

SECTION – II

GENERAL CONDITIONS OF CONTRACT

I INTERPRETATION AND DEFINITIONS

Definitions

- a) The Owner/ Institute shall mean the "Institute for Plasma Research" (IPR) having its registered office at Bhat Village, Gandhinagar-382428 and include their legal representatives, successors and permitted assigns.
- b) The "Contract" shall mean an agreement where a proposal has been accepted and shall include the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Institute for Plasma Research and the Contractor together with the documents referred to therein including these conditions with appendices and any special conditions; the specifications, designs, drawings, schedule of quantities with rates and amounts. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- c) The "Contractor" shall mean the individual or registered firm or incorporated company undertaking the works and shall include legal heir of such individual or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- d) The " Contract Sum" shall mean:-
 - (i) in the case of "Lumpsum Contracts" the sum for which the tender is accepted.
 - (ii) 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.
- e) A "Day" shall mean a day of 24 hours from mid-night to mid-night irrespective of the number of hours worked in that day.
- f) "Engineer-in-Charge" shall mean the Engineering Officer appointed by the Institute or his duly authorized representative who shall direct, supervise and be in charge of the works for purposes of this Contract.
- g) "Excepted Risks", are risks due to riots (other than that 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, revolution, insurrection, military or usurped power, any acts of Government, damage from aircrafts, acts of God such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the "Institute" of the part of Works in respect of which a certificate of completion has been issued.

- h) "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.
- i) "Temporary Works" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the Works.
- j) "Urgent Works" shall mean any urgent measures which, in the opinion of the Engineer-in-Charge, become necessary during the process of the work to obviate risk of accident or failure or which become necessary for security.
- k) A "Week" shall mean seven days without regard to the number of hours worked in any day in that week.**
- l) 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 as required for performance of the Contract.

II. SCOPE AND PERFORMANCE

1. Contract Documents:

- a. The Contractor shall be furnished, free of charge, two certified true copies of the Contract Documents and the schedule of quantities and rates and of all further drawings which may be issued during the progress of the works. He shall keep one copy of these Documents on the Site in good order, & the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge, his representative or by other Inspecting Officers.
- b. None of these Documents shall be used by the Contractor for any purpose other than that of this Contract.

2. Works to be carried out:

a. General:

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge. The works to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant and 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 on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good engineering practice and recognized principles.

In the case of any class of work for which there is no such specifications as referred to above, such work shall be carried out in accordance with Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as referred to the above the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

b. Engineering Data :

The furnishing of engineering data by the Contractor shall be in accordance with the Schedule as specified in the technical specifications. The review of these data by the Engineer will cover only general conformance of the data to the specifications and documents. This review and/or approval by the Engineer shall not be construed by the Contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements specified under these specifications and documents.

3. Inspection Site

The Contractor shall inspect and survey the Site and its surrounding and shall satisfy himself before uploading his tender as to the form and nature of the Site, the quantities and nature of work and material necessary for the completion of the works and the 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 affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

4. Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance (up to defect liability period) of the works.

5. Discrepancies and Adjustment of Errors

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.

5.1. In the case of discrepancy between the Specifications and/or the Drawings, the following order of preference shall be observed:

- Particular Specification and Special Conditions, if any.
- Drawings

- General Specifications.
- 5.2. 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.
 - 5.3. 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 from any of his obligations under the Contract.
 - 5.4. If on check there are 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 shall be adjusted in accordance with the following :
 - (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 extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
 - (c) All errors 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 accordingly. The tendered sum so altered shall, for the purpose of 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 the Quantities or in sections of Schedule of Quantities or in General Summary by the tenderer shall be ignored.

6. Suspension of Works

- 6.1. 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 of the Contractor, or
 - (ii) for proper execution of the Works or part thereof for reasons other than the default of the Contractor; 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.

6.2. If the suspension is ordered for reasons (ii) and (iii) in Sub para (6.1) above,

- (i) the Contractor shall be entitled to the proportionate amount of operation and maintenance charges.

