



GENERAL TERMS & CONDITIONS

| CL. NO. | PARTICULARS | VENDOR RESPONSE |
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| 1. | EVERY CONTRACTOR WORKING IN BHARAT HEAVY ELECTRICALS LTD. IN GENERAL AND CENTRAL FOUNDRY FORGE PLANT IN PARTICULAR WILL HAVE TO ABIDE BY THE FOLLOWING TERMS AND CONDITIONS IN TERMS OF MINIMUM WAGES ACT, CONTRACT LABOUR (REGULATION & ABOLITION) ACT, 1970 IN ADDITION TO THOSE, WHICH ALREADY EXIST. VIOLATION OF THESE PROVISIONS WILL MAKE THE CONTRACTOR LIABLE FOR PUNISHMENT WITH IMPRISONMENT OR WITH FINE OR WITH BOTH, AS SPECIFIED IN THE ACT. | |
| 2. | EVERY CONTRACTOR EMPLOYING A NUMBER OF WORKMEN AS LAID DOWN BY THE APPROPRIATE GOVERNMENT, WILL HAVE TO OBTAIN A LICENSE IMMEDIATELY AFTER AWARD OF WORK ORDER FROM THE LICENSING AUTHORITY APPOINTED BY THE APPROPRIATE GOVERNMENT, APPLICABLE FOR THE STATE OF UTTARAKHAND, AS APPLICABLE TO WORKS CONTRACT ENTERED WITH BY BHEL, HARIDWAR. OBTAINING SUCH LICENSE WILL BE AT THE COST OF THE CONTRACTOR AND SOLE RESPONSIBILITY OF THE CONTRACTOR ITSELF. BHEL SHALL ISSUE NECESSARY DOCUMENTS AS REQUIRED FOR THIS PURPOSE TO THE CONTRACTOR. ANY CHARGES ARISING AS A CONSEQUENCE OF ANY VIOLATION SHALL ALSO BE TO THE ACCOUNT OF THE CONTRACTOR. THE LICENSE SO OBTAINED SHALL BE SUBMITTED TO BHEL. | |
| 3. | SINCE THE LICENSES ARE ISSUED ON YEARLY BASIS IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO GET THIS RENEWAL REGULARLY AT THE COST AND SOLE RESPONSIBILITY OF THE CONTRACTOR, TILL THE CONTRACT ENDS. ANY CHARGES ARISING AS A CONSEQUENCE OF ANY VIOLATION SHALL ALSO BE TO THE ACCOUNT OF THE CONTRACTOR. BHEL SHALL NOT BE HELD RESPONSIBLE FOR ANY OMISSION/COMMISSION IN THIS REGARD ON WHATSOEVER GROUND. | |
| 4. | THE CONTRACTOR SHALL, WITHOUT FAIL, GIVE UPTO-DATE INFORMATION IN WRITING OF THE ATTENDANCE OF THE WORKERS ENGAGED BY HIM. | |
| 5. | THE CONTRACTOR SHALL PAY WAGES TO THE EMPLOYEES ENGAGED BY HIM AT RATES NOT LESS THAN THE MINIMUM WAGE RATE. | |

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| 6. | <p>THE MINIMUM WAGES RATE PAYABLE BY THE CONTRACTOR TO THEIR EMPLOYEES WILL BE GOVERNED BY MINIMUM WAGES ACT AS NOTIFIED BY BHEL FROM TIME TO TIME IRRESPECTIVE OF THE NUMBER OF EMPLOYEES DEPLOYED BY THE CONTRACTOR. THE CONTRACTOR WILL ENSURE THAT THE SAME HAS BEEN PAID TO THEIR STAFF DIRECTLY IN THEIR RESPECTIVE BANK ACCOUNTS IN TIME AND NECESSARY ACKNOWLEDGEMENT OBTAINED. GENERALLY, MINIMUM WAGES ARE REVISED ON HALF YEARLY BASIS i.e. W.E.F. FEBRUARY 01 AND AUGUST 01 EVERY YEAR. NOTIFICATIONS TO THIS EFFECT MAY HOWEVER BE ISSUED AT A DATE LATER THAN THE EFFECTIVE DATE. CONTRACTOR WILL HAVE TO PAY THE WAGES WITH RETROSPECT FROM EFFECTIVE DATE IN SUCH A CASE.</p> | |
| 7. | <p>ALL THE EMPLOYEES WHETHER WORKMEN/SUPERVISOR(S)/ENGINEER(S) WILL BE PAID THEIR WAGES THROUGH ONLINE TRANSFER DIRECTLY TO THEIR RESPECTIVE BANK ACCOUNTS ON MONTHLY BASIS ON OR BEFORE 7TH OF EACH MONTH FOLLOWING THE MONTH FOR WHICH THE CONCERNED EMPLOYEE HAS WORKED IN BHEL PREMISES, WHETHER FOR WHOLE MONTH OR PART THAT OF. BHEL MAY, AT ITS WILL, DEMAND FROM THE CONTRACTOR, PROOF OF SUCH TRANSFERS FOR ANY OR ALL OF THE MONTHS FOR WHICH THE EMPLOYEE HAS WORKED AND THE WAGES/PAYMENT ARE DUE. IN CASE THE 7TH OF THE MONTH HAPPENS TO BE A HOLIDAY/SUNDAY, THE PAYMENT WILL HAVE TO BE MADE BEFORE THE 7TH OF THE MONTH.</p> | |
| 8. | <p>IN CASE THE CONTRACTOR FAILS TO MAKE PAYMENT OF WAGES TO HIS WORKMEN OR REMITTANCE OF CONTRIBUTIONS TO THE CONCERNED AUTHORITIES, BY THE DUE DATE, THE SECURITY DEPOSIT/OTHER DUES/RUNNING BILLS UNDER THE CONTRACT SHALL BE UTILIZED BY BHEL TO DISCHARGE THE LIABILITY OF THE CONTRACTOR.</p> | |
| 9. | <p>CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR NON-PAYMENT/DELAYED PAYMENT OF WAGES/DA, CONTRIBUTIONS UNDER EPF & MP ACT, ESI ACT ETC.</p> | |
| 10. | <p>THE ENGINEER-IN-CHARGE WILL NOMINATE AND AUTHORIZE A SUPERVISOR, GENERALLY SUPERVISOR INCHARGE OF THE WORK WHO WILL BE PRESENT AT THE TIME OF DISBURSEMENT OF WAGES BY THE CONTRACTOR AND CONTRACTOR WILL HAVE TO OBTAIN A CERTIFICATE IN HIS ALL WAGE SHEETS, MUSTER ROLLS FROM THE SUPERVISOR CONCERNED AS UNDER :- “CERTIFIED THAT AMOUNT SHOWN IN COLUMN.....HAS BEEN PAID TO THE ACCOUNT OF THE WORKMEN CONCERNED ON AT..... AND THE SAME HAS BEEN VERIFIED FROM BANK DOCUMENTS”</p> | |

