

APPLICATION
for
REGISTRATION OF CONTRACTORS
(Upto Rs. 20 Lakhs)

for
TA DEPARTMENT
(Township Civil)



BHARAT HEAVY ELECTRICALS LIMITED,
JHANSI



APPLICATION FOR REGISTRATION OF CONTRACTORS
FOR
TA DEPARTMENT (Township Civil)

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(Issuing Authority)

(Name & Address of Applicants)



BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

KHAILAR, BHEL, JHANSI - 284129 (U.P.)

Phone: 0510 - 2412582, 2412635 Fax: 0510 – 2770011

Email: parora@bheljhs.co.in, anurag@bheljhs.co.in, basant@bheljhs.co.in,

Notice inviting applications for REGISTRATION OF CONTRACTORS for TA Department for Service contract BHEL, JHANSI

Ref: BHEL/JHS/TA/Cont_Rgn/09-10/01

Dated: 04/01/2010

Sealed applications in prescribed format are invited from experienced contractors for registration for following works required in TA (Township Civil) deptt. in BHEL, Jhansi.

Service contracts of TA department in respect of :

Nature of work	Type of contracts	Value
Repair & maintenance, watch and ward, sanitation, horticulture, O & M of installations etc.	Service contracts	Upto Rs. 20.00 Lakhs

The Application Form can be downloaded from website www.bhel.com or purchased on any working day from the office of the undersigned on submission of application cost of **Rs. 400/- + 54/- (VAT @ 13.5%) i.e. Rs. 454/-** (non-refundable) in the form of Demand Draft to be made in favour of BHEL Jhansi payable at Jhansi. In case the application form is downloaded from web-site, the applicant should submit their application along with demand draft of Rs 454/- for the cost of application. The application for registration in the prescribed proforma duly filled in and completed in all respect, should reach the tender box kept at CISF Control Room/Office Administrative Building, Bharat Heavy Electricals Limited, Khailar, Jhansi - 284129 by hand/ post/courier before 29/01/2010, 1:00 pm.

The BHEL reserves the right to accept all/ any application(s) without assigning any reason whatsoever. For further details please refer to the website mentioned above.

Abbreviations:

TA - Town Administration Department

O & M - Operation & Maintenance



Complete all sections of the form and send the completed form and attachments in a sealed envelope marked 'Application for Registration as Contractor' along with Demand Draft for Rs. 454/- (Non-refundable) in favour of BHEL Jhansi.

To,

Pradeep Arora

Addl. General Manager (HR)

Administrative. Building

Khailar, BHEL,

Jhansi - 284129

So as to reach this office on or before (29/01/2010, 13:00 Hrs)

2.0 Applicant Particulars

1.	Name (Regn. Will be under this name)			
2.	Constitution or Legal Status	Whether Individual / Partnership/ Limited Company / PSU/ others.		
3.	Registered Address:			
4.	Contact Person Name & Designation:			
5.	Address for correspondence:			
6.	Tel. No.		Fax No.	
7.	Mobile No.		Email Address:	



3.0 Qualifying requirements: Details of registration with statutory authorities (attach copies)

S.no.	Requirement	Essential / Desirable	Details
1	Provident Fund code no.	Essential	
2	Labour Licence no. & valid date (in case of 20 or more workers)	Essential if applicable	
3	PAN Number	Essential	
4	Income Tax Returns for last three years.	Desirable	
5	Employee State Insurance code no. (ESI)	Essential	
6	Service Tax Registration No. (PAN based)	Essential	
7	VAT/TIN No. (Desirable)	Desirable	
8	Character Certificate issued from District Magistrate (for individual/ partners)	Essential	
9	Zila Parishad Registration	Desirable	
10	Turnover & Audited balance sheets of last three years	Desirable	
11	Declaration that he is not guilty (as per format at page no. 11)	Essential	
12	Declaration that he is not blacklisted on the date of tender (as per format at page no. 12)	Essential	

4.0 WORK EXPERIENCE

(a) Type of Ownership:

Individual	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
Limited Company (Pvt. /Public)	<input type="checkbox"/>	PSU / Govt. Undertaking	<input type="checkbox"/>
Others,	<input type="checkbox"/>	please specify	

Submit proof in support of above as applicable: Income Tax Return in case of individual/ Partnership Deed/ Articles and Memorandum of Association/ Certificate of Incorporation/ Certificate of Registration.

(b) Financial Soundness:

LAST THREE YEARS

Financial Turnover (Rs. Lakhs)	Year.....	Year.....	Year.....



4.1 Applicant is already registered with:

S. No.	Company	Unit/ Location Zone	Registration Number	Validity	Financial limit for which registered (in Rs. Lakhs)
1	BHEL				
2	PSU				
3	CPWD				
4	Central/ State Govt.				
5	Others (specify)				

Attach attested copy of registrations.

4.2 List of works that have been completed satisfactorily during last 3 financial years along with performance report from the principal employer (Attach details)

S. No.	Name of work	Value of contract (in Rs. Lakhs)	Period of contract	Actual period of completion		Name of client/deptt.
				D.O.S	D.O.C	
1						
2						
3						
4						

4.3 List of major projects/ works in hand (Attach details)

S. No.	Name of work	Value of contract (in Rs. Lakhs)	Period of contract	Period of contract		Name of client/deptt.
				D.O.S	D.O.C	
1						
2						
3						
4						

Abbreviations:

D.O.S - Date of Start

D.O.C - Date of Completion



4.4 Qualifications and Experience of key Management and Technical personnel.

S. No.	Name	Position	Qualifications	Years of Experience	Years of experience in this position
1					
2					
3					
4					

4.5 Company's Total Technical personnel by Discipline:

S. No.	Discipline	Qualification (Graduate/ Diploma Holder/ ITI)	Number of Personnel
1	Civil Engineers		
2	Other Engineers		
3	Supervisors		
4	Artisans		
5	Others		

4.6 Give details of Tools, Plants & Machinery owned by the applicant:

S. No.	Equipment	Capacity	Nos.	Age/Condition	Remarks
1					
2					
3					
4					



4.7 List the names of Owners / Partners / Promoters and Directors/Company

S. No.	Name of the owners/ Partners/ Promoter & Directors / Company Secretary/ Holder of power of Attorney	Address	Whether owner/ Partners/ Promoter & Directors / Company Secretary/Holder of power of Attorney	Extent of share holding in the Firm/Company as the case may be (%)
1				
2				
3				
4				

5.0 Any other disclosures applicant may like to submit regarding litigations, liquidated damages, disqualifications etc.

.....
.....
.....

6.0 Instructions:

- 1. Please fill up enclosed 'authorization letter' for e-payment (P-9)**
- 2. Enclose Copy of blank cancelled cheque of your bank account.**



7.0 DECLARATION / CERTIFICATE:

I / we declare that the particulars shown herein are true & correct in every detail. I or my partners have not applied for registration in this company in another name. I / we are well acquainted with all existing Acts, Rules, Regulations, Orders and By laws including all statutory Amendments and Enactments of State or Central Government and other local authorities including all labour laws. I/ we agree that the registration is not transferable and the registration does not confer any special rights or privileges on me/ us and that this registration will be without prejudice to the Company's right to publication of open tender notice in newspapers inviting tenders from time to time for individual works and to the Company's general terms and conditions of contract. I/we agree to abide by BHEL's policies and any terms and conditions that BHEL may ask to be followed from time to time. I/ we agree to have e-payment/ electronic funds transfer (EFT)/ RTGS facility with the bank and the details as per Annexure shall be submitted in filled format attached after my/our registration in BHEL Jhansi.

I / we agree that the registration is liable to revocation or cancellation if it is found at any time that the particulars furnished by me/ us are false.

I / we have read the terms & conditions of contract & general conditions of contract (GCC) and agree to abide by the same. I understand that GCC shall be applicable to all contracts unless they are superseded by other special conditions mentioned in the respective contract. I hereby submit a signed copy of the GCC as a token of acceptance of the same.

I / we certify that I have completed all statutory and regulatory matters as on date.

I / we shall abide by all regulation while carrying out works at BHEL Jhansi.