7. Time Extension for Delay

7.1. The time allowed for execution of the works as specified or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence, latest, from the 5th day after the date on which the Institute issues written orders to commence the work or such time period as mentioned in the Letter of Award or from the date of handing over of site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid; the Institute shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

7.2. As soon as possible after the Contract is concluded the Engineer-in-charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract document for completion of items of the works. It shall indicate the forecast of the dates of 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. Such defined intermediate milestones will form the basis for monitoring the progress and to initiate such corrective/penal measures as may be decided by the Engineer-in-charge which shall be final binding. 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 30 days (save for special jobs) complete 1/8 th of the whole of the work before 1/4th of the whole time allowed in the Contract has elapsed ; 3/8th of the work before one half of such time has elapsed and 3/4th before 3/4th of such time has elapsed.

7.3. If the work(s) be delayed by:-

- (a) force majeure, or
- (b) abnormally bad weather, or
- (c) serious loss or damage by fire, or
- (d) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (e) delay on the part of other contractors or tradesmen engaged by the Institute in executing work not forming part of the Contract, or
- (f) non-availability of stores, which are the responsibility of the Institute to supply or
- (g) any other cause which, in the absolute discretion of IPR & 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 endeavors to prevent or make good the delay

and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- 7.4. Request for extension of time, to be eligible for consideration shall be made by the Contractor in writing, latest, within four 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.
- 7.5. In any such case IPR may give a fair and reasonable extension of time or completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 4 days of the date of receipt of such request by the Engineer-in-Charge.

8. Tools and Equipment

- 8.1. The Contractor shall arrange at his own expense all tools and equipment (hereinafter referred to as T&E) required for execution of the work, except otherwise mentioned in this document, will be given to him on hire (if the same can be spared) by the Institute at rates fixed by the Institute from time to time. In case the Contractor shall indicate his requirements at the time of uploading his tender. The Institute's T&E hired to the Contractor shall be conveyed by him at his expense from the place of issue to the place of work and back.
- 8.2. If the Contractor requires any item of T&E on hire from the Institute over and above the requirements indicated by him at the time of uploading his tender, the Institute will, if such item is available, hire it to the Contractor at a rate to be fixed by the Institute.
- 8.3. When T&E is hired on daily rates, the period of hire will be reckoned from the commencement of the day of issue upto the end of the day of return (including all holidays) irrespective of the actual hour of issue and return. Daily hire charges will be based on eight working hours or part thereof per day and for any additional use of T&E at rates fixed for the purpose. The Contractor will be exempted from levy of any charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided the Institute's T&E in question has, in fact remained idle with the Contractor due to suspension.
- 8.4. The Contractor shall be responsible for care and custody of the Institute's T&E during the period the Institute's T&E remain with him and any damage (fair wear and tear excepted) to any of the equipment(except for Excepted Risks, provided always that the Contractor has taken precautions necessary to protect it from such risks) shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-Charge unless such damage is caused because of negligence of crew provided by the Institute.

- 8.5. The Institute gives no guarantee in respect of output of its T&E hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of the Institute's T&E was not to the Contractor's expectation.
- 8.6. The Institute's T&E hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-charge on completion of the work or section of the work or on termination of work or earlier on termination of the hire by the Institute as hereinafter provided on written notice by the Engineer-in-Charge. The Institute shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of the Institute's T&E by the Institute.
- 8.7. When the T&E is hired on hourly rates, a Log Book for recording hours during which every item of the Institute's T&E issued to the Contractor has worked each day shall be maintained by the member of the crew in-charge thereof or any representative of the Engineer- in-Charge appointed on that behalf and shall be daily attested by the Contractor or his authorized representative. 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. Hourly rate specified shall be charged for every hour or part thereof.
- 8.8. The hire charges payable by the Contractor shall be recovered from the Contractor's bills.