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| 11. | WHERE THE EMPLOYMENT OF ANY WORKER IS TERMINATED BY THE CONTRACTOR THE WAGES EARNED BY HIM SHALL BE PAID BEFORE THE EXPIRY OF THE SECOND WORKING DAY FROM THE DAY ON WHICH THE EMPLOYMENT IS TERMINATED EXCEPT WHERE IT IS PERMITTED BY LAW OF THE LAND TO WITH-HOLD THE WAGES e.g. IN CASE OF GROSS MISCONDUCT. | |
| 12. | WHENEVER AN EMPLOYEE OF THE CONTRACTOR CEASES TO BE IN HIS EMPLOYMENT, HIS GATE PASS SHOULD BE DEPOSITED WITH CISF BY THE CONTRACTOR ON THE WORKING DAY FOLLOWING THE DATE OF EVENT OF EMPLOYEE OF THE CONTRACTOR CEASING TO BE IN SUCH EMPLOYMENT, UNDER INTIMATION TO THE ENGINEER-IN-CHARGE. | |
| 13. | IN CASE THE WORK IS COMPLETED BEFORE THE EXPIRY OF THE WAGE PERIOD THE FINAL PAYMENT DUE TO THE WORKMEN/STAFF OF THE CONTRACTOR SHALL BE MADE BY THE CONTRACTOR WITHIN TWO WORKING DAYS OF THE LAST WORKING DAY. | |
| 14. | CONTRACTOR TO PROVIDE PF PASS BOOK TO HIS WORKMEN AND ENSURE PAYMENT OF PF, EDLI, PENSION DUES UNDER EPF & MP ACT 1952 TO THE RPFC. | |
| 15. | CONTRACTOR SHALL ENSURE PAYMENT OF ESI CONTRIBUTION UNDER ESI ACT 1948 AND PROVIDE ESI MEMBERSHIP NO./CARD OF EACH WORKMEN. | |
| 16. | CONTRACTOR SHALL PRODUCE PROOF OF DEDUCTIONS AS WELL AS REMITTANCES OF PF, EDLI, PENSION, ESI CONTRIBUTION, ADMINISTRATIVE CHARGES ETC. WHEREVER APPLICABLE AND SHALL MAINTAIN PROPER RECORDS. | |
| 17. | CONTRACTOR SHALL FURNISH PROPER RETURNS TO THE CONCERNED STATUTORY AUTHORITIES AND SHALL PROVIDE A COPY OF THE SAME TO BHEL. | |
| 18. | THE LIABILITY FOR ANY COMPENSATION ON ACCOUNT OF INJURY SUSTAINED BY ANY WORKMEN OF THE CONTRACTOR WILL BE EXCLUSIVELY THAT OF THE CONTRACTOR. | |
| 19. | THE CONTRACTOR IS LIABLE TO PAY BONUS TO HIS EMPLOYEES IN ACCORDANCE WITH THE PAYMENT OF BONUS ACT 1965 | |
| 20. | CONTRACTOR SHALL ENSURE THAT ALL HIS WORKMEN/EMPLOYEES ARE PHYSICALLY AND MENTALLY FIT AND ADEQUATELY QUALIFIED AND EXPERIENCED FOR THE INTENDED WORK. | |
| 21. | CONTRACTOR SHALL OBSERVE PROVISIONS OF THE FACTORIES ACT IN RESPECT OF WORKING HOURS, HOLIDAYS, REST INTERVALS, LEAVE AND OVERTIME TO HIS WORKMEN. | |
| 22. | IN CASE A CONTRACTOR EMPLOYS WOMEN HE WILL DISCHARGE HIS OBLIGATION UNDER LAW IN RESPECT OF SUCH WOMEN WORKERS LIKE PROHIBITION OF ENGAGING THEM DURING NIGHT- HOURS, PROHIBITION OF EMPLOYING THEM FOR MORE THAN 9 HOURS PER DAY, PROVISION OF CRÈCHE FACILITY, GRANT OF MATERNITY LEAVE AS PER RULES ETC. | |

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| 23. | CONTRACTOR WILL MAINTAIN PROPER DISCIPLINE AMONGST HIS EMPLOYEES WITHIN THE BHEL PREMISES IN GENERAL AND AT THE WORK PLACE IN PARTICULAR. | |
| 24. | CONTRACTOR WILL KEEP A WATCH ON HIS EMPLOYEES AND HE WILL BE LIABLE FOR ANY PILFERAGE ANY LOSS TO BHEL DUE TO ACTS OF OMISSION AND COMMISSION BY HIS EMPLOYEES. SIMILARLY LIABILITY TO ANY OUTSIDER ON ACCOUNT OF ANY ACT OF OMISSION AND COMMISSION BY THE EMPLOYEES DEPLOYED BY THE CONTRACTOR SHALL LIE EXCLUSIVELY WITH HIM. | |
| 25. | IN THE EVENT OF TERMINATION OF CONTRACTS FOR WHATSOEVER REASONS, THE CONTRACTOR SHALL WITHDRAW ALL THE EMPLOYEES FROM THE ESTABLISHMENT OF BHEL | |
| 26. | IN CASE THE CONTRACTOR MAKES DEFAULT IN THE WORK WITHIN THE TIME SPECIFIED BY BHEL IN SPITE OF A REASONABLE NOTICE IN WRITING, OR FAILS TO CARRY OUT ANY CONTRACTUAL / STATUTARY OBLIGATIONS OR IN CASE THE SERVICES RENDERED BY HIM ARE FOUND TO BE UNSATISFACTORY BY BHEL INSPITE OF REASONABLE NOTICE IN WRITING OR IN CASE HE NEGLECTS OR REFUSES TO EXECUTE THE CONTRACT OR ANY PART THEREOF AT ANY STAGE, THE CONTRACT SHALL, WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO BHEL, BE LIABLE TO BE CANCELED / TERMINATED IN PART OR AS A WHOLE. IN THE EVENT OF CANCELLATION / TERMINATION OF CONTRACT DUE TO REASONS MENTIONED HEREIN, NO DAMAGES SHALL BE PAYABLE TO THE CONTRACTOR BY BHEL. THE CONTRACTOR SHALL BE LIABLE TO COMPENSATE BHEL FOR ANY LOSSES INCURRED BY BHEL. IN SUCH A CASE, BHEL WILL ALSO HAVE THE PRIVILEGE OF GETTING THE WORK DONE FROM ANY OTHER CONTRACTOR AT THE RISK AND COST OF BHEL. | |
| 27. | WHENEVER ANY SUM OF MONEY IS FOUND TO BE RECOVERABLE FROM OR PAYABLE BY THE CONTRACTOR THE SAME MAY BE DEDUCTED FROM ANY SUM THAT MAY BE DUE OR WHICH AT ANY TIME THERE AFTER MAY BECOME DUE TO THE CONTRACTOR UNDER THIS CONTRACT OR UNDER ANY OTHER CONTRACT. IN CASE THE RECOVERIES ARE NOT COMPLETE EVEN AFTER SUCH DEDUCTION THE CONTRACTOR SHALL PAY THE SAME OR THE BALANCE THEREOF ON DEMAND. | |
| 28. | THE CONTRACTOR SHALL PROMPTLY INTIMATE THE AUTHORITY SIGNING THE LETTER OF ACCEPTANCE AS AND WHEN ANY OTHER CONTRACT IS AWARDED TO HIM IN BHEL UP TO THE COMPLETION OF THIS CONTRACT. | |
| 29. | THE CONTRACTOR SHALL INDEMNIFY BHEL AGAINST ALL CLAIMS AND LOSSES UNDER VARIOUS LABOUR LAWS, STATUES OR ANY CIVIL OR CRIMINAL LAW IN CONNECTION WITH EMPLOYEES DEPLOYED BY HIM. | |

