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## **CONDITIONS OF CONTRACT- ERECTION**

### **1.0 GENERAL**

- 1.1 The following shall supplement the conditions already contained in the other part of these specifications and documents and shall govern that portion of the work of this Contract to be performed at site.
- 1.2 The Contractor, upon execution of the Contract Agreement, shall, in addition to a Project Coordinator, nominate another responsible Officer as his representative at site suitably designated for the purpose of overall responsibility and co-ordination of the works to be performed at site. Such person shall function from the site Office of the Contractor during execution of the Contract.

### **2.0 LIMITED POSSESSION OF SITE.**

- 2.1 The Corporation will provide at the work sites the Right-of-Way for permanent works or installations, the site for Contractor's colony, ditches and Right-of-Way for access thereto over routes established by the Engineer-in-charge. The Contractor will be permitted to use such right exclusively for execution of the Contract. The Contractor shall supply to the Corporation, after the award of the Contract, the exact details of the land required by him for the work at the sites. Should any delay take place in giving authority to enter and occupy, that delay shall not deem to be breach of Contract by the Corporation. The Corporation shall not give the Contractor any claim for compensation but appropriate extension of contract time will be granted by the Engineer – in-charge.
- 2.2 Until such authority is given as aforesaid, no material shall be delivered to and / or no work shall be performed upon site or other lands as made available to the Contractor for the purpose of carrying out the Contract.
- 2.3 Authority to enter the site or other lands provided by the Corporation shall be deemed to have been given to the Contractor only as a license necessary to enable him to perform the works effectively and it shall not be deemed to confer any right of exclusive possession of him.
- 2.4 In the execution of work, no person other than the Contractor or his appointed representative, Sub-Contractor and the workmen, shall be allowed to do the work at site, except by the special permission, in writing, of the Engineer or his representative.

### **3.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES:**

#### **3.1 Rules and regulations**

The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Code on Wages, 2019 and any revision thereof and the Payment of Wages Act both of the Government of India and the rules made thereunder in respect of any employee or workman employed or engaged by him or his Sub-Contractor, and any other act, law, rules and regulations applicable in the performance of the Contract. The contractor shall comply with labour regulation and labour welfare as per Section-A

#### **3.2 Permits:**

All registration, permission, inspection, rights etc required for the execution of the Contract shall be arranged by the Contractor at his own cost. The Purchaser will provide the necessary documentary assistance, to the extent possible, in obtaining the same. The Purchaser shall not, however, be responsible for any delay on this account. If, under any statute, any registration, permission, inspection, right etc. are required to be arranged specifically by the Purchaser, this shall be brought to the notice of the Purchaser by the Contractor before the award of the Contract.

### **4.0 PURCHASER'S LIEN ON EQUIPMENT:**

The Purchaser shall have lien on all equipment including those of the Contractor brought to the site for the purposes of erection, testing and commissioning of the plant. The Purchaser shall continue to hold the lien on all such equipment throughout the period of the Contract. No material brought to site shall be removed from the site by the Contractor and/or his Sub-Contractors without the prior written approval of the Engineer-in-charge.

### **5.0 INSPECTION, TESTING AND INSPECTION CERTIFICATE:**

The Engineer-in-charge shall have the right to re-inspect any equipment though previously inspected and approved by him at the Contractor's works, before and after the same is erected at site. If, by above inspection, the Engineer-in-charge rejects any equipment, the Contractor shall make good such rejection either by replacement or modifications /repair, as may be necessary, to the satisfaction of the Engineer-in-charge. Such replacement shall

also include the replacement or re-execution of those works of other Contractor and / or Agencies, which might have got damaged or affected by the replacement of re-work done to the Contractor's work.

## **6.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT**

- 6.1 The Contractor shall establish a site Office at the site and keep posted his authorized representative for the purpose of execution of the contract. Any written order or instruction of the Engineer-in-charge or his authorized representative shall be communicated to the Contractor at the site Office, and the same shall be deemed to be communicated to the Contractor at his legal address.
- 6.2 The Contractor shall keep the Engineer-in-charge informed in advance of his field activities, plans and schedules for carrying out the work. Any review of such plans or schedule or activities or method of work by the Engineer-in-charge shall not relieve the Contractor from any of his responsibilities towards the field activities. Such review shall also not be considered as an assumption of any risk or liability by the Engineer-in-charge or the Owner or any of his representatives, and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall solely be responsible for the safety, adequacy and efficiency of plant and his erection methods.
- 6.3 The Contractor shall have the complete responsibility for the conditions of the work site, including the safety of all persons employed by him or his sub-Contractor and all the properties under his custody during the performance of the work. The requirements shall apply continuously till the completion of the Contract and shall not be limited to normal working hours. The construction works reviewed by the Engineer-in-charge are not intended to include review of Contractor's safety measures in on or near the work site, and their adequacy or otherwise.

## **7.0 CO-OPERATION WITH OTHER CONTRACTORS:**

### **7.1 General:**

The Contractor has to co-ordinate designs and terminations with the concerned Agencies, including Consultants / Contractors of the Owner. Wherever required, the Contractor shall co-operate in all aspects and exchange necessary technical data/drawings with the Owner's Consultants / Contractors to ensure proper co-ordination and completion of the work in time. The Contractor shall also arrange to perform his work so as to minimize, to the maximum extent possible, interference with the work of other Contractors and his workmen.

**7.2 Damage and Injury:**

Any injury or damage that may be sustained by the employees of other Contractors and the Purchaser, due to the Contractor's work, shall promptly be made good at the expense of the Contractor.

**7.3 Disputes:**

The Engineer-in-charge shall determine the resolution of any difference or conflict that may arise between the Contractor and other Contractors or between the Contractor and the workmen of the Purchaser in regard to their work.

**7.4 Delays:**

If the work of the Contractor is delayed because of any acts or omission of another Contractor, the Contractor shall have no claim against the Purchaser on that account, other than an extension of time for completion of his works if deemed fit by the Engineer-in-charge.

**7.5 Defects:**

The Engineer-in-charge shall be notified promptly by the Contractor of any defects in other Contractor's works that could affect the Contractor's works. The Engineer-in-charge shall determine the corrective measures, if any, required to rectify the situation after inspection of the work and such decisions of the Engineer-in-charge shall be binding on the Contractor.

**8.0 DISCIPLINE OF WORKMEN**

The Contractor shall adhere to the disciplinary procedure set by the Engineer-in-charge in respect of his employees and workmen at site. The Engineer-in-charge shall be at liberty to object to the presence of any representative or employee of the Contractor at the site if, in the opinion of the Engineer-in-charge, such employee who mis-conducted himself or is

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incompetent or negligent or otherwise undesirable and the Contractor shall remove such person objected to and provide, in his place, a competent replacement.