9. Materials

- 9.1 Materials to be supplied by the Contractor
The Contractor shall, at his own expense, provide all materials required for the works other than those which are to be supplied by the Institute.
- (a) 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 Engineer-in-Charge that the materials so comply.
- (b) 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, intimate to the Contractor in writing, 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.

- (c) 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 conform 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.
- (d) The Contractor shall indemnify the Institute, or its employee or agent 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 be payable in respect of any article or materials or part thereof included in the Contract. In the event of any claim being made or action being brought against the Institute or its employees or agent in respect of any such matters as aforesaid, the Contractor shall be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Institute; but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.
- (e) All charges on account of octroi, royalty, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Institute) shall be borne by the Contractor.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Institute and does not any time become payable by the Contractor to the Government/ Local authorities in respect of any material used by the Contractor in the works then in such a case, it shall be lawful to the Institute and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the Contractor.

9.2 Materials to be supplied by the Institute

- (a) Materials to be supplied by the Institute are specified in relevant items in Section V of this document. For the above, the contractor shall give a recommended list of items and their quantities. The Institute shall provide the same in a reasonable time. Such materials shall be supplied for the purposes of the Contract only. Proper accountability for the materials issued to him to the satisfaction of the Engineer-in-charge, certify that balance of materials supplied is available at Site.
- (b) For the Material mentioned in Section V which the institute has agreed to supply to the Contractor, he shall give a reasonable notice in writing of his requirements to the Engineer-in-charge. Such materials shall be supplied for the purpose of the Contract only. Proper accountability for the materials issued to him to the satisfaction of the Engineer-in-charge, certify that balance of materials supplied is available at Site.
- (c) Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-Charge at rates not exceeding those at which these were originally issued to him less handling and storage charges, if any, and also after taking into consideration any deterioration or damage which may have been caused to the said materials whilst in the custody of the Contractor.
- (d) The said action under this clause is without prejudice to the right of the Institute to take action against the Contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

9.3. General

- (a) Materials required for the works, whether brought by the Contractor or supplied by the Institute, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the Contractor.
- (b) (i) The Engineer-in-Charge shall be entitled to have tests carried out as specified in the Contract for any materials 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 Engineer-in-Charge, the Contractor shall provide all facilities required for the purpose and the Institute shall bear the cost of material and test charges, only where the tests disclose that the said materials are in accordance with the provisions of the Contract.

- (ii) In addition, the Contractor shall perform/submit at his own cost such test/samples as may be required by the Engineer-in-Charge out of materials issued by the Institute, except for the cost of materials used in such tests/samples.
- (c) The Institute's officials concerned with the Contract shall be entitled at any time to 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 place(s) where such materials are assembled, fabricated, 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.
- (d) All materials brought to the Site shall become and the property of the Institute 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, in respect of any such material is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus material originally supplied by him and upon such removal, the same shall revert in and become the property of the Contractor.

10. Labour

- 10.1. The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age.
- 10.2. The Contractor shall furnish to the Engineer-in-Charge, fortnightly, a distribution return of the number and description by trades of the workers employed on the works during maintenance.

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 preceding fortnight, the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them.

The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.

- 10.3. The Contractor shall pay to labour employed by him either directly or through sub-contractors wages in accordance with the rules, regulations and the law in force relating to the payment of wages for the workers.
- 10.4. The Contractor shall comply with the provisions of The Payment of Wages Act, 1936, The Minimum Wages Act, 1948, The Employer's

Liability Act, 1938, The Workmen's Compensation Act, 1923, The Industrial Disputes Act, 1947, The Maternity Benefit Act, 1961, The Mines Act, 1952, The Contract Labour (Regulation & Abolition) Act, 1970, or any modifications thereof or any other law relating thereto and rules framed there under from time to time.