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| 30. | ANY OR ALL THE EMPLOYEES OF THE CONTRACTOR WILL BE REQUIRED/MAY BE ALLOWED TO WORK IN BHEL PREMISES ON SUNDAYS/HOLIDAYS. | |
| 31. | ANY WORKMAN OF CONTRACTOR, WORKING FOR MORE THAN 9 HOURS ON ANY DAY OR FOR MORE THAN 48 HOURS IN ANY WEEK SHALL BE PAID WAGES AT THE RATE OF TWICE THE ORDINARY RATES OF WAGES IN ACCORDANCE WITH THE PROVISIONS OF SECTION 59 OF THE FACTORIES ACT, 1948 READ WITH RULE 76 OF THE UP FACTORIES RULES, 1950. | |
| 32. | EVERY EMPLOYEE OF THE CONTRACTOR SHALL BE ALLOWED ONE DAY LEAVE OR SHALL BE PAID ONE DAY LEAVE WAGE FOR EVERY 20 DAYS OF WORK. EVERY EMPLOYEE OF THE CONTRACTOR SHALL BE ALLOWED LEAVE OR SHALL BE PAID ONE DAY LEAVE WAGE FOR ALL THE WORKING DAYS DECLARED AS HOLIDAYS BY BHEL. | |
| 33. | THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS REGARDING WELFARE AND HEALTH FACILITIES AS PROVIDED UNDER THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970 READ WITH THE CONTRACT LABOUR (R&A) RULES, 1971. NO PERSON UNDER THE AGE OF 18 YEARS SHALL BE ENGAGED FOR ANY WORK IN THE PREMISES OF BHEL FOR ANY WORK. | |
| 34. | EVERY EMPLOYEE OF THE CONTRACTOR SHALL BE COVERED UNDER ESIC ACT AND IT WILL BE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE COMPLIANCE TO THE ESIC ACT. | |
| 35. | THE CONTRACTOR WILL HAVE TO ISSUE AN EMPLOYMENT CARD / IDENTITY CARD TO EACH OF HIS WORKER / EMPLOYEE WORKING IN BHEL PREMISES, WITHIN 3 DAYS OF THE EMPLOYMENT OF THE WORKER. THE CARD HAS TO BE MAINTAINED UP TO DATE AND ANY CHANGE IN THE PARTICULARS SHALL BE ENTERED THEREIN. THE EMPLOYMENT CARD / IDENTITY CARD THUS ISSUED SHALL CARRY INFORMATION REGARDING THE EMPLOYEE LIKE NAME, EMPLOYMENT / IDENTITY NO., DESIGNATION, EMPLOYER NAME, PLACE OF WORK AND CONTRACT NO. | |
| 36. | THE CONTRACTOR WILL MAINTAIN ALL THE NECESSARY DOCUMENTS, FORMS, REGISTERS, RECORDS AND NOTICES AS REQUIRED BY VARIOUS ACTS INCLUDING CONTRACT LABOUR (REGULATION AND ABOLITION) ACT-1970 AND FACTORIES ACT-1948, LAWS, RULES AND REGULATIONS AS APPLICABLE TO WORKS CONTRACTS. | |
| 37. | ALL THE REGISTERS AND RECORDS SHALL BE PRESERVED IN ORIGINAL FOR A PERIOD OF THREE YEARS FROM THE DATE OF LAST ENTRY. CONTRACTOR WILL SUBMIT ALL SUCH RECORDS, REGISTERS, NOTICES ETC. TO THE APPROPRIATE AUTHORITY AS AND WHEN DEMANDED. | |