#### **9.0 PHOTOGRAPHS AND PROGRESS REPORT:**

The Contractor shall furnish 4(four) prints each to the Engineer-in-charge of progress photographs of the work done at site. Photographs shall be taken as and when indicated by the Engineer-in-charge or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the Contractor and the title of photograph.

The photograph shall accompany monthly progress report detailing out the progress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for variance between the schedule and actual progress and action proposed for corrective measures, wherever necessary.

#### **10.0 MANPOWER REPORT**

##### **10.1 Man-hour schedule:**

The Contractor shall submit to the Engineer-in-charge on the first of every month a man-hour schedule for the next month, detailing the man-hours scheduled for the month, skill – wise and area-wise.

##### **10.2 Manpower report:**

The Contractor shall also submit to the Engineer-in-charge on the first day of every month, a manpower report of the previous month, detailing the number of persons scheduled to have been employed and actually employed of such labour.

#### **11.0 PROTECTION OF MATERIALS AND WORKS.**

11.1 The Contractor shall, at all times, store, protect and preserve all materials supplied and equipment of every description including those furnished by the Corporation to keep them in good condition as per instruction of the Engineer-in-charge and / or as per the specification of the manufacturer. Any loss, damage and deterioration on these will be made good by the Contractor immediately.

11.2 Unless specifically mentioned in the technical specification, no wastage shall be allowed. Stores / materials issued by the Corporation, if neither utilized nor returned by the Contractor, will be recovered at double the prevailing issue rate / contractual issue rate. Issue rate of materials to be issued by the Corporation will be provided to the successful bidder.

- 11.3 All costs relating to loading, transportation, unloading, storage, protection, preservation, insurance etc., whatsoever, as may be required for the materials supplied by the Corporation, from place of issue to the ultimate use for the work and in connection to the return of the same, shall be to the Contractor's account.
- 11.4 The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer-in-charge. No claim, whatsoever, will be entertained by the Purchaser or the Engineer-in-charge for any damage or loss to the Contractor's works and the Contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings.
- 11.5 Should any damage to the Contractor's work occur because of the other party not being under his supervision or control, the Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other parties concerned regarding responsibility for damage to the Contractor's work, the same shall be resolved as per Clause No. 7.0 above entitled "Co-operation with other Contractors". The Contractor shall not cause any delay in the repair of such damaged work, because of any delay in the resolution of such disputes. The Contractor shall proceed to repair the work immediately and no cause thereof shall be assigned pending resolution of such disputes. Unless specifically mentioned in the technical specifications, no wastage of stores, materials will be allowed. Stores, materials issued by the Corporation, if neither utilized nor returned by the Contractor, will be recovered at double the prevailing issue rate /contractual issue rate.
- 12.0 RATE OF WAGES AND RECRUITMENT OF LABOUR**
- 12.1 The Contractor shall employ labourers in sufficient numbers either directly or through Sub - Contractors to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer - In -Charge. The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. The Contractor will be at liberty to recruit labourers from anywhere within India, but no labourers below the age of 18 (eighteen)



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years shall be engaged on the work. No female labourer shall be employed after darkness. Fair wages, not less than minimum wages as may be fixed from time to time in accordance with the Law or Act or rules there under applicable to the area covered by the work, shall be paid by the Contractor to all labourers. The payment of wages to the labourers shall be made at regular and reasonable intervals and shall be governed by the Labour Regulations and Labour Welfare as given in **Section – A** of this Volume.

- 12.2 Proper identity cards and acquaintance records for such payments shall be maintained and made available for inspection by the Engineer - in - charge or by inspecting Officer as defined by the Engineer - in - charge or by an inspecting Officer as defined in the Contractor's labour regulation. The Engineer - in - Charge shall 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 the worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractor's Labour Regulations.
- 12.3 All travelling expenses, including provisions of all necessary transport to and from site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.

### **13.0 FACILITIES TO BE PROVIDED BY THE CORPORATION**

#### **13.1 Land**

The Contractor shall inform the Purchaser within 15 (fifteen) days from the date of the Letter of Intent, about his exact requirement of land for his office, go-downs, workshop, assembly yard, residential accommodation for staff and labour, etc., The Engineer-in-charge shall review the above requirement and leveled land will be allotted to the Contractor as per requirement assessed by him. Such land may be allotted as available at site and may be at different locations. The Contractor will be permitted to use such land exclusively for execution of the Contract. The Contractor will have to vacate the land on completion of assigned work without any encumbrances or when demanded by the Department in the interest of the project works.

### 13.2 Water

The Contractor shall make his own arrangement of water required for the purpose of construction and drinking water at construction site at his cost from available sources. The Contractor has to ensure the quality of water for construction & drinking purposes as per the technical specifications. The treatment of water, if any, will have to be provided by the Contractor at his own cost.

Charges, if any, leviable for usage of river water for construction/ drinking purposes by the State/ Local Authorities, the same shall be borne by the Contractor.

### 13.3 Construction tools and equipment:

Except incase where the Purchaser's express permission is applied for and received in writing, no use of the Purchaser's plant facilities, such as cranes and machine shop, shall be made by the Contractor or his employees.

The Purchaser shall not be responsible or held liable for damage to any person on property consequent upon the use, misuse or failure of any construction tools and equipment used by the Contractor or any of his Sub-Contractors, even though such construction tools and equipment may be furnished, rented or loaned to the Contractor or any of his Sub-Contractors. The acceptance and/or use of any such construction tools and equipment by the Contractor or his Sub-Contractors shall be construed to mean that the Contractor accepts all responsibility for and agrees to indemnify and save the Purchaser from any and all claims for said damages resulting from said use, misuse or failure of such construction tools and equipment.

### 14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

- 14.1 The Contractor shall provide at his own expense all the construction equipment, erection tools, machine tools, power tools, tackles, hoists, cranes, derricks, cables, slings, skids, scaffoldings, work benches, tools for rigging, cribbing and blocking, welding machines, preheating and stress relieving equipment and all associated protection equipment, instruments, appliances, materials required for unloading, transporting storing, erection, testing and commissioning that may be required to accomplish the work under the Contract, unless otherwise as determined by the Engineer-in-charge. He shall submit a list of such materials to the Engineer-in-Charge before the commencement of the pre-assembly at site. These tools and tackles shall not be removed from the site without the written permission of the Engineer-in-Charge.

14.2 The Contractor shall also furnish at his own expense all necessary expendable devices like ejectors, grinding and abrasive wheels, crawl plugs, hacksaw blades, drills, reamer, chisels, files, carborandum stones, oil stones, wire brushes, necessary scaffolding, ladders, wooden planks, timbers, sleepers and consumables, materials like oxygen, acetylene, argon, lubricating oils, grease, cleaning fluids, cylinder oil, graphite powder and flakes, fasteners, gaskets, temporary supports, stainless steel shims of various thickness as required, cotton waste, cheese cloth and all other miscellaneous supplies of every kind required for carrying out the work under the Contract.