- 10.5. 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 provisions 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 an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 10.6. 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 money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of worker(s), non-payment of wages or of deductions made from his or their wages which are not justified by the terms, of the Contract or non-observance of the said Contractors Labour Regulations.
- 10.7. In every case in which by virtue of the provisions sub-section(1) of Section 12, of The Workmen's Compensation Act, 1923, the Institute is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, the Institute will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of the Institute under subsection (2) of Section 12, of the said Act, the Institute shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Institute to the Contractor whether under this contract or otherwise. The Institute shall not be bound to contest any claim made against it under sub-section(1) of Section 12 of the said Act, except on the written request of the Contractor and upon his giving to the Institute full security for all costs for which the Institute might become liable in consequence of contesting such claim.

10.8 Compliance and Default

- 10.8.1. In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractor's Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/ Register / Slip under the provisions of these Regulations which is materially incorrect, then on the Report of the Inspecting Officer as defined in the

Contractor`s Labour Regulations, the Contractor shall without prejudice to any other liability pay to the Institute a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filling, such materially incorrect statement and in the event of the Contractor's default continuing in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of five percent of the estimated cost of the works put to tender. The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor. The decision of the Engineer-in-Charge in this respect shall be final and binding.

10.8.2. 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 the Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

10.8.3. The Contractor shall at his own expense arrange for the safety provisions as

appended to these conditions (Safety Code) or as required by the Engineer-in Charge in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost from the Contractor.

- i. Failure to comply with Model Rules for Labour Welfare, Safety Code on 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 Institute as the penalty an amount not exceeding Rs.200/- for each default or materially incorrect statement.

The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contractor's Labour Regulation as appended to these conditions shall be final and binding and deduction(s) for recovery of such penalty may be made from any amount payable to the Contractor.

11. Possession of Site

11.1 The Contractor shall not be permitted to enter on (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, failing which these shall be indicated by the Engineer-in-Charge at site and the Contractor shall on no account be allowed to extend his operations beyond these areas.

- 11.2. 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 as and when ordered by the Engineer-in-Charge and make good all damage done to the Site.

12. Setting out the works

The Engineer-in-Charge shall supply proper drawings and other information necessary to enable the Contractor to set out the works and the Contractor shall set out the works and be responsible for 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 Institute. 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.

13. Site Drainage

All water which may accumulate on the Switchyard during the progress of the works, or in trenches and excavations, from other than the Excepted Risks shall be removed from the Switchyard and other areas to the satisfaction of the Engineer-in-Charge and at the Contractor's expense.

14. Nuisance

The Contractor shall not at any time do, cause or permit any nuisance on Site or do anything which shall cause unnecessary disturbance or inconvenience to IPR employees or occupants of other properties near the Site and to the general public.

15. Materials obtained during maintenance

Materials of any kind obtained from dismantling of a structure, excavation on the Site etc. shall remain the property of the Institute and shall be disposed off as the Engineer-in-Charge may direct.

16. Contractor's Supervision

The Contractor shall either himself supervise the execution of the Works or shall appoint a competent agent approved by the Engineer-in-Charge. If 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 execution 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.

17. Inspection and Approval

- 17.1. 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 such stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.
- 17.2. 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 there on. The Contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work or 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, attend for the purpose of examining and measuring such work or of examining such foundations. 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.
- 17.3. The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the Works and the Contractor shall give such facilities as may be required for such inspection and examination.

18. Duties and Powers of Engineer-in-Charge's Representative

- 18.1. 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.
- 18.2. The Engineer-in-Charge may from time to time, delegate to his Representative any of the powers and authorities vested in the Engineer-in-Charge Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the Contractor shall be taken as if same is issued by the Engineer-in-Charge himself.

19. Removal of Workmen

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.

20. Compensation for Delay

If the Contractor fails to maintain the required progress to complete the work and clear the site on or before the Contract or extended date of completion, the Contractor shall, without prejudice to any other right or remedy of the Institute on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as be fixed by IPR on the Contract Value of the work for every week that the progress remains slow that the work remains incomplete.