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| 38. | ALL THE STATUTORY REQUIREMENT UNDER THE MINIMUM WAGES 1948, PAYMENT OF WAGES ACT 1936, EPF ACT AND MP ACT 1952, PAYMENT OF GRATUITY ACT, ESIC ACT 1948, CONTRACT LABOUR (R&A) 1970, PAYMENT OF BONUS ACT 1965, INCOME TAX ACT, SERVICE TAX ACT, OTHER APPLICABLE ACTS AND RULE THERE UNDER AND NOTIFICATION ISSUED IN RELATION TO THE EMPLOYMENT OF HIS EMPLOYEES ISSUED FROM TIME TO TIME BY THE CONCERNED AUTHORITIES SHALL BE COMPLIED BY THE CONTRACTOR . | |
| 39. | NON – EXERCISE OF ANY OF THE POWER OR RIGHTS AVAILABLE TO BHEL HEREUNDER OR UNDER ANY LAW, SHALL NOT IN ANY WAY OPERATE AS WAIVER THEREOF. | |
| 40. | IN GENERAL NO WORKMEN OF THE CONTRACTOR WILL BE ENGAGED ON WORK CONTINUOUSLY FOR MORE THAN 5 HRS. AT A SINGLE STRETCH WITHOUT A BREAK AS PROVIDED BY FACTORIES ACT. | |
| 41. | IN GENERAL NO WORKMEN OF THE CONTRACTOR WILL BE DEPLOYED ON WORK FOR MORE THAN 8 HRS. ON ANY GIVEN DAY. DUE TO EXIGENCY OF WORK HOWEVER, ANY OR ALL THE WORKMEN MAY BE ENGAGED FOR A MAXIMUM OF UP TO 16 HRS. IN A DAY UNDER THE PROVISIONS OF FACTORIES ACT-1948. | |
| 42. | EVERY CONTRACTOR SHALL SEND HALF YEARLY RETURNS IN DUPLICATE SO AS TO REACH THE LICENSING OFFICER NOT LATE THAN 20 DAYS FROM THE CLOSING OF THE RELEVANT HALF YEAR | |
| 43. | ALL THE ITEMS REQUIRED FOR EXECUTION OF THE WORKS CONTRACT ARE TO BE SUPPLIED AND INSTALLED BY THE VENDOR IN CFFP PREMISES UNLESS SPECIFIED OTHERWISE. | |
| 44. | THE INITIAL CONTRACT PERIOD WILL BE 60 CALENDER MONTHS, EXTENDABLE FOR A FURTHER PERIOD NOT EXCEEDING 60 CALENDER MONTHS ON SAME TERMS & CONDITIONS AND MUTUAL AGREEMENT OF RATES. | |
| 45. | BHEL SHALL HAVE THE PRIVITY OF THE CONTRACT WITH THE CONTRACTOR ONLY AND WILL GIVE INSTRUCTIONS TO THE CONTRACTOR OR HIS AUTHORIZED REPRESENTATIVE (CONTRACTOR'S SITE INCHARGE). BHEL HAS NOTHING TO DO OR CONCERNED WITH THE EMPLOYMENT OF WORKMEN OR EMPLOYEES WORKING FOR THE CONTRACTOR .THE RELATIONSHIP BETWEEN BHEL AND THE CONTRACTOR WILL BE THAT OF INDEPENDENT ENTITLES AND NOTHING HEREIN CONTAINED WILL AMOUNT TO JOINT VENTURE, PARTNERSHIP OR AN EMPLOYER-EMPLOYEE RELATIONSHIP. | |
| 46. | THE CONTRACTOR SHALL NOT SUBLET OR TRANSFER THE CONTRACT OR ANY PART THEREOF TO ANY OTHER INDIVIDUAL FIRM OR COMPANY. | |

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| 47. | THE CONTRACTOR WILL ABIDE BY ALL THE RULES AND REGULATIONS AS ISSUED BY THE APPROPRIATE GOVERNMENT AND THE LAW OF THE LAND AS IN FORCE AT THE TIME OF ISSUE OF WORK ORDER AND AS MODIFIED BY THE APPROPRIATE GOVERNMENT FROM TIME TO TIME INCLUDING LABOUR LAWS AND OTHER LAWS AS APPLICABLE TO THE CONTRACT WORKMEN UNDER HIS EMPLOYMENT WITHIN THE BHEL PREMISES AND AT ALL TIEMS SHALL KEEP BHEL INDEMNIFIED FROM ANY LOSSES, CLAIMS, PROSECUTION UNDER ANY LAW. | |
| 48. | THE CONTRACTOR WILL ABIDE BY ALL THE RULES AND REGULATIONS AS ISSUED BY BHEL AS IN FORCE AT THE TIME OF ISSUE OF WORK ORDER AND AS MODIFIED BY COMPETENT AUTHORITY FROM TIME TO TIME. | |
| 49. | THE CONTRACTOR WILL ABIDE BY ALL THE TENDER/WORK SPECIFIC TERMS AND CONDITIONS AS PROVIDED IN ANNEXURE-II : TENDER/WORK SPECIFIC SPECIAL TERMS AND CONDITIONS. | |
| 50. | THE CONTRACTOR WILL ABIDE BY ALL THE SAFETY TERMS AND CONDITIONS AS PROVIDED IN ANNEXURE-III : SAFETY / SECURITY TERMS AND CONDITIONS. | |
| 51. | THE DECISION OF BHEL REGARDING INTERPRETATION OF ANY OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT SHALL BE FINAL AND BINDING ON THE CONTRACTOR. | |
| 52. | ALL DISPUTES ARISING IN CONNECTION WITH THE CONTRACT SHALL BE SETTLED BY MUTUAL CONSULTATION. IF NO AGREEMENT IS REACHED THE DISPUTE SHALL BE SETTLED IN ACCORDANCE WITH THE PROVISIONS OF THE ARBITRATION AND CONCILIATION ACT, 1996 AND THE RULES MADE THERE UNDER. THE DISPUTE SHALL BE REFERRED FOR ARBITRATION TO ANY ARBITRATOR TO BE APPOINTED BY THE HEAD OF CFFP/BHEL. THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING ON BOTH THE PARTIES. THE VANUE OF THE ARBITRATION SHALL BE HARIDWAR (U.K.) IN INDIA. THE AWARD TO BE GIVEN BY THE ARBITRATION SHALL BE A SPEAKING AWARD. THE QUESTIONS, DISPUTES, DIFFERENCES ARISING UNDER, OUT OF OR IN CONNECTION WITH THIS CONTRACT SHALL BE TO THE EXCLUSIVE JURISDICTION OF HARIDWAR COURTS. | |

SAFETY/SECURITY RELATED TERMS & CONDITIONS

| SL. NO. | PARTICULARS | REMARKS/VEND OR RESPONSE |
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| A. | <u>GENERAL SAFETY AND SECURITY TERMS & CONDITIONS</u> | |