14.3 The Contractor shall provide at his own expense all reasonable facilities including tools, personnel, etc., and ensure co-ordination with the Engineer-in-Charge and the Manufacturer's erection supervisors to enable them to carry out all supervision, measurements, checks etc., in a satisfactory manner.

14.4 The Contractor shall inform the Engineer-in-Charge about the arrival of all tools, tackles and scaffoldings. The Contractor shall not dispose of transport or withdraw any tools, tackles, equipment and material provided by him for the Contract without taking prior written approval from the Engineer-in-Charge, and the Engineer-in-Charge shall, at all times, have the right to refuse permission for equipment and material if, in his opinion, the same will adversely affect the efficient and expeditious completion of the Contract.

#### **14.5 Communication**

The Contractor will make his own arrangement for all his communication needs such as telephone, facsimile, internet etc. at his site Office. The Purchaser will assist the Contractor in obtaining necessary permission / connection for use of the above facilities, in case he finds difficulties.

#### **14.6 First Aid**

The Contractor shall provide necessary first aid facilities for all his employees, representatives and workmen working at the site. Sufficient number of Contractor's personnel shall be trained in administering first aid.

#### **14.7 Cleanliness**

The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc., during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work area at least once in a day. All rubbish and scrap materials shall be stacked or disposed in a place to be identified by the Engineer-in-Charge. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

#### **14.8 Construction Power**

The responsibility of arranging power for the work shall lie in bidder's scope. The possibility for availability of Grid Power for the work is very remote. Therefore, the requirement would have to be met only by installing diesel generating sets. It is not binding to NEEPCO for supply of power from Grid or otherwise.

At present Grid supply is not available and therefore the Contractor is required to make DG arrangement and in future if the grid supply is arranged, NEEPCO shall provide grid power to the Contractor on recoverable basis @ Rs. 30.00 per Unit. Non-availability of power however, would not entitle the Contractor to make any claims whatsoever either for time extension or extra payments.

The responsibility of arranging power for the work shall lie in bidder's scope. Grid power is currently not available in the project area. Therefore, the requirement would have to be met by installing diesel generating sets and the bidder shall quote their prices accordingly.

#### **14.9 Temporary lighting**

The Contractor shall provide at his own cost all temporary lighting required for his work area. The temporary installations shall include cables, outlets, conduits, supports, insulators, fuses, switches and all other required materials.

#### **15.0 LINES AND GRADES**

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and layout the works. Basic horizontal and vertical control points will be established and marked by the Engineer-in-

charge at site at suitable points. These points shall be used as datum for the work under the Contract. The Contractor shall inform the Engineer-in-charge well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer-in-charge to enable the Contractor to proceed with his work. Any work done without being properly located may be removed and / or dismantled by the Engineer-in-charge at Contractor's cost.

## **16.0 PREVENTION**

- 16.1 From commencement to completion of works, the Contractor shall be responsible for any deterioration, loss and damage to men, materials, machines, works and any other properties belonging to the Corporation and shall, at his own cost, make good such deterioration, damages and losses as instructed by the Engineer-in-charge, provided such deterioration, losses or damages is attributable to the Contractor. Insurance cover of appropriate nature shall be undertaken by the Contractor.
- 16.2 The work procedures that are to be followed during erection shall be those which minimize all types of hazards, to the extent practicable. Combustible material, combustible waste and rubbish shall be collected and removed from the site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated materials shall not at all be used at site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the site, the same shall be removed and replaced with acceptable material before moving into the construction or storage area.
- 16.3 Similarly, corrugated paper, fabricated cartons etc., will not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be of waterproof and flame resistant type. All other materials such as working drawings, plans etc., which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.

- 16.4 All Contractors' supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the site during the entire period of the Contract.
- 16.5 The Contractor shall provide enough fire protection equipment for the warehouse, office, temporary structures, labour colony area etc., utilised for the performance of the Contract. Access to such fire protection equipment shall be easy and kept open at all time.
- 16.6 The compliance of all the above requirement under fire protection shall, in no way, relieve the Contractor of any of his responsibilities and liabilities due to fire accidents occurring either to his material and equipment or to those of others working in the area.

#### **17.0 INDEMNIFICATION FROM LOSS AND DAMAGE**

The Contractor indemnifies and shall keep indemnified the Corporation against all losses, damages, claims for death, injuries or damage to any person or any property, whatsoever, which may arise out of or in consequence of construction and maintenance of works during the Contract period and also against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect of or in relation thereto and such liabilities shall include claims / compensation of the third party also.

#### **18.0 SECURITY**

The Contractor shall have total responsibility for safety and security of all equipment, materials and work in his custody and under erection by him at site. The Contractor shall, at his own cost, make suitable security arrangement, including employment of security personnel, to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and losses from commencement to the completion of work. All material of the Contractor shall enter and leave the project site only with the written permission of the Engineer-in-charge in the prescribed manner.

The Purchaser shall, however, liaise with the state government for overall security of the project.

**19.0 CONTRACTOR'S AREA LIMITS:**

The Engineer-in-charge will mark out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case need arises for the Contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the Engineer-in-Charge.

**20.0 PRE-COMMISSIONING TEST, TRIAL RUN, COMMISSIONING AND HANDING OVER.**

- 20.1 After completion of erection of the equipments and before charging, each item of the equipment shall be thoroughly cleaned and inspected jointly by the Engineer-in charge and the Contractor for correctness and completeness of installation and acceptability of charging leading to initial pre-commissioning tests at site. Any defects found in the work done and / or materials supplied by the Contractor shall be rectified / replaced at no cost to the Purchaser within such time so that the scheduled completion time of the work is not affected.
- 20.2 On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation of 1 (one) month as directed by the Engineer-in-charge, during which period the complete equipment shall be operated integral with sub-systems and supporting equipments as complete Plant. Any defects found in the work done and or materials supplied by the Contractor shall be rectified / replaced at no cost to the Purchaser within such time so that the schedule completion time of the work is not affected.
- 20.3 The Contractor shall be responsible for obtaining statutory clearances from the concerned Authorities for commissioning of the Plant on behalf of the purchaser. NEEPCO shall assist the contractor in obtaining such clearances, including payment of fees to the electrical inspector.

20.4 Only after satisfying himself regarding the above and after successful commissioning, trial run, performance of load test, the Engineer-in-charge will take over the system in writing. The defect liability / warrantee period will start from this date.

20.5 If, on account of shortage of water and or power, it is not possible to commission the Units immediately after completion of the work, the commissioning and the trial run period of 1(one) month, as stated herein above, shall be carried out at a later date as instructed by the Engineer-in-charge without any extra cost to the Corporation. In such event, the defect liability period / warrantee will start form the date of taking over after successful commissioning.