21. Defects Liability Period

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 of the contract period hereto from the certified date of completion and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

22. Contractor's Liability, Insurance and Indemnity

22.1. The Contractor shall indemnify and keep indemnified the Institute against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out or in consequence of the operation & maintenance works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Institute against any compensation or damage caused by the Excepted Risks/ Third Party Liability /risks.

22.2. The Contractor shall at all times indemnify the Institute against all claims, damages or compensation under the provisions of The Payment of The Wages Act,1936, The Minimum Wages Act, 1948.The Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, The Industrial Disputes Act, 1947 and The Maternity Benefit Act, 1961 or any modifications 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/ Institute, 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 the

consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under The Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.

23. Facilities to other Contractors

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 authorized agency or statutory body which may be employed at the Site on execution of any work not included in the Contract or of any contract which the Institute may enter into in connection with or ancillary to the Works.

24. Instructions and Notices

- 24.1. Subject as otherwise provided in this Contract, all notices to be given on behalf of the Institute and all other actions 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 the Engineer-in-Charge.
- 24.2. All instructions, notices and communications, etc. under the Contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor, shall be deemed to have been served.
- 24.3. 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.

25. Foreclosure of Contract

- 25.1. If at any time after acceptance of the tender ,during execution of work, the Institute shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the authorized person of the institute 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 the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- 25.2. The Contractor shall be paid at contract rates full amount for works executed at Site and, in addition, a reasonable amount as certified by he

Engineer-in-Charge, but not more than the amount proportionate to the value of balance work for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

- (a) For Contractor's materials not retained by the Institute, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- (b) If any materials supplied by the Institute are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Institute at rates not exceeding those at which these were originally issued less storage charges, if any and allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor.
- (c) Reasonable compensation for transfer of T&E from to Contractor's permanent stores or to his other works, whichever is less. If T&E are not transported to either of the said places, no cost of transportation shall be payable.
- (d) Reasonable compensation for repatriation of the Contractor's site staff and labour to the extent necessary. The compensation amount mentioned above be in excess of 2% of the cost of works remaining incomplete on the date of closure. The Contractor shall, as 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 clause.
- (e) The amount of Security Deposit shall be worked out based on redefined value of contract in case of such foreclosure.

26. Termination of Contract on Death

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 Institute 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 Institute shall be entitled to cancel the Contract as to its incomplete part without the Institute 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. The decision of the Institute that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation, the Institute

shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the Contract.

27. Determination/Cancellation of Contract in Full or Part

27.1. If the Contractor :

- (a) at any time makes default in proceeding with the works 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) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, 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 the Institute'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 having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Institute; or
- (e) shall enter into a contract with the Institute in connection with which commission has been paid or agreed to be 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 Institute as a result of wrong tendering or other non-bonafide methods of competitive 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 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 benefit 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 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 allow 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 the prior written approval of the Engineer-in-Charge; the Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Institute, by written notice determine/ cancel the Contract as a whole or only such items of work in default from the Contract.
- 27.2. On determination/ cancellation of the Contract in full or in part ,the Accepting Authority shall determine what amount, if any, is recoverable from the Contractor for completion of works or part of the works or in case the works or part of the works is not completed, the loss or damage suffered by the Institute. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him upto the time of cancellation, the value of Contractor`s material taken over and incorporated in the work, and use of tools, tackles and machinery belonging to the Contractor.
- 27.3. Any excess expenditure incurred or to be incurred by the Institute in completing the works or part of the works or the loss or damage suffered or may be suffered by the Institute as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.
- 27.4. 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 retain any or all of the Contractor's unused materials, till the balance outstanding from the Contractor is recovered in accordance with the provisions of the Contract.
- 27.5 In the event of anyone or more of the above courses being adopted by the Engineer-in-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the Contract.

And in case action is taken under any of the provision aforesaid the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this Contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid so certified.