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| 1.0 | THE CONTRACTOR SHALL ENSURE PROPER SAFETY OF ALL THE WORKMEN, MATERIALS, PLANT AND BELONGING TO HIM OR TO BHEL OR TO OTHERS, WORKING AT OR NEAR THE SITE. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVISION OF ALL SAFETY NOTICES AND SAFETY EQUIPMENT REQUIRED BOTH BY THE RELEVANT LEGISLATION AND THE ENGINEER-IN-CHARGE AS HE MAY DEEM NECESSARY. | |
| 2.0 | THE CONTRACTOR SHALL ADOPT ADEQUATE SAFETY MEASURES AND USE OF PROTECTIVE CLOTHING BY ALL HIS EMPLOYEES WITHIN BHEL PREMISES WHETHER ENGAGED OR NOT IN ACTUAL WORK ON SITE AND PROVIDE FOR PPEs etc. AS ARE NECESSARY FOR THEIR SAFETY. | |
| 3.0 | THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY ARRANGEMENTS OF ALL EQUIPMENT USED IN CONNECTION WITH THE EXECUTION OF THE WORK AND SHALL ENSURE USE OF ONLY T&P INCLUDING LIFTING TOOLS AND TACKLE THAT ARE FIT FOR USE. THE T&P, IN PARTICULAR LIFTING TOOLS AND TACKLES SHALL PERIODICALLY BE TESTED TO THE SATISFACTION OF BHEL. ALL TEST CERTIFICATES SHALL BE MADE AVAILABLE TO BHEL AS AND WHEN REQUIRED. | |
| 4.0 | THE CONTRACTOR SHALL TAKE ADEQUATE SAFETY PRECAUTIONS FOR PREVENTION OF ACCIDENTS AT SITE. THE CONTRACTOR SHALL ALSO ENSURE THAT THEIR EMPLOYEES/WORKMEN COMPLY WITH THE STATUTORY SAFETY RULES AND REGULATIONS AS GENERALLY REQUIRED AT WORK PLACES AND ALSO THOSE LAID DOWN BY BHEL FROM TIME TO TIME. | |
| 5.0 | THE CONTRACTOR SHALL PROVIDE AT HIS COST NECESSARY WATCH AND WARD AS MAY BE APPROVED BY BHEL TO ENSURE SECURITY AND SAFETY OF ALL BUILDINGS, STRUCTURES, EQUIPMENTS AND MATERIALS UNDER THEIR CUSTODY WITHIN THE BHEL PREMISES OF WORK. | |
| 6.0 | THE CONTRACTOR SHALL ABIDE BY ALL SECURITY REGULATIONS WITHIN BHEL PREMISES AS LAID DOWN BY BHEL FROM TIME TO TIME. THE CONTRACTOR SHALL PROVIDE IDENTITY BADGES TO THEIR PERSONNEL AND WORKMEN, WHICH MUST BE PROPERLY DISPLAYED BY THEM AT SITE. | |
| 7.0 | IN CASE OF ANY ACCIDENT IT WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE NECESSARY MEDICAL AID TO HIS INJURED WORKMEN AND LIAISON WITH THE CONCERNED AUTHORITIES I.E. ESI ETC. | |

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| 8.0 | IN ORDER TO FACILITATE ISSUE OF EXIT GATE PERMITS BY BHEL FOR MATERIALS AND EQUIPMENTS DURING CONTRACT PERIOD, THE CONTRACTOR SHALL SUBMIT TO BHEL LIST OF MATERIALS THAT SHALL BE TAKEN BY THEM INSIDE / OUTSIDE THE BHEL PREMISES FROM TIME TO TIME. SUCH MOVEMENT OF MATERIALS, EQUIPMENT, TOOLS, TACKLES ETC. SHALL BE SUBJECT TO CERTIFICATION BY THE ENGINEER IN CHARGE. | |
| 9.0 | THE CONTRACTOR AND HIS PERSONNEL/WORKMEN SHALL BE SUBJECT TO SECURITY CHECK BY BHEL'S OWN SECURITY FORCE i.e. CENTRAL INDUSTRIAL SECURITY FORCE. | |
| 10.0 | THE CONTRACTOR SHALL NOT ALLOW ANY VISITORS ON THE WORKS EXCEPT WITH THE WRITTEN PERMISSION OF BHEL. | |
| 11.0 | FROM THE COMMENCEMENT TO THE COMPLETION OF WORK, THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR THE CARE OF ALL THE MATERIAL PROPERTY BELONGING TO THE CONTRACTOR, BHEL OR ANY OTHER AGENCY WORKING IN THE VICINITY OF THE PLACE WHERE THE WORKS UNDER THE CONTRACT IS GOING ON THROUGHOUT THE CONTRACT PERIOD. ANY DAMAGE DUE TO ANY ACT OF COMMISSION OR OMISSION BY THE CONTRACTOR OR HIS EMPLOYEE(S) SHALL BE REPAIRED/REPLACE/COMPENSATED BY THE CONTRACTOR AT HIS RISK AND COST. | |
| 12.0 | THE CONTRACTOR WILL NOTIFY WELL IN ADVANCE TO THE ENGINEER-IN-CHARGE OF HIS INTENTION TO BRING TO BHEL PREMISES, ANY MATERIAL WHICH MAY INVOLVE HAZARDS INCLUDING BUT NOT LIMITED TO ANY SUBSTANCE OR CHEMICAL OF EXPLOSIVE NATURE, PETROLEUM PRODUCTS OR LIKEWISE. THE ENGINEER-IN CHARGE SHALL HAVE THE RIGHT TO PRESCRIBE THE CONDITIONS UNDER WHICH SUCH MATERIAL ARE TO BE STORED, HANDLED, AND USED. DURING THE PERFORMANCE OF THE WORKS THE CONTRACTOR SHALL STRICTLY ADHERE TO AND COMPLY WITH SUCH INSTRUCTIONS. THE ENGINEER-IN CHARGE SHALL HAVE RIGHT TO INSPECT (AT HIS SOLE DISCRETION) ANY SUCH MATERIAL OR SUCH PLANT/EQUIPMENT, FOR WHICH MATERIAL IS REQUIRED TO BE USED AND IF IN HIS OPINION, ITS USE IS NOT SAFE, HE MAY FORBID ITS USE IRRESPECTIVE OF COMPLIANCE TO THE SAFETY GUIDELINES PROVISIONED FOR THE SAME. COMPLIANCE TO STATUTORY RULES IN RESPECT OF SUCH CONDITIONS WHERE SUCH MATERIAL IS USED BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. | |
| 13.0 | FURTHER, ANY SUCH DECISION OF PERMISSION OF SUCH MATERIAL BY THE ENGINEER-IN CHARGE SHALL NOT IN ANY WAY ABSOLVE THE CONTRACTOR OF HIS RESPONSIBILITIES FOR SAFETY PROVISIONS. | |