Affidavits:

- Not guilty by court - as per enclosed **AFFIDAVIT 'A'** (at page no. 11)
- Not blacklisted - as per enclosed **AFFIDAVIT 'B'** (at page no. 12)

Date

Name of Applicant:.....

Sign. Of Applicant:.....

Address:.....

.....

.....

Ph/Mob. No.:.....



8.0 AUTHORIZATION LETTER
FOR E - PAYMENT / ELECTRONIC FUNDS TRANSFER (EFT / RTGS)
(PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY)

TYPE OF REQUEST (Tick One)

☐

CREATE

☐

CHANGE

BHEL Contractor / Vendor / Supplier Code

Company's Name

Address

City
Pin Code
State

Contact Person (s)

Telephone No.

Fax No.

E - Mail ID

Bank Name

Bank Address

Bank Telephone No.

Bank Account No. (IN FULL)

Account Type

Bank's Branch Code

Bank RTGS / IFSC / Swift Code

Enclose blank cancelled cheque

DECLARATION :-

I as representative / owner of the above named company, hereby authorize BHEL, Jhansi to electronically make payments to the designated bank account. I hereby certify that the particulars given above true, complete and correct.

If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.

This authority remains in full force until BHEL, Jhansi receives & acknowledge written notification requesting a change or cancellation.

I have received the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under E - Payment / EFT / RTGS.

Date :-

Authorised Signatory

Designation

Company Seal

Verification by Bank

Note :- All fields are mandatory.

9.0 AFFIDAVIT 'A'

I/We M/sproprietorship/Pvt.Ltd/partnership firm
represented by Shri.....s/o.....aged about
.....resident ofdo here by solemnly affirm and
state as follows:

1. That the deponent declares that no criminal trial/prosecution for any offence involving fraud dishonesty and moral turpitude is pending against the deponent in any court of law. Further no penalty/guilty/conviction was awarded against the deponent by any court of law/statutory authority in India.
2. That the deponent hereby declare that neither myself & my firm was declared as insolvent by any court of law nor any insolvency proceedings pending in any court of law.

Deponent

Verification

The facts stated herein above are true and correct to the best of my knowledge and nothing has been concealed. Verified on/...../ at Jhansi Uttar Pradesh – 284129.

Deponent

10.0 AFFIDAVIT 'B'

I/We M/sproprietorship/Pvt.Ltd/partnership firm
represented by Shri.....s/o.....aged about
.....resident ofdo here by solemnly affirm and
state that the deponent declares that the firm referred herein above never been
blacklisted/banned/delisted on the date of tender by any establishment of PSU/Govt of India.

Deponent

Verification

The facts stated herein above are true and correct to the best of my knowledge and nothing
has been concealed. Verified on/...../ at Jhansi Uttar Pradesh – 284129.

Deponent

TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABOURS UNDER SERVICE CONTRACT.

Service contracts shall only be awarded for the works on the following terms and conditions.

1.0 LABOUR LICENCE AND OTHER REQUIREMENTS IN CASE OF CONTRACTORS WORKING IN BHEL, JHANSI AND DEPLOYING 20 OR MORE LABOURS

- 1.1 Contractor should possess valid labour licence for the maximum number of contract labours deployed on any day from the competent authority for carrying out the various activities mentioned in the contract document.
- 1.2 No. of labours mentioned in estimate/ price bid should ordinarily not exceed. However, in view of exigencies/increased activities, the nos. to be deployed can vary but in no case estimated value will be changed. If enhancement of value is also required then prior approval Unit Head must be obtained by giving reason for the same
- 1.3 The contractor shall deploy such number labours in the premises of BHEL, Jhansi, as required for completion of the contract. The labours such deployed shall be his own labours.
- 1.4 In case the number of labour deployed by the contractor in premises of BHEL Jhansi exceeds the number of labour allowed in the licence then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licencing officer in the region for amendment in the licence within 7 days of exceeding the number of labours mentioned in the licence.
- 1.5 The contractor shall also have to submit copy of PAN card and latest IT return.
- 1.6 The contractor must possess Service Tax Registration number under relevant code head.
- 1.7 The contractor should possess VAT/TIN Registration Number.

1.A Labour licence and other requirement in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.

- 1.A.1. The contractor should have worked in large / medium sized organization for at least three years.
- 1.A.2. The contractor should possess valid labour licence issued by licensing authority outside Jhansi or within the Jhansi region as the case may be has deployed 20 or more workers in any organization
- 1.A.3 All conditions stipulated in para 1.5, 1.6 & 1.7 above shall be applicable.

2.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES :

- 2.1 The contractor shall deploy his own labours for carrying out the works contract awarded to him. At the time of appointment the contractor shall issue appointment letter alongwith terms and conditions of employment to his own labours.
- 2.2 The labours deployed in the manner as in 2.1 shall be allowed to enter the premises of the factory only if the terms and conditions of employment is acceptable to them.
- 2.3 The contractor shall submit the following to HR, contracting department and CISF
 - (a) The details of the labour proposed to be deployed in *annexure I*.
 - (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office.
 - (c) Copy of employment card issued by contractor to his own labour.
- 2.4 After submission of documents as in para 2.3, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the labour to enter the factory premises initially for a period of one month.
- 2.5 The photo identity card shall have to be revalidated every month on 25th or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any labour to enter the premises of BHEL Jhansi.
- 2.6 The contractor, besides the photo identity card shall also issue employment card to his own labours, at his own cost within a period of three days from beginning of employment in the format prescribed under Rule 76 of UP Contract Labour Rules. A copy of this format is annexed as *annexure II*, to these terms and conditions. A copy of this format shall have to be submitted by the contractor to the contracting department, HR department and CISF, as mentioned in para 2.3.

- 2.7 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of UP Contract Labour Rules, 1975. A copy of this format is annexed as *annexure III*.

3.0 BILLS PAYMENT , ATTENDANCE AND PAYMENT OF WAGES

- 3.1 The contractor shall compile attendance everyday in respect of the labours deployed by him under the Service/job contract.
- 3.2 The contractor shall maintain an attendance card in respect of every labour deployed by him.
- 3.3 The contractor shall generate a daily statement in the prescribed format, as in *annexure IV*, annexed to these terms and conditions of deployment. This statement shall be prepared by the contractor in three copies. One copy shall be forwarded to the department and another copy shall be forwarded to HR department. The third copy shall be retained by the contractor.
- 3.4 The contractor shall submit bills to the contracting department on 2nd of each month.
- 3.5 The contractors bills should be accompanied with
- a) Copy of Measurement Book entries/Statement of work done by the Contractor
 - b) Statement of Minimum Wages of labours deployed him under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Annexure V annexed to these terms and conditions.
 - c) PF and ESI challans for previous month- separate for concerned Service contract
 - d) Wage payment sheet for the previous month
 - e) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
 - f) Copy of Form 12A-regarding PF remittance
 - g) List of CL covered under accident insurance policy
 - h) Statement of material supplied by the contractor
 - i) Copy of Labour Licence
 - j) Challan of service tax payment (separate in respect of each service contract).

- 3.6 The executing department shall pass the bills of the contractor, on 3rd day of each month, after checking the documents as in para 3.5, above and forward them to HR department alongwith its statement as in *Annexure VI*, annexed to these terms and conditions. In case any discrepancy/non-compliance is detected then the contractor has to clarify the query within two days of intimation such discrepancy. In such cases bills shall be passed by the contracting department, within two days of receiving such clarification.
- 3.7 HR department shall check the Labour Laws Compliances with respect to all the works contract running in the Factory and forward the bills, alongwith requisite documents, to finance department.. in case any discrepancy / non-compliance is detected then the contractor/department shall clarify the query within two days of intimation such discrepancy. In such cases bills shall be forwarded to finance department within two days of receiving such clarification.
- 3.8 Finance department shall, on satisfactory compliance, and after deduction on account of Security amount, shall make payment on 10th of each month.
- 3.9 The contractor shall issue pay slips to his labours, deployed for undertaking activities under the Service contract, on 7th/8th of each month.
- 3.10 The contractor shall make payment to his own labours/contract workers on 10th of each month. The payment of wages to the labours shall not be subject to payment against the bills.
- 3.11 The contractor shall remit the cheques favouring RPFC and ESI Kanpur with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.
- 3.12 The contractor shall make payment of wages to his labours on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- 3.13 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in para 3.5 above, in respect of all labours deployed by him against the contract, for each month, separately, alongwith final bill(s). Para 3.7 shall not be applicable in such cases. The contractor shall be paid through cheque in his/firm's favour.