## **21.0 CONSTRUCTION MANAGEMENT:**

### **21.1 General:**

The field activities of the Contractor working at site, will be coordinated by the Engineer-in-charge/ Project Management Consultant (PMC) and the decision of the Engineer-in-charge/ PMC shall be final in resolving any disputes or conflict between the Contractor and other Contractors and tradesmen of the Purchaser regarding scheduling and co-ordination of work. Such decision of the Engineer-in-charge/ PMC shall not be a cause for extra compensation of extension of time for the Contractor.

### **21.2 Adherence to work schedules:**

Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If, at any time, the Contractor is failing behind schedule, he shall take necessary action to make good such delays by increasing his workforce or by working overtime or otherwise accelerate the progress of work to comply with the schedule and shall communicate such action in writing to the Engineer-in-charge, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra expenses for such action.

The Engineer-in-charge, shall, however, not be responsible for providing of such additional labour and / or materials or supply or any other service to the Contractor, except for the co-ordination work between various Contractors as set out earlier.



## **22.0 FIELD OFFICE RECORDS**

The Contractor shall maintain at his site Office up-to-date copies of all drawings, specifications and other Contract documents and any other supplementary data complete with all the latest revision thereto. The Contractor shall also maintain, in addition, continuous records of all changes to the above contract documents, drawings, specifications, supplementary data etc., effected at the field and, on completion of his total assignment under the Contract, shall incorporate all such changes on the drawings and other engineering data to indicate as installed conditions of the equipment furnished and erected under the Contract. Such drawings and engineering data shall be submitted to the Engineer-in-charge in required number of copies.

## **23.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE:**

### **23.1 General:**

The Contractor shall bring to site all equipment, component parts, materials including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. The right on all such goods shall, from the time of their being brought to site, shall rest with the Purchaser, but may be used for the purpose of the works only and shall not on any account, be removed or taken away by the Contractor without the written permission of the Engineer-in-charge. The Contractor shall, nevertheless, be solely responsible and liable for any loss or damage thereto.

### **23.2 Removal of equipment from the site:**

After completion of the work, the Contractor shall remove from the site under the direction of the Engineer-in-charge all materials, such as construction equipment, erection tools and tackles, scaffolding etc with the written permission of the Engineer-in-charge. If the Contractor fails to remove such materials within 15(fifteen) days of notice by the Engineer-in-charge to do so, then the Engineer-in-charge shall have the liberty to dispose of such materials and credit the proceeds thereof to the account of the Contractor.

## **24.0 ACCIDENT PREVENTION**

The Contractor shall, at all times, exercise reasonable and proper precautions for the safety of the people at the work and shall comply with the provisions of current safety laws and labour laws etc. of the State Governments or the Central Government and the local

Authorities. He shall also provide all necessary fencing and light required to protect public from accidents. All machinery and equipment and other sources of physical hazards shall be guarded in accordance with the regulations or laws of the Government of India. The Contractor shall be responsible for all risks to the lives and property and people from whatsoever cause arising out of or in connection with the work being executed by him. In case the Corporation (either alone or jointly with the Contractor) shall be called upon by a Court of law to make good any such loss or damages or to pay compensation (including that payable under the provision of the workmen's Compensation Act or any other act or rules) to any person or persons sustaining damage as aforesaid by reason of any act, or of any negligence or omissions on the part of the Contractor, the amount which the Corporation may be required to pay in respect thereof and the amount of any cost of charges (including legal costs and charges in connection with legal proceedings) which the Corporation may incur in reference thereto shall be chargeable to the Contractor. All works covered in the specification are to be done in line with those related laws / order / rules / codes. Hence, all relevant laws / order / rules / codes are to be strictly followed.

Individual reports of any accidents shall promptly be submitted by the Contractor to the Engineer - in - Charge within 24 (twenty four) hours of occurrence, giving such details as may be prescribed for that purpose.

The provisions given in the safety code shall be followed and the Contractor shall follow the instructions of the Engineer - In - Charge / or his authorized representative in strengthening the scaffolding, etc., required for maintaining the safety of labour and other persons. Failure to comply with instructions of the Corporation shall be treated as negligence of the Contractor who shall be solely responsible for the work carried out in connection with safety of men, materials, equipment and work. All safety engineering and safety code should be followed as per Section-B.

## **25.0 INSURANCE**

- 25.1 The Contractor shall obtain all risk insurance policies adequately covering the total risk of transportation of the materials and equipment to be supplied by him under the Contract, and Purchaser will obtain Storage-cum-Erection policy for the materials and equipment to

be erected by him under the Contract, in the *joint names of the Purchaser and the Contractor*, and to be kept valid till the plant and equipment is taken over by the Owner. The Contractor shall, at his own cost, obtain Workmen's Compensation Insurance, Comprehensive Automobile Insurance, Comprehensive General Liability Insurance Policy and Fire Insurance. Bidder shall also refer to Clause 14.0 of Sec-IV, GCC of this Volume.

#### **25.2 Workmen's Compensation Insurance**

This Insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act 1923. This policy shall also cover the Contractor against claim for injury, disability, disease or death of his or his sub-Contractors and Owner's employees. The liabilities shall not be less than

Workmen's compensation – As per statutory provision.

Employee's liability – As per statutory provision.

#### **25.3 Comprehensive Automobile Insurance**

This Insurance shall protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Owner's employees and loss and damage to the property of others arising from the use of motor vehicles during on or off the site operations, irrespective of the ownership of such vehicles. The liability covered shall be as herein indicated.

Fatal injury: not less than Rs. 2, 00,000.00 each person

and Rs. 5,00,000.00 each occurrence.

Property damage: not less than – Rs. 2,00,000.00 each occurrence.

This is, however, subject to change, as per guidelines prescribed by the Government of India / respective State Government of India from time to time. The Contractor shall be liable to pay such expenditure as applicable from time to time.

#### **25.4 Comprehensive General Liability Insurance**

This Insurance shall protect the Contractor against all claims arising from injuries, disabilities, diseases or death of members of public or damage to property of others due to any act or commission on the part of the Contractor or his Sub-Contractor, his employees or his representative from riots strikes and civil commotion.

The hazards to be covered will pertain to all the works and areas where, the Contractor, his Sub-Contractor, his agents and his employees have to perform work pursuant to the Contract.

The above are only illustrative list of Insurance coverage normally required and it will be the absolute responsibility of the Contractor to maintain all necessary Insurance coverage to the extent of both time and amount to take care of all his liabilities either direct or indirect, pursuant to the Contract.

## **26.0 UNFAVORABLE WORKING CONDITIONS**

The Contractor shall confine all his field operation to those works which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms, etc., and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such works with the concurrence of the Engineer-in-charge. Such unfavorable construction conditions will, in no way, relieve the Contractor of his responsibility to perform the works as per schedule.