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| 14.0 | WHERE IT IS NECESSARY TO PROVIDE AND/OR STORE PETROLEUM PRODUCTS OR PETROLEUM MIXTURES AND EXPLOSIVE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CARRYING OUT SUCH PROVISION AND/OR STORAGE IN ACCORDANCE WITH THE RULES AND REGULATION LAID DOWN IN PETROLEUM ACT 1934, EXPLOSIVES ACT 1948 AND PETROLEUM AND CALCIUM CARBIDE MANUAL PUBLISHED BY THE CHIEF INSPECTOR OF EXPLOSIVES OF INDIA. ALL SUCH STORAGE SHALL HAVE PRIOR APPROVAL OF THE ENGINEER-IN-CHARGE. IN CASE, ANY APPROVAL IS NECESSARY FROM THE CHIEF INSPECTOR (EXPLOSIVES) OR OTHER STATUTORY AUTHORITIES, THE CONTRACTOR SHALL OBTAIN THE SAME AT HIS RISK AND COST. | |
| 15.0 | ALL EQUIPMENT USED IN EXECUTION OF THE CONTRACT BY THE CONTRACTOR SHALL MEET INDIAN/INTERNATIONAL STANDARDS AND WHERE SUCH STANDARDS DO NOT EXIST, CONTRACTOR SHALL ENSURE THESE TO BE ABSOLUTELY SAFE. ALL EQUIPMENT SHALL BE STRICTLY OPERATED AND MAINTAINED BY THE CONTRACTOR IN ACCORDANCE WITH MANUFACTURER'S OPERATION & MAINTENANCE MANUAL AND SAFETY INSTRUCTIONS AND AS PER GUIDELINES/RULES OF BHEL IN THIS REGARD. | |
| 16.0 | PERIODICAL EXAMINATION AND ALL TESTS FOR ALL LIFTING / HOISTING EQUIPMENT AND TACKLES SHALL BE CARRIED OUT IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FACTORIES ACT 1948. INDIAN ELECTRICITY RULES 1910 AND ASSOCIATED LAW / RULES IN FORCE FROM TIME TO TIME. A REGISTER OF SUCH EXAMINATIONS AND TEST SHALL BE PROMPTLY PRODUCED AS AND WHEN DESIRED BY ENGINEER IN CHARGE OR SAFETY OFFICER. | |
| 17.0 | CONTRACTOR SHALL PROVIDE SUITABLE SAFETY EQUIPMENT (PPEs) OF PRESCRIBED STANDARD TO ALL EMPLOYEES AND WORKMEN ACCORDING TO THE NEED AT HIS OWN COST AS MAY BE DIRECTED BY ENGINEER-IN-CHARGE WHO WILL ALSO HAVE THE RIGHT TO EXAMINE THESE SAFETY EQUIPMENTS TO DETERMINE THEIR SUITABILITY, RELIABILITY, ACCEPTABILITY AND ADOPTABILITY. | |
| 18.0 | THE CONTRACTOR SHALL PROVIDE SAFE WORKING CONDITIONS TO ALL WORKMEN AND EMPLOYEES WITHIN THE BHEL PREMISES INCLUDING SAFE MEANS OF ACCESS. | |
| 19.0 | THE CONTRACTOR SHALL NOT INTERFERE WITH OR DISTURB ELECTRIC FUSES, WIRING AND OTHER ELECTRICAL EQUIPMENT BELONGING TO BHEL OR OTHER CONTRACTORS UNDER ANY CIRCUMSTANCES WHATSOEVER, UNLESS SPECIALLY PERMITTED IN WRITING BY BHEL TO HANDLE SUCH FUSES, WIRING OR ELECTRICAL EQUIPMENT. | |
| 19.0 | BEFORE THE CONTRACTOR CONNECTS ANY ELECTRICAL APPLIANCES TO ANY PLUG OR SOCKET BELONGING TO THE OTHER CONTRACTOR OR BHEL, HE SHALL: | |

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| 19.1 | SATISFY TO THE OTHER ENGINEER-IN-CHARGE THAT THE APPLIANCE IS IN GOOD WORKING CONDITION. | |
| 19.2 | INFORM THE ENGINEER-IN-CHARGE OF THE MAXIMUM CURRENT RATING VOLTAGE AND PHASES OF THE APPLIANCES. | |
| 19.3 | OBTAIN PERMISSION OF THE ENGINEER-IN-CHARGE DETAILING THE SOCKETS TO WHICH THE APPLIANCES MAY BE CONNECTED. | |
| 20.0 | THE ENGINEER-IN-CHARGE WILL NOT GRANT PERMISSION TO CONNECT UNTIL HE IS SATISFIED THAT: | |
| 20.1 | THE APPLIANCE IS IN GOOD CONDITION AND IS FITTED WITH A SUITABLE PLUG. | |
| 20.2 | THE APPLIANCE IS FITTED WITH SUITABLE CABLE HAVING TWO EARTH CONDUCTORS, ONE OF WHICH SHALL BE EARTHED METAL SHEET SURROUNDING THE CORES (ARMOUR). | |
| 21.0 | NO ELECTRICAL CABLE IN USE BY THE CONTRACTOR WILL BE DISTURBED WITHOUT PRIOR PERMISSION. NO WEIGHT OF ANY DESCRIPTION WILL BE IMPOSED ON ANY CABLE AND NO LADDER OR SIMILAR EQUIPMENT WILL REST AGAINST OR ATTACHED TO IT. | |
| 22.0 | NO REPAIR WORK SHALL BE CARRIED OUT ON ANY LIVE EQUIPMENT, THE EQUIPMENT MUST BE DECLARED SAFE BY THE ENGINEER-IN-CHARGE AND A PERMIT TO WORK SHALL BE ISSUED BY ENGINEER-IN-CHARGE BEFORE ANY REPAIR WORK IS CARRIED OUT BY THE CONTRACTOR. WHILE WORKING ON ELECTRIC LINES/EQUIPMENT WHETHER ALIVE OR DEAD SUITABLE TYPE AND SUFFICIENT QUANTITY OF TOOLS WILL HAVE TO BE PROVIDED BY CONTRACTOR TO HIS ELECTRICIANS / WORKMEN / OFFICERS. | |
| 23.0 | IN CASE ANY ACCIDENT OCCURS DURING THE WORK UNDER CONTRACT OR OTHER ASSOCIATED ACTIVITIES UNDERTAKEN BY THE CONTRACTOR THEREBY CAUSING ANY MINOR OR MAJOR OR FATAL INJURY TO HIS EMPLOYEES DUE TO REASONS WHATSOEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROMPTLY INFORM THE SAME TO BHEL ENGINEER-IN-CHARGE IN PRESCRIBED FORM. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL PECUNIARY LIABILITY IF ANY UNDER SUCH CIRCUMSTANCES. | |