4.0 PROVIDENT FUND

- 4.1 The Contractor should allot PF account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.
- 4.2 In case the labour already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.
- 4.3 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.
- 4.4 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own labours.

4.5 PF CONTRIBUTION :

<u>Employee's Contribution</u>	<u>Employer's Contribution</u>
12% of Normal waged paid	PF Contribution 3.67%
	Insp/Admn Charages 1.10%
	Admn/Insp Charges 0.01%
	Pension Fund 8.33%
	EDLI Charges 0.5%

- 4.6 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each labour deployed by him with a copy to HR and finance department.

5.0 EMPLOYEES STATE INSURANCE (ESI)

- 5.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.
- 5.2 At the time of joining the contractor shall get the self/family registration form filled by the labour and submit to the local ESI office.
- 5.3 The contractor shall collect the identity card issued after submission of registration form, from ESI office and handover the card to the concerned labour.

5.4 ESI CONTRIBUTION :-

<u>Employee's Contribution</u>	<u>Employer Contribution</u>
1.75% of gross wages	4.75% of gross wages

- 5.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department

6.0 BONUS

The contractor shall be liable to pay statutory bonus under Payment of Bonus Act, 1965. However, BHEL shall be liable to pay to the contractor only an amount equivalent to the minimum statutory rate existing for the period under consideration. This reimbursement shall be made by BHEL only after production of sufficient/satisfactory proof of payment of bonus.

7.0 DISCIPLINE

- 7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the works contract. In case of any loss to the BHEL Jhansi on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7.2 The contractor shall not employ any person who has not completed his 18 years of age.
- 7.3 The contractor shall not employ any person who has attained 55 years of age.
- 7.4 The contractor, on advise of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be employed by the contractor without prior permission.

8.0 LEAVE WITH WAGES TO CONTRACT LABOUR :-

Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting/availment of leave. Register as prescribed under the said rules should be maintained by the contractor.

9.0 INDEMINITY BOND/COMPLIANCE OF LEGAL PROVISION

- 9.1 The contractor shall at all times indemnify the company/corporation against all claims, damages or compensation under the provision of Factories Act, 1948. Contract Labour (R&A) Act-1970, payment of wages Act-1936 Minimum Wages Act- 1948, Payment of Bonus Act-1965, Employees Provident Fund and Misc, Act-1952, Employees State Insurance Act-1948, Employer's Liability Act-1938, Workman's Compensation Act-1923, Industrial Dispute Act – 1947, Maternity Benefit Act- 1961, Inter State Migrant Workmen Act-1979, Payment of Gratuity Act-1992 or any modification thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident of injury to any workman or other persons in or about the work whether in the employment of contract or not save the except whether such accident or injury has resulted from any Act of the Company/ Corporation, its agents, or servants, and also against all costs/ charges and expenses of any suit, action or proceeding paid to compromise or settle any such claims.

10.0 OTHER GENERAL TERMS AND CONDITIONS :-

- 10.1 In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute, decision of concerned Head of the Department will be final.
- 10.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- 10.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 10.4 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
- 10.5 The Contractor shall get the character antecedent of his own labour verified from District Magistrate's office and intimate the same to the management.
- 10.6 The contractor shall deposit an amount of Rs.....as security deposit in the manner as prescribed under Clause 8.2 of Works Policy of BHEL. This

security deposit shall be liable to be returned to contractor after completion of contract and fulfillment of contract and statutory obligations.

10.7 Security deposit will be released on submission of following certificates from departments mentioned as under:-

- a. Completion of work and certification of payment of minimum wages to contract labours from contracting department.
- b. Certificate of compliance of labour laws from HR department and payment of bonus.
- c. No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department

10.8 The contractor shall provide required safety equipments to the labours engaged by him.

10.9 Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 15 days to the contractor.

10.10 The contract will commence on..... date and will remain valid for a period of year(s) i.e. till -----(date). The parties reserve the right to extend the contract on mutually agreed terms and conditions.

10.11 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 provision of arbitration and conciliation act, 1996 & the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by head of the unit. The award of arbitrator shall be final & binding on both the parties. The venue of the arbitration shall be..... in India. The award to be given by the arbitration shall be speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

10.12 Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi court only.



GENERAL CONDITIONS OF CONTRACT

Bharat Heavy Electricals Ltd.

Jhansi

INTERPRETATION AND DEFINITIONS

1. Singular & Plural :
Where the context so requires, words importing the singular only also include the plural and vice versa.
2. Headings and Marginal Notes to Conditions:
Heading and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.
3. Definitions:
 - (a) Company/ Corporation shall mean Bharat Heavy Electricals Ltd. Having its register office at Jhansi, Post Office and Town Jhansi, in the State of U.P. and includes a duly authorized representative of the Company/ Corporation or any other person empowered in this behalf by the Company/ Corporation to discharge all or any of its functions.
 - (b) The “Accepting Authority” shall mean AGM (HR), BHEL JHANSI.
 - (c) The “Contract” shall mean the notice inviting the tender, the tender and acceptance there of and the formal agreement, if any, executed between the Bharat Heavy Electricals Ltd. Jhansi and the contractors together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, designs, drawings, schedule of quantities with rate and amounts and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
 - (d) The “Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successor of such firm or company as the case may be and permitted assigns of such individual or firm or company.
 - (e) The “Contract Sum” shall mean:
 - [i] in the case of Lump Sum Contracts the sum for which the tender accepted ;
 - [ii] in the case of Percentage Rate Contracts the Estimated value of the works as mentioned in the tender adjusted by the contractor’s percentage;
 - [iii] in the case of item rate contracts the cost of the works arrived at after extension of the quantities shown in Schedule of Quantities by the item rates quoted by the tenderer for the various items.
 - (f) A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
 - (g) “Engineer – in – Charge” shall mean the engineering officer appointed by the under taking or his duly authorized representative who shall direct, supervise and be incharge of the works for purposes of this contract.
 - (h) “Expected Risks” are risks due to riots (otherwise than among Contractor’s employees) and civil commotion (in so far as both these are uninsurable)’ war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war rebellion, insurrection, military or usurped power any acts of government, damage from aircraft, acts of god, such as earthquake lighting and unprecedented floods and other causes over which the contractor has no control and accepted as

- such by the Accepting Authority of causes solely due to use or occupation by the Company/ Corporations of the part of Works in respect of which a certificate of completion has been issued or a cause solely due to Company's/ Corporation's fault design of Work.
- (i) "Market Rate" shall be the rate as decided by the Engineer – in – charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus 15% to cover all over-heads and profit.
 - (j) Schedule (s) referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers issued by the company/ corporation or the standard schedule of Rates prescribed by the Company/ Corporation and the amendments thereto issued from time to time.
 - (k) The "Site" shall mean the lands and/ or other places on, under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the company/ corporation or used for the purposes of the contract.
 - (l) "Temporary Works" shall mean all temporary works of every kind required in or about the execution, completion, maintenance of the works.
 - (m) "Urgent Works" shall mean any urgent measures which, in the opinion of the Engineer – in – Charge, become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security.
 - (n) A "Week" shall mean seven days without regard to the number of hours worked in any day in that week.
 - (o) The "Works" shall mean the works to be executed in accordance with the contract or part [s] thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent as required performance of the Contract.

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SCOPE AND PERFORMANCE

4. Contract Documents:

The Contractor shall be furnished, free of charge, two certified true copies of the Contracts Documents except standard specification and the schedule of rates and of all further drawings which may be issued during the progress of the works. He shall keep one copy of the documents on the site in good order, and the same shall at all reasonable times be available for inspection and use by the Engineer – in – Charge, his representatives or by other Inspecting Officers.

- (1) None of these Documents shall be used by the Contractor for any purpose other than that of this Contract.
- (2) The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such works under the contract.