## **27.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS**

The Contractor shall insure that any finds such as relics, antiquity, coins, fossils etc., which he may come across in course of performance of his work, either during excavation or elsewhere, are properly protected and handed over to the Engineer-in-charge. Similarly, the Contractor shall ensure that the bench marks, reference points, etc., which are marked either with the help of the Engineer-in-charge or by the Engineer-in-charge shall not be disturbed in any way during the performance of his work. If any work is to be performed which disturb such reference, the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer-in-charge. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

## **28.0 SAFETY CODE**

The Contractor shall, at his own expenses, arrange for the safety provisions indicated in "Section – B Safety Engineering and Safety Codes" of this volume or as required by the Engineer -in-charge, in respect of all labourers directly or indirectly employed for performance of the work and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangement as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.

## **29.0 COMPLETION OF CONTRACT**

- 29.1 Time is the essence of the Contract. The Contractor shall provide full programme of the supply and work in detail and completion schedule thereto. Strict adherence to the completion schedule of 30 (Thirty) months from the date of issue of the Letter of Intent shall be the essence of the contract.
- 29.2 The Contractor shall submit a detailed PERT Network within 30 (thirty) days from the date of issue of the Letter of Intent consisting of adequate number of activities covering various key phases of the work, such as design, procurement, manufacture, transportation to site and field erection activities as envisaged in the detailed bid documents. This Network shall also indicate the interface facilities to be provided by the Purchaser and the dates by which such facilities are needed. The Contractor shall discuss the Network so submitted with the Engineer-in-charge and the Network agreed between the Engineer-in-charge and the Contractor shall form part of the Contract Agreement. During the performance of the Contract, if the Engineer-in-charge is not satisfied with the progress of work, the Contractor shall have to revise the milestones employing extra resources at his own cost, as per instruction of the Engineer-in-charge, so as to complete the entire work within the time as stipulated in the Contract Agreement.

## **30.0 WORKING ON SUNDAYS AND HOLIDAYS**

For working on Sundays and holidays, the Contractor will approach the Engineer –in-charge or his authorised representative at least 2(two) working days in advance and obtain permission in writing.

### **31.0 DRAWINGS**

The drawings accompanying the detailed bid documents are of indicative nature and issued for bidding purposes only. The main purpose of these drawings is to enable bidders to make their offer in line with the requirements of the Corporation. Bidders are to carefully examine the drawings and to point out any error, omission, defect, discrepancy, mis-match etc., before submitting their bids. The Corporation will supply necessary clarifications, based on which bidders will quote their rates. If any error, omission, defect, discrepancy, mis-match, etc. is not pointed out, the successful bidder will have to execute the work according to the corrected drawings finally prepared and approved subsequently during or before actual execution of the work at no extra cost to the Corporation. Should actual site conditions and / or nature of plant and machinery to be erected require changes / modification in design and drawings, the Contractor shall carry out such modifications at no extra cost to the Corporation. The Contractor shall execute the work strictly as per approved drawings.

### **32.0 TEMPORARY AND ANCILLARY WORKS**

All temporary and ancillary works, including supplies connected with the work of the Contractor, shall be the responsibility of the Contractor and the price quoted shall be deemed to have included the cost of such works and supplies.

### **33.0 STAKING OUT WORK**

The work to be done shall be staked out by the Contractor at his own cost and checked by the Corporation's Officers independently. The Contractor shall provide such reasonable assistance as may be required for checking free of cost. No work shall commence before such checking. The Contractor shall be responsible for:

- i) The accurate setting out of the works in relation to original points, lines and levels or reference given by Engineer in Charge in writing.
- ii) The correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the works, and
- iii) The provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

The checking of any setting-out or of any line or level by Engineer in Charge shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting-out the works.

#### **34.0 MONSOON / DE-WATERING**

The working period may spread over a period covering monsoon also. The Contractor shall plan his work in such a way that, even with minimum or no work during monsoon, the work shall be completed within the stipulated time period. No extension of completion time shall be granted on account of heavy monsoon. Similarly, no extra claim also will be entertained on account of this.

During monsoon and other period, it shall be the responsibility of the Contractor to keep the equipment / materials/work site free from water at his own cost. No de-watering charges will be allowed to the Contractor.

#### **35.0 DATA TO BE FURNISHED BY THE CONTRACTOR.**

The logbooks for the work and those of machinery shall be properly maintained and any information on the operation and maintenance of machinery shall be furnished to the Engineer-in-charge or his authorized representative, when required. Any other information of a similar nature, which may be required, shall also be furnished.

#### **36.0 SANITATION**

The Head of Project may establish sanitation, watch and ward rules and regulations for all labour force employed under the Contractor and the Contractor shall follow these at his own cost, failing which the Head of Project may perform them at the expenses of the Contractor.

#### **37.0 CLEANING UP OF THE WORK SITE**

Upon completion of the work, the Contractor shall remove from the vicinity of the work all plants, buildings, rubbish, unused materials, concrete forms and other like materials belonging to him or used during construction and, in the event of his failure to do so, the same will be removed by the Corporation at the expense of the Contractor and the same shall be recovered from his dues.

### 38.0 PROTEST

- 38.1 The Agreement Authority for this Contract is the North Eastern Electric Power Corporation Ltd., and is represented by the Head of Projects in so far as this Contract is concerned. The Head of Project, is represented at site of work by the Authorized Representatives. These Officers at site are delegated with powers regarding execution, measurement and payment of works. The commitments made by these Officers at site and the Head of Project, are based on interpretation of the Contract Agreement. It may sometime happen that the Corporation / Head of Project, does not agree with the views of its / his Subordinate Officers and may have entirely different views in so far as interpretation of a Clause in the Contract Agreement is concerned. In such cases, the Corporation / Head of Project shall have the full right to revoke the decisions made by its / his Subordinate Officers and direct adjustment in payments based on final decisions of Corporation / Head of Project, . Such decisions of the Corporation / Head of Project, shall be communicated to the Contractor under the title **“Decisions revoked by the Head of Project,”** and shall be binding on the Contractor.
- 38.2 All points pertaining to execution of this Contract will be referred to Arbitration in case of any difference or dispute.
- 38.3 Subject to the above stipulations, if the Contractor considers any record or ruling of the Corporation / Head of Projects, or of its / his subordinate Officers so authorized in respect of any of the provisions of this Contract to be not in accordance with provisions of this Agreement or considers any work demanded of him by the Head of Project, to be outside the requirements of the Contract, he shall immediately upon such record or ruling being made or such work being demanded, ask in writing for written instructions or decisions, on receipt whereof he shall proceed without delay to conform to the record or to perform the work demanded and, within 15 (fifteen) days after the date of receipt of the written instruction or decision, he may file a written protest with the Head of Project, stating clearly in detail the basis of his objection. Except for such protests or objections as are made on record in the manner herein specified and within the time limit stated, the records, rulings, instructions or decisions of the Corporation or Head of Project, shall be final and conclusive. Instructions and / or decisions of the Head of Project communicated



through letters / or drawings to the Contractor shall be considered as written instructions or decision, subjects to protest or objections as herein provided.