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| 24.0 | <p>THE ENGINEER-IN CHARGE AND SAFETY OFFICER SHALL HAVE THE RIGHT AT HIS SOLE DISCRETION TO STOP THE WORK, IF IN HIS OPINION, THE WORK IS BEING CARRIED OUT IN SUCH A WAY THAT IT MAY CAUSE ACCIDENTS AND ENDANGER THE SAFETY OF THE PERSON AND / OR PROPERTY AND / OR EQUIPMENTS. IN SUCH CASES, THE CONTRACTOR SHALL ALSO BE INFORMED IN WRITING ABOUT THE NATURE OF HAZARDS AND POSSIBLE INJURY / ACCIDENT AND HE SHALL REMOVE THE SHORTCOMINGS PROMPTLY. THE CONTRACTOR AFTER STOPPING THE SPECIFIC WORK CAN, IF FELT NECESSARY, APPEAL AGAINST THE ORDER OF STOPPAGE OF WORK TO THE RESPECTIVE GENERAL MANAGER WITHIN 3 DAYS OF SUCH STOPPAGE OF WORK AND DECISION OF GM IN THIS RESPECT SHALL BE CONCLUSIVE AND BINDING ON THE CONTRACTOR.</p> | |
| 25.0 | <p>NOTWITHSTANDING ANYTHING CONTRARY TO THIS, IN THE EVENT OF INJURY TO HIS WORKMEN, THE CONTRACTOR SHALL BE REQUIRED TO FILL INJURY REPORT AND SUBMIT TO THE SHOP MANAGER / ENGINEER IN CHARGE OF BHEL IMMEDIATELY AND ENSURE DUE COMPLIANCE OF WORKMEN COMPENSATION ACT 1932 AND RULES MADE THERE UNDER.</p> | |
| 26.0 | <p>THE CONTRACTOR SHALL NOT BE ENTITLED TO ANY DAMAGES/ COMPENSATION FOR STOPPAGE OF WORK DUE TO SAFETY REASONS AS PROVIDED ABOVE AND THE PERIOD OF SUCH STOPPAGE OF WORK WILL NOT NECESSARILY BE TAKEN AS AN EXTENSION OF TIME FOR COMPLETION OF WORK AND WILL NOT BE THE GROUND FOR WAIVER OF LEVY OF LIQUIDATED DAMAGES.</p> | |
| 27.0 | <p>THE CONTRACTOR SHALL FOLLOW AND COMPLY WITH ALL BHEL SAFETY RULES, RELEVANT PROVISION OF APPLICABLE LAW PERTAINING TO THE SAFETY OF WORKMEN, PLANT AND EQUIPMENT AS MAY BE PRESCRIBED FROM TIME TO TIME WITHOUT ANY DEMUR PROTEST OR CONTEST OR RESERVATION. IN CASE OF ANY UNCONFORMITY BETWEEN STATUTORY REQUIREMENT AND BHEL SAFETY RULES REFERRED ABOVE, THE LATER SHALL BE BINDING ON THE CONTRACTOR UNLESS THE STATUTORY PROVISIONS ARE MORE STRINGENT.</p> | |

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| 28.0 | IF THE CONTRACTOR FAILS IN PROVIDING SAFE WORKING ENVIRONMENT AS PER THE STATUTORY REQUIREMENTS AND / OR BHEL SAFETY RULES OR CONTINUE TO WORK EVER AFTER BEING INSTRUCTED TO STOP THE WORK BY ENGINEER-IN CHARGE OR SAFETY OFFICER AS PROVIDED ABOVE, THE CONTRACTOR SHALL PROMPTLY PAY TO BHEL, ON DEMAND, COMPENSATION AT THE RATE AS SPECIFIED UNDER PART-B OF THIS SET OF SAFETY/SECURITY TERMS AND CONDITIONS TILL INSTRUCTIONS ARE COMPLIED WITH AND SO CERTIFIED BY ENGINEER-IN-CHARGE / SAFETY OFFICER. HOWEVER, IN CASE OF ACCIDENT TAKING PLACE CAUSING DEATH/ INJURY TO ANY INDIVIDUAL THE STATUTORY PROVISIONS SHALL APPLY IN ADDITION TO COMPENSATION MENTIONED IN THIS PARA; AND THE CONTRACTOR WILL BE SOLELY LIABLE ON ACCOUNT OF THIS. | |
| B. PENALTIES AGAINST VIOLATIONS OF SAFETY / SECURITY PROVISIONS | | |
| | VIOLATION | PENALTY |
| 1.0 | RELATED TO PPEs & SAFETY RULES & REGULATIONS | |
| 1.1 | FAILURE OF THE CONTRACTOR IN ISSUE OF REQUIRED PPEs TO CONTRACTOR'S EMPLOYEES / WORKMEN AS PRESCRIBED BY THE ENGINEER-IN - CHARGE / SAFETY OFFICER | ₹250.00 PER WEEK PER PERSON SUBJECT TO A MAXIMUM OF ₹750.00 PER PERSON PER MONTH AND A MAXIMUM OF ₹5000.00 PER PERSON PER YEAR |

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| 1.2 | NON-USAGE OF PPEs BY CONTRACTOR's EMPLOYEES / WORKMEN WHILE AT WORK / PRESENT AT THE WORK PLACE | ₹50.00 PER INCIDENCE PER PERSON AFTER FIRST OBSERVED INCIDENCE WHEN THE EMPLOYEE OF THE CONTRACTOR OR THE CONTRACTOR MAY BE ISSUED A WARNING REGARDING THIS, SUBJECT TO A MAXIMUM OF ₹200.00 PER PERSON PER MONTH AND A MAXIMUM OF ₹1000.00 PER PERSON PER YEAR |
| 1.3 | VIOLATION OF ANY SAFETY RULES (AS PROVIDED BY LAW OR LAID DOWN BY BHEL) BY ANY EMPLOYEE / WORKMAN OF THE CONTRACTOR | AS DECIDED BY THE SAFETY OFFICER SUBJECT TO A MAXIMUM OF ₹5000.00 PER INCIDENCE |
| 1.4 | CONTINUATION OF WORK WITHOUT PERMISSION AFTER THE WORK HAS BEEN STOPPED BY THE SAFETY OFFICER OR ENGINEER - IN - CHARGE | 1% OF MONTHLY RENTAL VALUE PER DAY FOR FIRST 7 DAYS AND THEN 3% OF MONTHLY RENTAL VALUE PER DAY |
| 1.5 | UNAUTHORIZED ACCESS TO AREA/EQUIPMENT, IN PARTICULAR BUT NOT LIMITED TO ELECTRICAL INSTALLATIONS OF BHEL OR ANY OTHER AGENCY WORKING IN BHEL PREMISES | AS DECIDED BY THE ENGINEER - IN - CHARGE. |
| 2.0 | RELATED TO ACCIDENTS | |