5. Work to be carried out:

The work to be carried out the contract shall except as otherwise provided in these conditions, includes all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of quantities shall, unless otherwise stated, be held to include waste no materials, carriage and cartage carry in returns of empties, hoisting, setting, fitting, and fixing in position and all other labours necessary in and for the full and entire execution completion as aforesaid in accordance with good practice and recognized principles.

6. Inspection of Site:

The contractor shall inspect and examine the site and, its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the work and to means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

7. Sufficiency of Tender:

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his work and of the rates and prices quoted in the Schedule of Quantities which rates and price shall, except as otherwise provided, cover all his obligation under the contract and all matters and things necessary for the proper completion and maintenance of the works.

8. Discrepancies and Adjustment Errors:

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to general conditions.

- (1) In the case of discrepancy between schedule of quantities the specifications and/ or the drawings, the following order of preference shall be observed:

- (a) Description in Schedule of Quantities.
 - (b) Particular Specification and Special Condition if any.
 - (c) Drawings.
 - (d) General Specifications.
- (2) If there are varying or conflicting provisions made in any one document forming part of the contract the accepting authority shall be the deciding authority with regard to the intention of the document.
- (3) Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or form any of his obligations under the contract.
- (4) If on check there found to/be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same be adjusted in accordance with the following rules:
- (a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
 - (b) In the event of an error occurring in the amount column of schedule of quantities as a result of wrong extencio of the unit rate and quantity the unit rate shall be regarded as firm and extention shall be amended on the basis of the rate.
 - (c) All error in totaling in the amount column and in carrying forward totals shall be corrected.
 - (d) The totals of various sections of schedule of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various section of Schedule of Quantities or in General Summary by the tenderer shall be ignored:
9. Security Deposit:
As per BHEL Works Policy.
10. Deviations / Variations, Extent & Pricing:

The Engineer – in – Charge shall have power (i) to make alteration in omissions from, additions to or substitution for, the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the Work in case of non- availability of a portion on the site or for any other reason, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer – in – Charge and such alteration, omissions additions, or substitution shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work, shall be carried out by the Contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Engineer – in – Charge as a deviation.

- (a) Rates for such additional, altered or substituted work shall be determined by the Engineer – in – Charge as follows:

- (i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders. Where two or more schedules of quantities may form part of contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedule of quantities.
- (ii) If the rate for any altered , additional or substituted item of work is not specified in the schedule of quantities , the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedules of quantities form part of the contract, the rate shall be derived from the nearest similar items in the bill of Quantities of the particular parts of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities.
- (iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub- paras (i) and (ii) above, then such item of work shall be carried out at the rate entered in the Schedule of Rates plus/ minus the percentages by which the tendered amount of the works is higher or lower than the prepriced amount shown in the Schedule of Works.
(Applicable to Lump- sum Contracts based on prepriced Schedule of Works.)
- (iv) If the rate for any altered , additional or substituted item of work cannot be determined in the manner specified in sub paras [i] to [ii] above, then the rate for such item of work shall be derived from the schedule of rates specified in sub-para [iii] above plus/ minus the percentage mentioned in that sub-para : Provided always that if rate (s) for part (s) of an item (s) is / are not specified in the schedule of rates the rate(s) for such parts (s) shall be determined by the Engineer – in – Charge on the basis of the purchase price as supported by the vouchers unless the Engineer – in – Charge finds the purchase price unreasonable. In the latter event the price shall be determined on the basis of markets rate (s) prevailing during the fortnight following the date of the order.
- (v) If the rate for any altered , additional, or substituted item of work cannot be determined in the manner specified in sub- paras [i] to [iv] above the Contractor shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer – in – Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer – in – Charge shall, within three months there after , giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate [s], In the event of the Contractor failing to inform the Engineer – in – Charge within the stipulated period of time, the rate which he proposes to claim the rate for such item shall be determined by the Engineer – in - Charge on the basis of market rate [s].

Suspension of Works :

11 (a)

The contractor shall, on receipt of the order in writing of the engineer – in – charge, suspend the progress of the works or any part thereof for such time and in such manner as the engineer – in – charge may consider necessary for any of the following reasons :

- (i) on account of any default on part of the contractor : or
- (ii) for proper execution of the works or part thereof for reasons other than the defaults of the contractors : or
- (iii) for safety of the works or part thereof.

The contractor shall during such suspension properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the engineer – in – charge.

- (b) If the suspension is ordered for reasons (ii) in sub- para (a) above:
 - (i) The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 10%.
- (c) If the works or part thereof is suspended on the orders of the engineer – in – charge for more than three months at a time , except when suspension is ordered for reason (i) in sub- para (a) above, the contractor may after receipt of such order serve a written notice on the Engineer – in – charge requiring permission within fifteen days from receipt by the Engineer – in – charge of the said notice, to proceed with the works or part thereof in regard to which progress has been suspended and if such permission is not granted within that time the contractor; if he intends to treat the suspension, where it effects only part of the works as an omission of such part by the company / corporation under conditions 9 & 10 or where it effects the whole of the works, as an abandonment of the works to the company – corporation shall within ten days of expiry of such period of 15 days to give notice in writing of his intension to the Engineer – in – charge. In the event of the contractor treating the supervision as an abandonment of the contract by company/ corporation, he shall have no claim to payment of an compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall however, be entitled to compensation, as the Engineer – in – charge may consider reasonable, in respect of salaries and/ or wages paid by him to his employees and labour at site, remaining idle in consequence and of materials collected which could not be utilized on the works, adding to the total there of 5% to cover indirect expenses of the contractor, provided the contractor submits his claim supported by the details to the Engineer – in – charge within 28 days of the expiry of the period of 3 months.

Time and Extension for Delay :

- 12.** The time allowed for execution of the work or the extended time in accordance with these conditions shall be of the essence of the contract. The execution of the work shall commence from the 8th day after the date on which the Engineer – in – charge issues written orders to commence the work of from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid company/ corporation shall with out prejudice to any other right or remedy be at liberty forfeit the earnest money absolutely.

1. As soon as possible after the contract is concluded, the Engineer – in – charge and the contractor shall agree upon a time and progress a chart. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer – in – charge and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special job) complete $1/8^{\text{th}}$ of the whole of the work before $1/4^{\text{th}}$ of the whole time allowed in the contract has elapsed $3/8^{\text{th}}$ before $3/4^{\text{th}}$ of such time has elapsed.

2. If the works be delayed by

- (a) force majeure, or
- (b) abnormally bad weather, or
- (c) serious loss or damage by fire, or
- (d) civil commotion, local combination of workmen strike or lockout, affecting any of the traders employed on the work, or
- (e) delay in the part of other contractors or trademen engaged by company/corporation in executing work not forming part of the contract, or
- (f) non- availability of stores which are the responsibility of company/ corporation to supply, or
- (g) non- availability or break down of tools and plant to be supplied by company/ corporation, or
- (h) any other cause which, in the absolute discretion of AGM (HR), is beyond the contractor's control,

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer – in – charge but shall nevertheless use constantly his best Endeavour to prevent or make good the delay and shall do all that may be reasonable required to the satisfaction of the Engineer-in-charge to proceed with the works.

3. Request for extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

4. In any such case Unit head (Bhel Jhansi) may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing, within three months of the date of receipt of such request by the Engineer-in-charge.

13. The contractor shall arrange at his own expense all tools, plant and equipment (hereafter referred to as T & P) required for execution of the work except the item listed in schedule 'C' which will be given to him on hire by the company corporation at rates shown in that schedule. In case the contractor does not require some or all items of T & P. listed in schedule 'C' he will indicate his requirements at the time of

submitting his tender. Company's – corporation's T. & P. hired to the contractor shall be conveyed by him at this expense from the place of issue to the site and back.

