payments arise, with in 30 days from the date of receipt of the decision of the Regional Labour Commissioner (RLC).

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 with in the time-limit prescribed above, due to reasons such as where about 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 or BHEL for such benefits and welfare of workmen employed by the 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 30 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 work men.

17. REPRESENTATION OF PARTIES :

- i) A workman 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 work man 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 authorized 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 Contractors Labour Regulations and issue such directions as it may consider necessary for the proper implementation of the Contractors Labour Regulations for the purpose of removing any difficulty which may arise in the administration thereof, based on which the BHEL Contractors Labour Regulation here in contained shall be subject to revision.

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**FROM OF REGISTER OF WORKMEN  
(Regulation 7)**

- (i) Name and address of the contractor :.....
- (ii) Number and date of the contract agreement/work order :.....
- (iii) Name and address of the department awarding the contract:.....
- (iv) Nature of the contract and location of the work:.....
- (v) Duration of the contract :.....

Sl. No.	Name and Surname of the workers	Age & Sex	Father's Husband's Name.	Nature of employment designation.	Permanent/home address of employee (village) Dist. Tana)	Present address.	Date of commencement of employment	Date of termination or leaving of employment	Signature or thumb impression of the employee	Remarks.
1	2	3	4	5	6	7	8	9	10	11

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ISSUING OFFICER

CONTRACTOR

**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/dependant next of kin in case the worker has no wife/husband or child) :

Name : .....

Full address of dependants : .....

( 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 piece-work	Total wages earned by the worker during the period shown under col.5.	Rem-arks	Signature of the employ-er.
1	2	3	4	5	6	7	8	9	10	11

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

ISSUING OFFICER

CONTRACTOR

**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 deduction).
  10. Net Wages Payable :

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CONTRACTOR'S SIGNATURE/  
THUMB IMPRESSION.

EMPLOYEES SIGNATURE/  
THUMB IMPRESSION.

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ISSUING OFFICER

CONTRACTOR

**FORM OF RESISTER OF WAGES-CUM-MUSTER ROLL  
(Regulation 9)**

- (i) Name and address of the contractor:.....
- (ii) No. & Date of the contract agreement/work order :.....
- (iii) Name and address of the dept. awarding the contract :.....
- (iv) Nature of the contract and location of the work :.....
- (v) Duration of the contract :.....
- (vi) Wage period :.....

							Fair wages payable.		Wages paid .		Overtime worked.			Deduction from wages.									
Serial Number	No. and Surname of the worker.	Father's/husband's Name	Sex	Designation nature of work.	Daily attendance (No. of units worked).	Total attendance units.	Basic	D.A.and other allowances	Basic	D.A.and other allowances	Date	No. of hours.	Over time wages earned .	Total wages paid	Fine	Deduction for damage or loss	House rent.	Revenue of advances.	Other deductions	Net wages payable.	Date of payment	Signature or thumb impression of the worker.	Remarks.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24

ISSUING OFFICER

CONTRACTOR

**FORM OF REGISTER OF  
DEDUCTIONS FOR DAMAGE OR LOSS CAUSED TO THE BHEL BY  
THE NEGLIGENCE OR DEFAULT OF THE EMPLOYED PERSONS.  
(Regulation No. 10 (vii).**

Sl. No.	Name	Father's/ Husband's Name.	Sex.	Dept.	Damage or loss caused with date.	Whether worker showed cause against deduction if so, enter date.	Date and amount of deduction imposed.	Number of instalment if any.	Date on which total amount realised	Remarks.
1	2	3	4	5	6	7	8	9	10	11

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ISSUING OFFICER

CONTRACTOR

**FROM OF REGISTER OF FINES (REGULATIONS No. 10 (VII))**

Sl.No.	Name	Father's/ Husband's Name.	Sex.	Dept.	Nature and date of the offence for which fine imposed	Whether workman showed cause against fine or not, enter date.	Rate of wages .	Date and amount of fine imposed.	Date on which fine realised.	Remarks.
1	2	3	4	5	6	7	8	9	10	11

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ISSUING OFFICER

CONTRACTOR