38.4 If the Contractor is dissatisfied with the final decision of the Head of Projects or Corporation on the protest or objection made by the Contractor in accordance with the procedure prescribed in Paragraph 38.3 the Contractor may, within 28(twenty eight) days after receiving notice of such decision give notice in writing to the Head of Project requesting that the matter be submitted to Arbitration and furnishing detailed particulars of this dispute or difference specifying clearly the point at issue. If the Contractor fails to give such notice to Head of Projects, within the period of 28(twenty-eight) days as stipulated above, the decision of the Head of Project, shall be final and conclusive and binding on the Contractor. Thereafter, such issues shall not be subjected to Arbitration.

38.5 If the work under the Contract has not been completed when a dispute is referred to Arbitration, the work shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of arbitration proceedings unless authorized or required by Arbitration board.

### **39.0 LABOUR STATISTICS**

The Contractor shall maintain all records pertaining to labour engaged directly or indirectly on the work on daily basis, duly signed by the Contractor's site in-charge and Engineer - in - charge or their representatives and produce the records, as and when called for by the Head of Projects or his authorized representative.

### **40.0 CONTRACTOR'S RESPONSIBILITY TOWARDS EMPLOYEE**

The Contractor shall have to be a registered establishment under Employees Provident Fund & Miscellaneous Provisions (EPF & MP) Act 52 and the Scheme thereunder & shall specify its independent code number at the time of submissions of bid. In the event the Contractor is liable under the said Act, but is not a registered establishment, the said Contractor shall immediately try to obtain code number, sub-code number, from the Regional Provident Fund Commissioner as procedure prescribed by law.

The Corporation shall recover 20(twenty) percent of the bill value against each running bill and final bill, or any amount as may be prescribed from time to time if the Contractor fails to comply with the provisions of the said Act.

**41.0 TERMINATION FOR DEFAULT/ DAMAGES FOR DELAY/ TIME EXTENSION**

- 41.1 If the Contractor refuses or fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in this Contract, the Corporation may terminate the Contractor's rights to proceed with the work or such part of the work as to which there has been delay. In such event, the Corporation may take over the work or part of the work and execute the same to completion, by Contract or otherwise, and the Contractor shall be liable to pay to the Corporation any excess cost occasioned to the Corporation and the same as determined and certified by the Engineer-in-charge without prejudice to any other remedy in respect thereof belonging to the Corporation against the Contractor, or his surety may be deducted by the Corporation from any money due or to become due to the Contractor. Recoveries will also be effected under Revenue Recovery Act or otherwise as the Corporation may decide. If the work is terminated and if the termination results in savings to the Corporation, the Contractor shall have no claim, whatsoever, for such savings.
- 41.2 If the Contractor's right to proceed be so terminated, the Corporation may take possession of and utilize all such materials, equipment and plant found necessary thereof for completing the work. The measurements and valuation of such materials, equipment or plant taken by the Corporation will be made by the Engineer-in-charge or his authorized representative and such measurements and valuation will be final and no appeal shall be admissible against it. The construction plant and other equipment belonging to the Contractor and taken over by the Corporation for completing the work shall be released back to the Contractor after completing the work, if there is no outstanding against the Contractor. As compensation for the actual facilities used in respect of T&P not hypothecated to the Corporation, hire charges will be fixed and allowed to the Contractor by the Engineer-in-charge according to rules prevalent in the Corporation for the period the T&P is actually used for the work. Hire charges will first be adjusted towards the dues and balance, if any, and will be paid and, that too, only during final settlement of account. The Engineer-in-charge shall have the authority to ascertain the hire charges due.

41.3 The right of the Contractor to proceed shall not be terminated as provided in paragraph 41.1 hereof, nor the Contractor be charged under this Clause because of any delay in completion of the work due to unforeseen causes beyond the control and for no default or negligence of the Contractor including, but not restricted to, acts of God, or of the public enemy, acts of Corporation in the performance of contract, acts of another Contractor in the performance of contract with the Corporation, fire, floods, epidemics, quarantine, restrictions, strike, freight - embargoes, unusually severe weather or delays of Sub - Contractors or suppliers due to such causes, as mentioned above, provided that the Contractor shall, within 10 (ten) days from the beginning of any such delay, notify the Engineer-in-charge in writing of the cause of delay. The Engineer-in-charge shall ascertain the facts and the extent of delay of and suitably extend the time for completing the work or stage of work when in his judgment the finding of fact justify such an extension. The period of extension of time shall be determined by the Corporation after taking into consideration the nature of the work delays and practicability of its execution during the period of extension.

#### **42.0 ENGINEER'S SUPERVISION**

To eliminate delays and avoid disputes and litigation it is expressly understood by both the parties entering into the Contract that the matter and question shall be referred to the Engineer-in-charge and his decision given in writing shall be binding, and shall be implemented by both the parties.

The work shall be performed under the direction and supervision of the Engineer -in - Charge.

#### **43.0 POSSESSION PRIOR TO COMPLETION**

The Engineer-in-charge shall have the right to take possession of or use any completed part of work. Such possession or use shall not be deemed as an acceptance of any work completed in accordance with the Contract.

#### **44.0 COMMISSIONING SPARES, CONSUMABLES**

It is the responsibility of the Contractor to provide, at his own cost, all the spares and consumables required for erection, testing and commissioning of the equipment till the

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equipment is successfully commissioned and taken over by the Owner. The Contractor shall furnish list of such spares and consumables to be reviewed and mutually agreed to. However, such review and mutual agreement will not absolve the Contractor from his responsibilities to supply all commissioning spares so that the initial operation and commissioning are not affected. All the commissioning spares and consumables shall be deemed to be included within the scope of the contract at no extra cost to the Owner, and therefore, any spares which are not consumed during the commissioning period shall be taken over by Purchaser with no extra cost.

#### **45.0 MATERIALS, APPROVAL AND THEIR USE / STORAGE**

- 45.1 All materials to be supplied by the Contractor shall be of best quality capable of satisfactory operation and as specified in the technical specification. Unless otherwise specified in the technical specification, they shall conform to the latest and relevant specifications of the Bureau of Indian Standards. All materials or articles shall have to be approved by the Corporation. Samples shall be submitted for approval when so directed and the materials or articles used without such approval shall meet the risk of subsequent rejection. The Engineer-in-charge shall have the right to inspect and test the materials at the risk, cost and responsibility of the Contractor. Such approval shall not absolve the Contractor from his responsibility to use materials and articles as per specification.
- 45.2 Unless otherwise specified, the Contractor shall, at his own expenses, provide and furnish sheds and yards having adequate durability, in such situations and in such numbers as in the opinion of the Engineer-in- Charge, are requisite for carrying out the work under this Contract for the storage of materials arranged by him or handed over to him by the Corporation. The Contractor shall keep at each of such sheds and yards sufficient quantity of materials in stock, so as not to delay the carrying out of the works with due expedition and as per milestones agreed.
- 45.3 **The** Store buildings/sheds constructed by the Contractor for storage of materials/ equipments shall, finally be handed over to the Corporation free of cost, on completion of the Project.
- 45.4 Allowable wastage

- a) For steel materials, wastage will be allowed at actuals, subject to a maximum of 3% (three percent).
- b) In case of cement, if it is issued in weight basis and also utilized in weight basis wastage will be allowed at actual subject to a maximum of 1% (one percent) but if it is issued in bags and utilized in weight basis, wastage will be allowed at actual subject to a maximum of 3% (three percent).