1. If the contractor requires any time of T & P on hire from the company corporation over & above the requirement indicated by him at the time of submitting his tender the company – corporation will, if such item is a available hire it to the contractor at a rate to be fixed by the Engineer-in-charge.
2. The period of hire will be reckoned from commencement of the day of issue upto the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The contractor will be exempt from levy charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided company's – corporation's T & P in question has, in fact, remained idle with the contractor because of the suspension, provided the contractor in case the period of suspension exceeds 11 days, returns company's – corporation's to T & P to the place from where it was issued.
3. The hire charges shall be reckoned as under:
 - a) The first eight working hours (excluding a break of one hour)..... 1 working day.
 - b) Every working hours, at the rate of 1/8th of the hire charges for a working day, provided however if the company- corporation has paid more than at the rate of 1/8th of the wages of the crew far over time under the minimum wages act or any othe law for the time being in force, the excess over 1/8th of the wages shall also be charged to the contractor.
4. If at any time company's / corporation's T & P has not been worked at all during a day except for a break down, or has been worked for less than eight hours during a day, the contractor shall be charged for one working day.
5. If any time of company's/ corporation's T & P has stopped working on account of a break-down before it has worked for four hours in a day, the contractor will be charged for half working day. If the item has stopped working after it has worked for more than hours but less than eight hours, the contractor will be charged for full working day.
6. The hire charges shown in the schedule cover charges of crew, stores for maintenance and cleaning purposes and fuel for running a machine, engine oil, kerosene oil, etc, for working company's / corporation's T & P and all unskilled labour and water required for servicing / wash out shall be borne by the contractor. The contractor shall permit the Engineer-in-charge to carry out periodical maintenance of company's / corporation's T & P in accordance with the provision thereof in the aforesaid schedule, and there will be no deduction in hire charges for the period spent on such maintenance. However the contractor shall be allowed to return the tools and plants (issued by the company's / corporation's) for purposes of repairs and for the duration of such repairs no hire charges shall be levied.

7. The contractor shall be responsible for care and custody of company's / corporation's T & P (including employment of chowkidars) during the period company's / corporation's T & P remain with him and any damage (fair wear and tear expected) any of the equipment (except for expected risks provided always the contractor has taken precautions necessary to protect if from such risks) shall be made good at the contractor's expense to the satisfaction of the crew provided by the company/ corporation.
8. The company / corporation give no guarantee in respect of output of his T & P hired to the contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of company's / corporation's T & P was not to the contractor's expectation.
9. Company's / corporation's T & P hired to the contractor shall be returned at place of issue (unless otherwise directed) by the contractor to the Engineer-in-charge on completion of the work or earlier on termination of the hire by the company- corporation as hereinafter provided on a written notice by the Engineer-in-charge. The company/ corporation shall be entitled to terminate the hire on two days notice without assigning any reason what soever and the contractor shall have no claim to any payment of compensation otherwise whatsoever on account of termination of hire of company's / corporation's T & P by the company's / corporation's. in such in event, however, a reasonable extension of time shall be given by the Engineer-in-charge.
- iv) A log book for recording hours during which every item of company's / corporation's T & P issued to the contractor has worked each day shall be maintained by the member of the crew incharge thereof any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the contractor or his authorized agent. In case the contractor contests correctness of any entry and / or fails to sign the log book the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries in the log book. Materials.
14. a) The contractor shall, at his own expense, provided all materials required for the works other than those which are to be supplied by the company/ corporation.
 1. All materials to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall if requested by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the materials so comply.
 2. The contractor shall, at his own expense and without delay, supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall within seven days of supply of samples or within such further period as he may require and intimate to the contractor in writing, inform the contractor whether samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply to

the Engineer-in-charge for his approval fresh samples complying with the specifications laid down in the contract.

3. The Engineer-in-charge shall have full powers to require removal of any or all of the materials brought to site by the contractor which are not in accordance with the contract specifications or do not confirm in character or quality to samples approved by him. In case of default on the part of the contractor in removing rejected materials the Engineer-in-charge shall be at liberty to have them removed by other means. The Engineer-in-charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and / or substitution, shall be borne by the contractor.
4. The contractor shall indemnify the company/ corporation or any agent servant or employee of the company/ corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may payable in respect of any article or material or part thereof included in the contract. In the event of any claim being made or action being brought against the company/ corporation or any agent, servant or employee of the company/ corporation in respect of any such matters as aforesaid, the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific direction issued by the company/ corporation but the contractor shall pay in respect of any such use, the amount so paid being reimbursed to be contractor only if the use was the results of any drawings and/ or specification issued after submission of the tender.
5. All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the company/ corporation) shall be borne by the contractor.
6. The Engineer-in-charge shall be entitled to have tests carried out as specified in the contract for any material supplied by the contractor other than those for which. As stated above, satisfactory proof has already been furnished, at the cost of the contractor and the contractor shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose. If no tests are specified in the contract, and such tests are required by the Engineer-in-charge, the contractor shall provide all facilities required for the purpose and the charge for these tests shall be borne by the contractor only if the tests disclosed that the said materials are not in accordance with the provision of the contract. The cost of materials consumed in tests shall be borne by the contractor in all cases except when otherwise provided.

14. b) Materials to be supplied by the company/ corporation.

Materials to be supplied by the company/ corporation are shown in schedule B which also stipulates quantum, place of issue and rate (s) to be charged in respect thereof.

1. If after acceptance of the tender the contractor desires the company/ corporation or supply any other materials, such materials may be supplied by the company/ corporation, if available, at rates to be fixed by the Engineer-in-charge.
2. For the material listed in schedule B which the company / corporation has agreed to supply the contractor, he shall give a reasonable notice in writing of his requirements to the Engineer-in-charge in accordance with the agreed phased programme. Such materials shall be supplied for the purposes of the contract only and the value of materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work for which payment is being made to the contractor, from any sums then due or which may thereafter become due to the contractor, under the contract. At the time of submission of bills the contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-charge, certify that balance of materials supplied is available at site.
3. The contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating or fixing materials in the works including all preparatory work of whatever description as may be required.
4. All materials issued to the contractor by the company/ corporation for incorporation or fixing in the works (including preparatory work) shall, on completion or on foreclosure of the works, be returned by the contractor at his expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and tear and/ or waste. If the contractor is required to deliver such materials a place other than the place, of issue, he shall do so and transportation charges from the site to such place, less the transportation charges which would have been incurred by the contractor had such material been delivered at the place of issue. Shall be borne by the company/ corporation.
5. Surplus material returned by the contractor shall be credited to him by the Engineer-in-charge at rates not exceeding those at which those were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials while in the custody of the contractor.
6. If on completion of works the contractors fails to return surplus materials out of those supplied by the company/ corporation, then in addition to any other liability which the contractor would incur the Engineer-in-charge may by a written notice to contractor, require him to pay within a fortnight of receipt of the notice for such unreturned surplus materials at double the issue rates.
7. If cement is to be supplied by the company/ corporation every cement godown shall be provided with two locks on each door. The key of one lock at each door shall remain with the Engineer-in-charge or his representative

and that of the other lock with the contractor's authorized agent at site of works so that cement is removed from the godown only according do daily requirements with the knowledge of both the parties.

GENERAL

14. c) Materials required for the works, whether brought by the contractor or supplied by the company/ corporation shall be stored by the contractor only at places approved by the Engineer-in-charge. Storage & safe custody of materials shall be the responsibility of the contractor.
 1. Company's/ corporation's officials concerned with the contract shall be entitled at any time o inspect and examine any materials intended to be used in or on the works either on the site or at factory or workshop or other places, where such materials are assembled, fabricate manufactured or at any place (s) where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.
 2. All materials brought to the site shall become and remains the property of the company/ corporation and shall not be removed off the site without the prior written approval of the Engineer-in-charge. But whenever the works are finally completed and advance, if any respect of any such material is fully recovered the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall revert in and become the property of the contractor.

LABOUR

15. The contractor shall employ labour in sufficient numbers either directly or through sub- contractors to maintain the required rate or 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 eighteen years of age.
 1. The contractor shall furnish to the Engineer-in-charge at monthly intervals, a distribution return of the number and description by trades of the work people employed on works. The contractor shall also submit on the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the proceeding month and the first half of the current month (i) accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefit as provided in the maternity benefit act. 1961 or rules made thereunder and the amount paid to them.
 2. The contractor shall pay to labour employed by him either directly or through sub- contractor's wages not less than fair wages as defined in the contractor's labour regulations.