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| 2.1 | ACCIDENT AT THE WORK PLACE DUE TO AN ACT OF COMMISSION OR OMISSION OF CONTRACTOR OR ANY EMPLOYEE(S) OF CONTRACTOR LEADING TO LOSS OF PROPERTY OF BHEL OR OF ANY OTHER CONTRACTOR / AGENCY WORKING IN BHEL PREMISES | COST OF REPAIR OR REPLACEMENT OR REBUILDING OF THE DAMAGED PROPERTY WITH 30% OVERHEAD CHARGES. |
| 2.2 | ACCIDENT AT THE WORK PLACE DUE TO AN ACT OF COMMISSION OR OMISSION OF CONTRACTOR OR ANY EMPLOYEE(S) OF CONTRACTOR LEADING TO MINOR INJURY TO ANY PERSON WHETHER AN EMPLOYEE OF CONTRACTOR OR OF BHEL OR OF ANY OTHER CONTRACTOR / AGENCY WORKING IN BHEL PREMISES | AS DECIDED BY THE ENGINEER - IN - CHARGE SUBJECT TO A MAXIMUM OF 1% OF MONTHLY RENTAL FOR FIRST SUCH INCIDENCE WHICH MAY BE RAISED TO A MAXIMUM OF 5% PER INCIDENCE FOR SUCCESSIVE INCIDENCES. THIS WILL BE IN ADDITION TO ANY COMPENSATION PAYABLE BY THE CONTRACTOR TO THE AFFECTED PERSONAL AS |

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| 2.3 | ACCIDENT AT THE WORK PLACE DUE TO AN ACT OF COMMISSION OR OMISSION OF CONTRACTOR OR ANY EMPLOYEE(S) OF CONTRACTOR LEADING TO MAJOR INJURY TO ANY PERSON WHETHER AN EMPLOYEE OF CONTRACTOR OR OF BHEL OR OF ANY OTHER CONTRACTOR / AGENCY WORKING IN BHEL PREMISES | AS DECIDED BY THE ENGINEER - IN - CHARGE SUBJECT TO A MAXIMUM OF 2% OF MONTHLY RENTAL FOR FIRST SUCH INCIDENCE WHICH MAY BE RAISED TO A MAXIMUM OF 10% PER INCIDENCE FOR SUCCESSIVE INCIDENCES. THIS WILL BE IN ADDITION TO ANY COMPENSATION PAYABLE BY THE CONTRACTOR TO THE AFFECTED PERSONS |
| 2.4 | ACCIDENT AT THE WORK PLACE DUE TO AN ACT OF COMMISSION OR OMISSION OF CONTRACTOR OR ANY EMPLOYEE(S) OF CONTRACTOR LEADING TO MINOR INJURY TO ANY PERSON WHETHER AN EMPLOYEE OF CONTRACTOR OR OF BHEL OR OF ANY OTHER CONTRACTOR / AGENCY WORKING IN BHEL PREMISES | AS DECIDED BY THE ENGINEER - IN - CHARGE. THIS WILL BE IN ADDITION TO ANY COMPENSATION PAYABLE BY THE CONTRACTOR TO THE AFFECTED PERSON AS PROVIDED BY VARIOUS ACTS AND LAWS. |
| 3.0 | RELATED TO CRIMINAL ACTIVITIES / OTHER OFFENCES | |

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| 3.1 | INDULGENCE OF ANY EMPLOYEE/WORKMAN OF CONTRACTOR IN CRIMINAL ACTIVITIES OR ACTIVITIES OTHERWISE DETRIMENTAL TO THE INTERESTS OF BHEL. | AS DECIDED BY THE ENGINEER - IN - CHARGE SUBJECT TO A MAXIMUM OF 5% OF MONTHLY RENTAL FOR FIRST INCIDENCE WHICH MAY BE RAISED TO A MAXIMUM OF 20% OF MONTHLY RENTAL VALUE PER INCIDENCE ALONG WITH EXPULSION OF THE INVOLVED EMPLOYEE OF THE CONTRACTOR AND CRIMINAL PROCEEDINGS AGAINST HIM. |
| C. PAYMENT OF PENALTY | | |
| 1.0 | BHEL MAY ASK THE CONTRACTOR TO PAY ANY PENALTY IMPOSED BY GIVING A NOTICE OF SUFFICIENT DURATION TO THE CONTRACTOR. | |
| 2.0 | ALTERNATIVELY, BHEL MAY DEDUCT THE AMOUNT OF PENALTY IMPOSED FROM THE RUNNING BILL(S) DUE TO THE CONTRACTOR. | |
| 3.0 | ENGINEER - IN - CHARGE WILL DECIDE THE MODE OF RECOVERY OF PENALTY i.e. WHETHER D 1.0 OR D 2.0 ABOVE. | |
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| E. APPEALS AGAINST PENALTIES AND TREATMENT THAT OF | | |
| 1.0 | FIRST LEVEL OF APPEAL AGAINST ANY PENALTY IMPOSED BY THE SAFETY OFFICER, CAN BE MADE TO THE HEAD - HSE OR THE ENGINEER - IN -CHARGE WHO MAY RAISE OR LOWER OR WAIVE OFF THE PENALTY BASED ON QUALITY OF THE CASE. | |
| 2.0 | FIRST LEVEL OF APPEAL AGAINST ANY PENALTY IMPOSED BY THE ENGINEER - IN - CHARGE, CAN BE MADE TO THE HEAD OF THE CONTRACTING DEPARTMENT WHO MAY RAISE OR LOWER OR WAIVE OFF THE PENALTY BASED ON QUALITY OF THE CASE. HEAD OF THE CONTRACTING DEPARTMENT WILL ALSO ACT AS SECOND LEVEL AUTHORITY FOR PENALTIES IMPOSED BY THE SAFETY OFFICER. | |

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| 3.0 | THE GENERAL MANAGER UNDER WHOME THE CONTRACT IS EXECUTED WILL BE THE FINAL AUTHORITY TO RAISE OR LOWER OR WAIVE OFF THE PENALTY. DECISION OF THE CONCERNED GENERAL MANAGER WILL BE FINAL AND BINDING ON THE CONTRACTOR. | |
| 4.0 | NOTWITHSTANDING ANYTHING CONTAINED HEREIN, THE CONCERNED GENRAL MANAGER MAY INCREASE THE PENALTY BEYONMD THE UPPER LIMITS MENTIONED ABOVE IF HE FINDS THAT THERE EXISTS SUFFICIENT GROUND TO DO SO. | |