28. Liability for Damage, Defects or Imperfections and Rectifications

If the Contractor or his workman or employees shall injure or destroy any part of the Institute's property or if any damage shall happen to the any equipment while the work is 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 or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor 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 faults have appeared in the work arising out of defective or 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. In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment.

29. Urgent Works

If any urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or at once to carry it out, the Engineer-in-Charge may by his own or other workmen 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 cost, all expenses incurred on it by the Institute, then shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

30. Changes in Constitution

Where the Contractor is a partnership firm, prior approval in writing of the Institute Authority shall be obtained before any change is made in the constitution 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 firm which 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 point no. 27 hereof and the same action may be taken and the same consequences shall ensue as provided for in the said point 27.

31. Arbitration

Except where otherwise provided for in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before contained in this Contract or as to the quality of the workmanship or materials used on the work or arising out of the terms and conditions of the Contract whether during the progress of the work or after the completion or abandonment thereof, at the request of the aggrieved party in writing, shall be referred to the sole arbitration of the person nominated and appointed by the competent authority of the Institute in respect of the contracts entered for and on behalf of the Institute, by any Officer/Authority of the Institute.

The parties of the Contract agree that it will be no objection to any such appointment that the sole arbitrator so appointed is a Institute Employee. The Sole Arbitrator to whom the matter is originally referred being transferred or having vacated his office or being unable to act for any reason whatsoever, the competent authority of the Institute, 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 as and when appointed shall proceed with the reference from the stage at which it was left by his predecessor in accordance with the rules, regulations and the law of the land. It is also a term of this Contract that no person other than a person appointed by competent authority of the Institute, as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

It is also the term of the Contract that the party invoking the arbitration clause shall specify the dispute(s) or difference(s) to be referred to under this Contract together with the amount(s) claimed in respect of each such dispute(s) or difference(s). In an arbitration invoked at the instance of either party to the

Contract, the Arbitrator would be free to consider the counterclaims of the other party or even though they are not mentioned in the reference to arbitration.

Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 (No.26 of 1996) or any statutory modification or reenactment thereof and

rules made there under and for the time being in force shall apply to the arbitration proceeding under this Clause.

32. Laws Governing the Contract

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

Relations working in IPR:

The Contractor shall not be permitted to tender for works in the IPR(Responsible for award and execution of work) in which his near relative is posted as an officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any officer in the IPR. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the IPR.

Note: By term "Near Relatives" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles and aunts, cousins and their corresponding in-laws.

33. CONTRACTORS` LABOUR REGULATIONS AND FORMS

33.1. Definitions:

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

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

33.2. Notice of commencement:

The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information:

- a) Name and situation of the work
- b) Contractors` name and address
- c) Particulars of the Department for which the work is undertaken.
- d) Name and address of sub-contractors as and when they are appointed.
- e) Commencement and probable duration of the work.
- f) Number of workers employed and likely to be employed.
- g) "Fair wages" for different categories of workers.

(i) Number of hours of work which shall constitute a normal working day:

The number of hours which shall constitute a normal working day for an adult shall be EIGHT hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest, it shall not spread over more than twelve hours on any day; when an adult worker is made to work for more than EIGHT hours on any day or for more than FORTY EIGHT hours in any week, he shall, in respect of overtime work, be paid wages at double at ordinary rate of wages.

(ii) Weekly day or rest :

Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five day immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.

Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

NOTE : The expression "ordinary rate of wages" means the fair wage the worker is entitled to.

33.3. Display of notice regarding Wages, Weekly Day of Rest etc.,:

The Contractor shall, before he commences his work on Contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and

address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.

33.4. Fixation of Wage Periods :

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

33.5. Payment of Wage:

- (i) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coins or currency or in both.
- (ii) Wages of every worker employed on the Contract shall be paid where the wage period is one week, within THREE days from the end of the Wage period; and in any other case before the expiry of the 7th day from the end of the wage period
- (iii) When employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.
- (iv) Payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period, in which case final payment shall be made at the work site within 48 hours of the last working day and during normal time.