3. The contractor shall in respect of labour employed by him either directly or through sub- contractors comply with or cause to be complied with the contractor's labour regulations in regard to all matters provided therein.
4. The contractor shall comply with the provision 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 bonus act, 1952 or any modifications thereof or any other law relating there to and rules made there under from time to time.
- 4a. 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 of "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 and amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for employee's state insurance.
5. The Engineer-in-charge shall on a report having been made by an inspecting officer as defined in the contractor's labour regulations have the power to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-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 contractor's labour regulations.
6. The contractor shall indemnify the company/ corporation against any payment to be made under and for observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
7. In the event of the contractor committing a default or breach of any provisions of the aforesaid contractor's labour regulations, as amended from time to time, or furnishing any information or submitting or filling any form/ register/ slip under the provisions of these regulations which is materially incorrect then on the report of the inspecting officer as defined in the contractor's labour regulation. The contractor shall without prejudice to any other liability pay to the company/ corporation a sum not exceeding Rs. 1000/- 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 contractor's default continuing in this respect, the liquidated damages may be enhanced by Rs. 1000/- per day for each day of default subject to maximum percent of the estimated costs of the works 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:

15. 1/1. 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 or rules framed by government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor failed to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover safety code.

1/2. The contractor shall at his own expense arrange for the safety provisions as appended 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 contractors fail 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.

- (i) Failure to comply with model rules for labour welfare, safety code or 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 company/ corporation a liquidated damages an amount not exceeding Rs. 1000/- for each default or materially incorrect statement.

The decision of the Engineer-in-charge in such matter based on reports from the inspecting officers defined in the contractor's labour regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor.

- 16. The contractor shall not be permitted to enter (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the contractor shall be defined and/ or marked on the site plan, falling which these shall be indicated by the Engineer-in-charge at site and the contractor shall on no account be allowed to extend his operation beyond these areas. In respect of any land allotted to the contractor for purposes of or in connection with the contract, the contractor shall be a licensee subject to the following and such other terms and conditions as may be imposed by the licencer :

- (i) That he shall pay a nominal licence fee of Rs. 1 per year or part of year for use and occupation: in respect of each and every separate area of land allotted to him.
- (ii) That such use or occupation shall not confer any right of tenancy of the land to the contractor.
- (iii) That the contractor shall be liable to vacate the land on demand by the Engineer-in-charge.
- (iv) That the contractor shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

- 17. 1. The contractor shall provide, if necessary or if required on the site all temporary access thereto and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required

and when ordered by the Engineer-in-charge and make good all damage done to the site.

Setting out the works :

17. The Engineer-in-charge shall supplied dimensioned, drawings, levels and other information necessary to enable the contractor to set out the works. The contractor shall provide all labour and setting out apparatus required and set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge in which case the cost of rectification shall be borne by the company/ corporation. The contractor shall protect and preserve all bench marks used in setting out the works till end of the defects liability period unless the Engineer-in-charge directs their earlier removal.

Site Drainage :

18. All water which may accumulate on the site during the progress of the works or in trenches and excavations, from other than the expected risks shall beremoved from the site to the satisfaction of the Engineer-in-charge and at the contractor's expense.

Nuisance :

19. The contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally:

Materials obtained from Excavation:

20. Materials of any kind obtained from excavation on the site shall remain the property of the company/ corporation and shall be disposed of as Engineer-in-charge may direct.

Treasure Trove, Fossils etc. :

21. All fossils coins, articles of the value or antiquity and structures and other remains or thing of geological interest discovered on the site shall be the absolute property of the company/ corporation and the contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or things and shall immediately upon discovery thereof and before removal acquaint the Engineer-in-charge's direction as to the disposal of the same at the expense of the company/ corporation.

Protection of Trees :

22. Trees designated by the Engineer-in-charge shall be protected damage during the course of the works and earth level within 1 meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

Watching and Lighting :

23. The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or the safety and convenience of those employed on the works or the public.

Contractor's Supervision :

24. The contractor shall either himself supervise the execution of the works or shall appoint a competent agent approved by the Engineer-in-charge to act in his stead if in the opinion of the Engineer-in-charge the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor shall, at his own expense, employ as his accredited agent an engineer approved by the Engineer-in-charge, orders given to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself. If the contractor fails to appoint a suitable agent as directed by the Engineer-in-charge, the Engineer-in-charge shall have full powers to suspend the extension of the works until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the works.

Inspection and Approval :

25. All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof.
26. 1. No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer-in-charge or his authorized representative whenever any such work of foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises. The contractor accordingly, attends for the purpose of examining and measurement such work or of examining such foundation. In the event of the failure of the contractor to give such notice he shall, if required by the Engineer-in-charge, uncover such work at the contractor's expense.
26. 2. Departmental officers concerned with the contractor shall have powers at any time to inspect and examine any parts of the works and the contractor shall give such facilities as may be required for such inspection and examination.

Duties and Powers of Engineer-in-charge's Representative :

26. The duties of the representative of the Engineer-in-charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed

in connection with the works. He shall have no authority to order any work involving any extra payment by the company/ corporation not to make any variation in the works.

27. 1. The Engineer-in-charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities, any written instruction or written approval given by the representative of the Engineer-in-charge to the contractor within the terms of such delegation shall bind the contractor and the company/ corporation as though it had been given by the Engineer-in-charge.
27. 2. Failure of the representative of the Engineer-in-charge to disapprove any work or materials shall not prejudice the powers of the Engineer-in-charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
27. 3. If the contractor shall be dis-satisfied with any decision of the representative of the Engineer-in-charge he shall be entitled to refer the matter to the Engineer-in-charge who shall thereupon confirm, reverse or vary such decision.

Removal of Workmen :

27. The contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-charge shall be at liberty to object to and require the contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.

Uncovering and Making Good :

28. The contractor shall uncover any part of the works and/ or make openings in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-charge and is subsequently found on uncovering to be executed in accordance with the contract, the expenses of uncovering and/ or making openings in or through, reinstating and making good the same shall be borne by the contractor.

Work during or on Sundays and Holidays :

29. Subject to any provisions to the contrary contained in the contract, none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Engineer-in-charge except when the work is unavoidable or absolutely necessary for the safety of life. Property or works in which case the contractor shall immediately advise the Engineer-in-charge accordingly.

Completion Certificate :

30. (1) As soon as the works is completed, the contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the contractor and/ or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items of groups of items, the Engineer-in-charge shall issue separate completion certificates for such items or groups of items, No certificate of completion shall be issued, nor shall the work be considered to be complete till the contractor shall have removed from the premises on with the works has been executed all scaffolding, sheds and surplus except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor or the workmen and cleaned all dirt from all parts of building (s) in, upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased door and windows, oiled looks and fastening, labelled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may, at the expense of the contractor fulfill such requirements and dispose of the scaffolding, surplus material and rubbish, etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by sale thereof less the cost of fulfilling the requirements and any other amount that may be due to from the contractor, if the expense of fulfilling such requirements, is more than the amount realized on such disposal as aforesaid, the contractor shall forthwith on defined pay such excess.
- 30.(2) If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-charge with the consent of the contractor takes possession of any part or parts of the same (any such part (s) being hereinafter in this condition referred to as the relevant part) then not with-standing anything expressed or implied elsewhere in this contract :-
- (b) Within ten days of the date of completion of such items or grounds items or of possession of the relevant part the Engineer-in-charges shall issue completion certificate for the relevant part as in condition 30(1) above provided the contractor fulfills his obligations under that condition for the relevant part,
 - (c) The defects liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
 - (d) The contractor may reduce the value insured under condition 33/33A by the full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimated shall be applicable for this purposes only and for no other.
 - (e) For the purposes of ascertaining compensation for delay under condition 31 in respect of any period during which the works are not complete the relevant part will be deemed to form a separate item or group, with date of completion as given in the

contract or as extended under condition 14 and actual date of completion as certified by the Engineer-in-charge under this condition.

Compensation for Delay :

31. If the contractor fails to maintain the required progress in terms of condition 13 or to complete the work and clear the site on or before the contract.