#### **46.0 CONSTRUCTION TOOLS AND EQUIPMENT**

Except in case where the Purchaser's express permission is applied for and received in writing, no use of the Purchaser's plant facilities, such as cranes and machine shop, shall be made by the Contractor or his employees.

The Purchaser shall not be responsible or held responsible for any damage to person(s) or property consequent upon use, misuse or failure of any construction tools and equipment used by the Contractor or any of his Sub-Contractors. Even though such construction tools and equipment may be furnished, rented or loaned to the Contractor or any of his Sub-Contractors, the acceptance and / or use of such construction tools and equipment by the Contractor or his Sub-Contractors shall be construed to mean that the Contractor accepts all responsibility for and agrees to indemnify and save harmless the Purchaser from any and all claims for said damages resulting from said use, misuse or failure of such construction tools and equipment.

#### **47.0 LIEN TO WITHHOLD ANY PAYMENT DUE TO THE CONTRACTOR**

The Corporation shall have a lien on and over all or any money that may become due and payable to the Contractor under these presents and / or also on and over the guarantee fund or amounts under the conditions of Contract in respect of any debt or sum that may become due and payable to the Government and / or Corporation by the Contractor, either alone or jointly with another or other and either under this or under any other Contract or transactions of any nature, whatsoever, between the Government and / or Corporation and the Contractor and also in respect of any Government tax and taxes or other money which may become due and payable to the Government by the Contractor either alone or jointly with another under the provisions of the Government Acts or any other statutory enactment or enactment in force in modifications or substitutions thereof. The Corporation

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shall, at all times, be entitled to deduct the said debt or sum or tax due by the Contractor from the money, securities like Bank Guarantee or deposits which may become payable or returnable to the Contractor under these presents.

**48.0 NO CLAIM FOR DELAYED PAYMENT DUE TO DISPUTE ETC.,**

No claim for interest or damages will be entertained by the Corporation with respect to any money or balance which may be lying with the Corporation owing to any dispute, difference or misunderstanding between the Engineer-in-charge on the one hand and the Contractor on the other or with respect to any delay on the part of the Engineer - in - Charge in making periodical or final payments, or in any other respect whatsoever provided the delay contemplated herein above shall not be unreasonable.

**49.0 CONTRACTOR'S RISK**

- 49.1 The Contractor shall take upon himself the whole risk of executing the works and all materials obtained for the purpose of the Contract and all works executed shall be at his risk until a certificate of completion of the works has been issued by the Corporation, except as covered by the EAR Insurance Policy.
- 49.2 All kind of maintenance during execution till handling over shall be the responsibility of the Contractor at no extra cost to the Corporation.

**50.0 COMPLETION CERTIFICATE**

The issue of completion certificate shall be without prejudice to the Owner's right and Contractor's liabilities under the Contract, including the liabilities for the defect liability period. Similarly, issue of completion certificate shall not be construed as a waiver of any right or claim of the Owner against the Contractor in respect of the works for which the completion certificate has been issued.

**51.0 DEFECT LIABILITY PERIOD**

- 51.1 The Contractor shall be responsible to make good and rectify, at his own expenses, and 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 12 (twelve) months from the certified date of successful commissioning but not later than 18 (eighteen) months from the certified date of completion, intimation of which shall be sent to the Contractor within 7 (seven)

days of expiry of the said period, by a letter sent by hand delivery or by Registered Post or by FAX.

- 51.2 The Contractor shall be responsible for satisfactory erection of equipment, machineries, materials and devices covered by the specification and defects found, detected or discovered due to defective erection during the defect liability period mentioned above in any of the equipment, machineries, materials and devices erected by the Contractor shall be made good by the Contractor at no cost to the Corporation.

## **52.0 ISSUE OF CORPORATION'S STORES AND PLANT AND MACHINERY**

Unless otherwise specifically mentioned in the Contract Agreement, Stores / materials, if issued by the Corporation, will be on recoverable basis. The Contractor shall use such stores / materials very judiciously as per norms / standards / practice or as directed by the Engineer –in-charge.

Whenever plant / machinery required for the work are available with the Corporation, these may be issued to the Contractor on hire basis subject to the conditions prescribed below.

The plant / machinery will be issued on hire charges as per contractual rate. If there is no contractual rate, recovery will be made at the prevailing hire charges.

The period of hire charges will be counted from the time the plant / machinery leaves its premises to the time it is placed back thereto. Unless otherwise specified, the hire charges will be on daily basis. Part of the day will be counted as full day. The hire charges shall be recovered from the next available bill.

The issue of such plant and machinery will, however, be purely at the discretion of the Corporation.

Unless otherwise specified, the plant and machinery will be handed over to the hirer only at the place where they are stored and shall be returned by the Contractor to the same place.

Notwithstanding the fact that the plant and machinery is operated by the departmental crew, the Contractor shall be solely responsible for any defect other than for normal wear and tear, any loss and damage to the said plant and machinery till these are returned to the

Engineer-in-charge. The decision of the Engineer –in-charge in respect of assessment of defects, loss and damage and the amount of recovery thereof shall be final and binding on the Contractor.

The Contractor shall be liable to pay all compensation to the departmental crew as per Workman's Compensation Act, 1923, as amended till date, for any injury caused to the departmental crew on the job with the machine at site of work or elsewhere when in operation or otherwise during transit, as if the crew was employed by the Contractor himself. If the Corporation as principal employer under the said Act pays such compensation, the same will be recovered from the Contractor.

The Contractor shall be allowed to use the EOT Crane to be supplied by him along with this contract, free of cost. However, the Contractor shall ensure that the EOT Crane is handed over to Purchaser in good and perfect working condition upon completion of his work.

#### **53.0 TIME LIMIT FOR CLAIMS**

Any claim raised by the Contractor should be raised before the Head of Projects, Engineer-in-charge, as the case may be, and not before any Subordinate Authority, within 90 (ninety) days from the earliest date he could have raised the claim. He is precluded from raising any such claim after the expiry of the above period.