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

33.6. Register of Workmen :

A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and relevant particulars of every workman shall be entered therein within THREE days of his employment. **(Ref. Annexure-I in this section)**

33.7. Employment Card:

The Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker. **(Annexure-II in this section)**

33.8. Register of Wages etc. :

- (i) A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible. **(Annexure-III in this section).**

- (ii) A wage slip in the Form appended to these regulations shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.

33.9. Fines and deductions which may be made from Wages:

- (i) Wages of a worker shall be paid to him without any deduction of any kind except the following:
 - a) fines;
 - b) deductions for absence from duty; i.e. from the place of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent;
 - c) deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
 - d) deductions for recovery of advances or for adjustment or overpayment of wages, Advance granted shall be entered in a register; and
 - e) any other deduction which the Institute may from time to time allows.
- (ii) No fines shall be imposed on any worker say in respect of such acts and omissions on his part as has been approved by the Chief Labour Commissioner.
- (iii) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing causes against such fines or deductions.
- (iv) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that wage period.
- (v) No fine imposed on a worker shall be recovered from him in installments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
- (vi) The contractor shall maintain both in English & the local Indian language a list, approved by the Chief Labour Commissioner, clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place on the work site.
- (vii)** The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.

33.10. Register of Accidents :

The Contractor shall maintain a register of accidents in such form as may be convenient at the work place.

33.11. Preservation of Registers :

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

33.12. Enforcement :

The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-In-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons therefore. It shall be obligatory on the part of the Engineer-In-Charge on receipt of such a report to deduct such amounts from payment due to the Contractor.

33.13. Disposal of amounts recovered from the Contractor :

The Engineer-In-Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-In-Charge, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the Regional Labour Commissioner (RLC).

33.14. Welfare Fund :

All moneys that are recovered by the Engineer-In-Charge by way of workers dues, which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of workers, etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of IPR for such benefit and welfare of workmen employed by Contractors.

33.15. Appeal against decision of Inspecting Officer:

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

33.16. Representation of parties:

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

33.17. Inspection of Books and other Documents:

The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in-charge or his authorised representative at any time and by the worker or his agent on receipt of due notice at convenient time.

33.18. Interpretation etc. :

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

33.19. Amendments

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

Annexure -I

1. Register of Workmen

No.	Particulars	Details
1	Name and Address of the Contractor	
2	Number and Date of Contract	
3	Name and Address of the Department awarding Contract	
4	Nature of the Contact and Location of the Work	
5	Duration of the Contract	

Sr No	Name and Surname of the Workers	Age and Sex	Father's/ Husband's Name	Nature of Employment and Designation	Permanent Home Address of Employee	Present Address	Date of Commencement of Employment	Date of termination or leaving employment	Signature or thumb impression of employee	Remarks
1	2	3	4	5	6	7	8	9	10	11

Annexure-II

2. Employment Card

- 1) Name and Sex of the Worker: _____
- 2) Father's/Husband's Name: _____
Address: _____
- 3) Age and Date of Birth: _____
- 4) Identification Mark: _____
- 5) Name and Sex of the Worker: _____
Particulars of the Next of Kin (Wife/Husband and children, if any, or dependent next of kin in case the worker has no wife/husband or child)

Name: _____

Full Address of Dependent: _____

(Specify Village, Distt and State) _____

Sr. No	Name & Address of employer. Specify Contractor of Subcontractor	Particular of the location of work site & Description of the work done	Total Period for which the worker is employed from.....to	Actual number of the days worked	Leave taken (No. of days should be Specified)	Nature of the work done by the worker	Wage period	Wage rate with particulars of the unit in case of the piece of work	Total Wage earned by the worker during the period shown in Co. 5	Remarks	Signature of the Employer
1	2	3	4	5	6	7	8	9	10	11	12

NB: For a worker employed at one time piece work basis and at another on daily wages relevant entry with respect of each type of employment should be made separately