Or extended date – period of completion, he shall, without prejudice to any other right or remedy of the company/ corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as may be fixed by the authority mentioned in schedule ‘ F’ on the contract value of the work for every week that the progress remains below that specified in condition 14 or that the work remains incomplete.

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

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

31. 1. Provided always that the total amount of completion for delay to be paid under the condition shall not exceed the under-noted percentage of the contract value or of the contract value of the item or group of item of work for which a separate period of completion is given.

- | | |
|---|------------|
| (a) Completion period (as originally stipulated)
Not exceeding 6 months. | 10 percent |
| (a) Completion period (as originally 7 ½ percent stipulated)
exceeding 6 months and not exceeding 2 years. | |
| (a) Completion period (as originally stipulated)
exceeding 2 years. | 5 percent |

31. 2. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company/ corporation.

32. The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-charge any defect which may develop or may be noticed before the expiry or the period mentioned in schedule F hereto from the certified date of completion and intimation of which has been sent to

the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

33. From commencement to completion of the works, the contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all company's/ corporation's T & P from any cause whatsoever (save and except the excepted risks) and shall at his own cost repair and make good the same so that at completion, the works and all company's/ corporation's T & P shall be in good order and condition and in conformity in every respect with the requirements of the contracts and instructions of the Engineer-in-charge.
- 33 (1) In the event of any loss or damage to the works, the following provisions shall have effect.
- (a) The contractor shall, as may be directed in writing by the Engineer-in-charge, remove from the site any debris and so much of the works as shall have been damaged, taking to the company's/ corporation's store such company's/ corporation's T & P articles and/ or materials as may be directed.
 - (b) The contractor shall, as may be directed in writing by the Engineer-in-charge, proceed with the erection and completion of the works under and in accordance with the provisions and conditions of the contract; and
 - (c) There will be added to the contract sum, the net amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in respect of the re-execution of the works lost or damaged, the replacement of any T & P and of any materials and articles lost or damaged but not incorporated in the works on the day when the loss or damage occurred and the removal by the contractor as provided above of company's/ corporation's T & P articles and/ or materials in the company's/ corporation's store and of debris and damaged works referred to their in and the compensation paid by him under any law for the time being in force, to any workmen employed by him or any injury caused to him, or to the workmen's legal successors for loss of the workmen's life.
- 33 (2) **PROVIDED** always that contractor shall not be entitled to payment under the above the provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- 33 (3) Where company's/ corporation's building or a part thereof is rented by the contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature as to which the decision of the Engineer-in-charge shall be final and binding.
- 33.(4) The Contractor shall indemnify and keep indemnified the Company/Corporation against all losses and claims for injuries or damage to any persons or any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands proceedings, damages, cost charges and expenses whatsoever in the respect or in relation thereto,

PROVIDED always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or indemnify the Company-Corporation against any compensation or damage caused by the excepted risks.

- 33.(5) Before commencing execution of the work, the contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property, (excluding that of the Company-Corporation but including the Company /Corporation 's building rented by the contractor wholly or in a part and any part of which is used by him for storing combustible materials), or to any person (including any employee of the Company-Corporation) by or arising out of carrying out of the contract.
- 33.(6) The contractor shall at all times indemnify the Company/Corporation against all claims, damages or compensation under the provisions of payment of wages act. 1948. Employer's Liability Act. 1938, The workmen's compensation Act. 1923, Industrial Disputes Act. 1947 and The maternity benefit Act. 1961 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works whether in the employment of the contractor or not , save and except where such accident or injury has resulted from any act of the Company –Corporation his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with consent of the contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided the contractor shall ensure against all claims damages or compensation payable under The workmen's compensations Act,1923 or any modification thereof any other law relating thereto.
- 33.(7) The aforesaid insurance policy – policies shall provide that they shall not be cancelled till the engineer-in-charge has agreed to their cancellation.
- 33.(8) The contractor shall prove to engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the defects Liability Period.
- 33.(9) The contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any and shall be responsible for any claims or losses to the Company/ Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his sub contractors (if any) as the case may be the relevant policies and premium receipts as and when required by the engineer-in-charge.
- 33(10) If the Contractor and / or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Company/Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by company /corporation from any moneys due or which may become due to contractor or recover the same as a debt due from the contractor.

Facilities to the Contractors:

34. The contractor shall in accordance with the requirements of the engineer-in-charge afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any other properly-authorized-authority or statutory body which may be employed at the site on execution of any works not included in the contract or of any contract which the Company / Corporation may enter into in connection with or ancillary to the works.

Notice to Local Bodies:

35. The contractor shall comply with and give all notices required under any governmental authority, instrument, rule or order made under any act of parliament, State laws or any regulation or bye-laws of any local authority relating to works. He shall before making any variation from the contract drawing necessitated by such compliance give to Engineer-in-charge written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instructions thereon.

- 35.1 The Contractor shall pay and indemnify the Company/Corporation against any liability in respect of any fees or charges payable under any act of parliament, state law of any government instrument, rule or order and any regulations or bye-laws of any local authority in respect of the works, Sub Contracts:

36. The contractor shall not sublet any portion of the contract without the prior written approval of Authority.

Instruction and notice:

37. Subject as otherwise provided in this contract, all notices to be given on behalf of the Company /corporation and all other action to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of engineer-in-Charge.

- 37.1 All instructions, notice communications etc. under the contract shall be given in writing and if sent by registered post to the last known place of above or business of the contractor shall be deemed to have been served on the date when in the ordinary course of cost these would have been delivered

- 37.2 The Contractor or his agent shall be in attendance at the site (s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

- 38.3. The Engineer-in-charge shall communicate or confirm his instructions to the contractor in respect of the execution of work in a 'Works Site Order Book' maintained in the office of the Engineer-in-Charge and the contractor or the authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the contractor he shall be furnished a certified true copy of such instructions (s).

Foreclosure of contract in Full or in part (due to Abandonment) or reduction in scope of work

38. If at any time after acceptance of the tender the Company/Corporation shall decide to the abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole to be carried out the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from execution of the Works in full but which he did not derive in consequence of foreclosure of the whole or part of works.
- 38.1 The contractor shall be paid contracts rates full amount for work's executed at site and , in addition, a reasonable amount as certified by the Engineer-in-Charge for items hereunder mentioned which could not be utilized on the work of the full extent because of the foreclosure.
- (a). Any expenditure incurred preliminary site work, e.g. Temporary access roads, temporary labour huts staff quarters and site office, storage accommodation and water storage tank.
- (b)(i) The Company /Corporation shall have the opinion to take over contractor's material or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided however, the company /Corporation shall be bound to take over the materials or such portion thereof as the contractor does not desire to retain . For material taken over or to be taken over by the Company /Corporation, cost of such materials. The cost shall however ,taken into account purchase price ,cost of transportation and deterioration or damage which may have been caused to materials whilst in custody of the contractor.
- (ii) For Contractor's material not retained by the Company/Corporation, reasonable cost of transporting such materials from site to contractor's permanent stores or to his other works, whichever is less. If material are not transported to either of the said places, no cost of transportation shall be payable.
- (c) If any materials supplied by the company/Corporation are rendered surplus the same except normal wastage shall be returned by the contractor to the Company/Corporation at rates not exceeding those at which may have been caused whilst the materials were in the custody of the contractor. In addition cost of transporting such materials from site to the Company/ Corporation stores, if so required by the Company /Corporation.
- (d) Reasonable compensation for transfer of T. & P. from site to contractor's permanent stores or to his other works . whichever is less. If T.& P. are not transported to either of the said places, no cost of the transportation shall be payable.
- 38(2) The Contractor shall; if required by the Engineer-in-Charge , furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

Termination of contract for death

39. If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the accepting Authority shall be entitled to cancel the contract as to its in completed part without the Company/Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract. Decision of the accepting Authority that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm can not carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the company /Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

Cancellation of contract in full or in part:

40. If the Contractor –
- (a) at any time makes default in proceeding with the work with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or
 - (b) commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the engineer-in-Charge ; or
 - (c) fail to complete the works or items of work with individual dates of completion, on or before the date (s) of completions , and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge;
- Or
- (d) shall offer or give or agree to give to any person in Company/Corporation's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to obtaining or execution of this or any other contract for the Company/Corporation; or
 - (e) shall enter in to a contract with the company/Corporation in connection with which commission has been paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
 - (f) shall obtain a contract with the company/Corporation as a result of offering tendering or other non –bonafide methods or complicit tendering ; or
 - (g) being an individual, or if a firm, any partner thereof. Shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a

voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the bone fit of his creditors or purport so to do or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

- (h) being a company, shall pass a resolution or the court shall make an order or for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager; or
- (i) shall suffer an execution being levied on his goods and allowed it to be continued for a period of 21 days; or
- (j) assigns, transfers sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign , transfer or sublet the entire works or any portion thereof without prior written approval of the accepting authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the company /Corporation by written notice cancel the contract as a whole or only such items of work in default from the correct.

40.1 The Accepting Authority shall on such cancellation have powers to :

- (a) Take possession of the site and any materials, constructional plant, implements, stores etc. thereon and/or
- (b) Carry out the incomplete work by any means at the risk and cost of the ontractor.

40.2 On cancellation of the contract in full or in part, the Engineer-in-charge shall determine what amount if any is recoverable from the contractor for completion of the works or in case the work or part of the works is not completed, the loss or damage suffered by the company/corporation.

In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractors materials taken over and incorporated in the work, and use of tackle and machinery belonging to the contractor.

40.3 Any excess expenditure incurred or to be incurred by the company/ corporation in completing the works of part of the excess loss or damages suffered or may be suffered by the company/ corporation as aforesaid after allowing such credit shall be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing to pay the same within 30 days.

40.4 If the contractor shall fail to pay the required sum within the aforesaid period of 30 days. The Engineer-in-charge shall have the right to sell any or all of the contractors unused materials, constructional plant implements, buildings etc. and apply the proceeds of sale there of towards the satisfaction of any sums due from the contractor under the contract and

if there after there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

- 40.5 Any sums in excess of the amounts due to the company/ corporation and unsold materials, constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the company/ corporation of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

41. Liability for damage, Defects or Imperfections and Rectification thereof :

If the contractor or his workman or employees shall injury or destefy any, part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress the contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-charge or his representative at any time during construction or re-construction or prior to the expiration of the defects liability period. That any work has been executed with unsound, imperfect or unskillful workmanship or that any materials or articles provided by the contractors for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, or that any defect, shrinkage or other fault have appeared in the work arising out of defective of improper materials or workmanship, the contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-charge, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require or as the case may be, and/ or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-charge in his notice aforesaid, the Engineer-in-charge may rectify or remove and re-execute the work and/ or remove and replace with others the materials or articles complained of, as the case may be by other means at the risk and expense of the contractor.

- 41.1 In case of repairs and maintenance works, splashes and dropping from the white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc., where the work is done, without waiting for completion of all other items of work in the contract. In case the contractor fails to comply with the requirements of this condition the Engineer-in-charge shall have the right to get the work done by other means at the contractor. Before taking such action, however, the Engineer-in-charge shall give three day's notice in writing to the contractor.

Urgent Works :

42. If any urgent work (in respect where of the decision of Engineer-in-charge shall be final and binding) become necessary and the contractor is unable or unwilling at once to carry it out, the Engineer-in-charge by his own or other work people, carry it out as he may consider necessary. If the urgent work shall be such as the contractor is liable under the contract to carry out at his expense, all expenses incurred on it by the company/ corporation shall be recoverable from the contractor and be adjusted or set off against any sum payable to him.

43. Changes in Constitution :

Where the contractor is a partnership firm, prior approval in writing of the accepted authority shall be obtained before any change is made in the constitutions of the firm. Where the contractor is an individual or a hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where-under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of condition 41 (J) hereof and the same action may be taken and the same consequences shall ensue as provided for in the said condition 41.

Training of Apprentices:

44. The contractor shall during the currency of the contract when called upon by the Engineer-in-charge engage and also ensure engagement by sub- contractors and others employed by the contractor in connection with the works, for such periods as may be required by the Engineer-in-charge. The contractor shall train them as required under the apprentices Act. 1961 and shall be responsible for all obligations of the employer under the act including the liability to make payment to apprentices as required under the Act.

VALUATION AND PAYMENT

Records and Measurement :

45. The Engineer-in-charge shall except as otherwise stated ascertain and determine the measurement the value in accordance with the contractor of work done in accordance therewith.
- 45.1 All items having a financial value shall be entered in measurement book, level book, etc. prescribed by the company/ corporation so that a complete record is obtained of all work performed under the contract.
- 45.2 Measurement shall be taken jointly by the Engineer-in-charge or his authorized representative and by the contractor or his authorized representative.
- 45.3 Before taking measurements of any work the Engineer-in-charge or the person deputed by him for the purpose shall give the reasonable notice to the contractor. If the contractors fail to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurement taken by the Engineer-in-charge or by the person deputed by him shall be taken to be correct measurements of the work.
- 45.4 The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 45.5 Measurement shall be signed and dated by both parties each day on the site on completion of measurement. If the contractor objects to any of the measurement recorded on behalf of the company/ corporation a note in that effect shall be made in the measurement book against the item objected to and such note shall be assigned and dated by both parties engaged in taking the measurement.

Methods of Measurements :

46. Except where any general or detailed description of the work in quantities expressly shows the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates – specification notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the schedule of rates – specification, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian standards institution.

Payment on Account :

47. Interim bills shall be submitted by the contractor at monthly intervals on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the required measurements of the work.
- 47.1 Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the following :
all works executed, after deducting there-from the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.
- 47.2 Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or material to which it relates is/are in accordance with the contract.
- 47.3 Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

Time Limit for Payment of Final Bill :

48. The final bill shall be submitted by the contractor within three months of physical completion of the works. No further claim shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in disputes of quantities and at rates as approved by Engineer-in-charge, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.
- (a) Contract amount not exceeding Rs 5 Lakhs.... Four months
(b) Contract amount not exceeding Rs 5 Lakhs.... Six months

After payment of the amount of the final bill payable as aforesaid has been made, the contractor may if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

Overpayments and Underpayments:

- 49 Where-ever any claim for the payment of a sum of money to the company/ corporation arises out of or under this contract against the contractor the same may be deducted by the company/ corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the company/ corporation or from any other sum due to the contractor from the company/ contractor (which may be available with the company/ corporation) or from his security deposit, or he shall pay to claim on demand.
- 49.1 The company/ corporation reserve the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. the company/ corporation further reserve the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the

parties as an item of dispute before an arbitrator appointed under condition 57 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award:

- 49.2 If a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the company/ corporation from the contractor by any or all of the methods prescribed above or if any under payment is discovered, the amount shall be duly paid to the contractor by the company/ corporation.
- 49.3 Provided that the aforesaid right of the company/ corporation to adjust over payments against amounts due to the contractors under any other contract with the company/ corporation shall not extend beyond the periods of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the contractor under the MINUS final bill is communicated to the contractor.
- 49.4 Any amount due to the contractor under this contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor, from him to the company/ corporation on any other contract or account whatsoever.

ARBITRATION AND LAWS

Arbitration :

50. Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications; design, drawings and instructions herein before mentioned as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates instructions, orders or these conditions or otherwise concerning the works, or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager, Chief Project Manager/ Manager Civil of Bharat Heavy Electricals Limited, JHANSI. And if the General Manager/ Chief Project Manager / Manager Civil is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager, Chief Project Manager, Manager Civil willing to act as such arbitrator. There will be no objection if the arbitrator so appointed in an employee of Bharat Heavy Electricals Limited, JHANSI and that he had to deal with the matters to which the contract relates and that in the course of his duties to such he had expressed views on all or any of the matter in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office being unable to act for any reason, such General Manager/ Chief Project Manager / Manager Civil 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 stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such General Manager/ Chief Project Manager / Manager Civil as aforesaid should act as arbitrator and if for any reason, that is not possible the matter is not be referred to arbitration at all. In all cases where the amount of the claim is dispute is Rs 50,000 (Rupees Fifty Thousand) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of the Arbitration, Act. 1940, or any statutory modification or re-enhancement thereof and the rules made there-under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

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

Laws governing the contract.

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

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