#### **54.0 SAFETY**

Prevention of all types of accidents is the responsibility of the Contractor. The Contractor shall arrange and adopt all comprehensive safety measures and codes in every stage of works at his own cost and his employees and workmen shall follow all safety measures, procedure, rules and regulations vigorously at all times. The Contractor, at his own cost, shall train his people about safety measures, codes, procedure rules and regulations. The Contractor shall be solely responsible for all losses and / or damages arising out of any lacking in this respect and any resultant accident.

Before the start of the work, the Contractor shall submit a safety engineering programme to the Engineer-in-charge and all the safety measures, which are to be adopted by the latter.



## **55.0 REMOVAL OF IMPROPER WORKS AND MATERIALS**

According to instruction of the Engineer-in-charge, the Contractor shall, at his own expense, remove from the site: -

- (a) All materials which are not required for the work and which are supplied by the Contractor.
- (b) All defective materials supplied by the Contractor and which have been rejected by the Engineer-in-charge.
- (c) Resultants of any defective works which have been rejected by the Engineer-in-charge.

## **56.0 ADHERENCE TO MANUFACTURER'S INSTRUCTIONS**

Adherence to instructions of the manufacturer's supervisory engineers, where provided, is compulsory. The Contractor shall work under the guidance of the manufacturer's supervisors so as to ensure that the erection procedure adopted by the Contractor as well as completed erection of equipment is such as not to interfere with or prevent equipment from functioning as intended, as well as to the entire satisfaction to the manufacturer's Supervisor / Owner / Engineer. The Contractor shall also permit and provide all facilities for the manufacturer's erection Supervisors to carry out all checks that they may wish to and approve any erection procedure and/ or final setting and alignment of components, in order to satisfy themselves that alignment of components has been carried out as intended by them. This shall, however, in no way relieve the Contractor of his responsibility for providing adequate and competent supervision and quality workmanship. In case of any dispute, the decision of the Owner / Manufacturer's erection supervisor shall be final.

## **57.0 HINDRANCE REGISTER**

The Contractor, at his own expense, shall maintain hindrance register specifically showing the reasons for hindrance to satisfactory progress of the work. Any hindrance due to Force Majeure conditions shall be specifically mentioned in the register and shall be signed by the site representative of the Engineer-in-charge and the Contractor. At the end of each month, a statement of hindrance due to Force Majeure may be prepared and approved by the Engineer-in-charge. This statement will have to be furnished while applying for time extension. This is in addition to all other records to be maintained by the Contractor.

## **58.0 SUBLETTING OF WORK**

No part of the work shall be sublet by the Contractor directly or indirectly to any body without prior permission in writing of the Engineer-in-charge.

At the commencement of the work, the Contractor shall furnish to the Engineer-in-charge a list of Sub-Contractors to be engaged by him with particulars of work to be done by them.

In case of sub-letting or sub-contracting, all conditions of Contract shall be applicable on sub-let / Sub-Contractor and the sub-let / Sub-Contractor shall jointly and severally remain liable to the Owner in respect of work and terms and conditions of Contract. An undertaking in this respect from the sub-let / Sub-Contractor shall have to be submitted, if desired by the Engineer-in-charge. However, the Contractor shall remain solely responsible for the quality, proper and timely execution of the work and for the performance of all conditions of the contract in all respects as if such sub-letting or sub-contracting has not taken place and as if such work had been done by the Contractor himself.

If the Sub-Contractor executes any work which in the opinion of the Engineer -in-charge, is not as per condition of the contract, or if the former does any thing which is contrary to the interest of the Owner, the Engineer-in-charge in writing will request the Contractor to terminate the Sub-Contractor and to remove him from the site forthwith, failing which the Engineer-in-charge shall have the right to remove the Sub-Contractor from the site. Such action shall neither relieve the Contractor from any of his obligation under the Contract nor give rise to any right to compensation or extension of time or otherwise.

## **59.0 QUALITY ASSURANCE PLAN / QUALITY CONTROL**

The bidder shall strictly adhere to the Quality Management and procedures according to the latest standards, codes, norms and prevailing practices and according to the instructions outlined in the specification and of the Engineer-in-charge during the execution of the Contract.

The Contractor shall furnish a Quality Assurance Manual containing the details of the personnel responsible for Quality Management Plans, programme and procedures to be followed for Quality Control in respect of all construction activities, design, engineering,

installation / erection, testing, trial run, commissioning etc., immediately on placement of the letter of intent.

#### **60. PRESERVATION OF EXISTING VEGETATION / ENVIRONMENTAL PROTECTION MEASURES**

- 60.1 The Contractor shall preserve and protect all existing vegetation, such as trees on or adjacent to the sites, which do not unreasonably interfere with the construction, as may be determined by the Engineer-in-Charge. The Contractor will be held responsible for all unauthorised cutting of tree, including damage, due to careless operation of equipment, stock piling of materials or tracking of grass by equipment. Care shall be taken by the Contractor in felling trees authorised for removal, to avoid any un-necessary damage to vegetation that are to remain in place and to structures under construction and workmen.
- 60.2 The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape in the vicinity of work areas. The Contractor shall so conduct his construction operations as to prevent any unnecessary destruction of, scarring or defacing the natural surroundings in the vicinity of the work area. In order to maintain the ecological balance, the Contractor shall specifically observe the following instructions:
- a) Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operation, the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor will prevent scattering of rocks or other debris outside the work areas. All work areas shall be smoothened and graded in a manner to conform to the natural appearance of the landscape as directed by the Engineer-in-Charge.
  - b) All trees and shrubs, which are not specifically required to be cleared or removed for construction purposes, shall be preserved and protected from any damage that may be caused by the Contractor's Construction Operation and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer-in-Charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer-in-Charge. Trees shall not be used for anchorage.
  - c) The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into the river. Pollutants and wastes shall be disposed of in a manner and at sites approved by the Engineer-in-Charge.
  - d) In the conduct of construction activities and operation of equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air pollution. Burning of materials resulting from Clearing of tree, bush, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.

- 60.3 Unless otherwise provided in the Contract, water which may accumulate on the Site during the progress of work or in trenches and excavations from any cause or source, whatsoever, shall be removed from the Site by the Contractor to the satisfaction of the Engineer-in-charge, and at the Contractor's expense.
- 60.4. The Contractor shall endeavour to protect from damage, trees marked by the Engineer-in-charge at the Site. Where necessary, the Contractor shall provide at his expense, temporary fencing to protect such trees.
- 60.5. The Contractor shall, at no time, cause or permit any nuisance on the Site or cause anything which will cause unnecessary disturbance or inconvenience to the public in general and owners/tenants/occupants of adjacent properties.
- 60.6. Separate payment will not be admissible to the Contractor for complying with the provisions of this clause and all costs shall be deemed to have been included in the items mentioned in Bill of Quantities. If any provision(s) is not complied with within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Engineer-in-Charge at the cost of the Contractor.
- 60.7. For ensuring the Environmental Protection Measures as mentioned at Serial 64.1 to 64.6 above, the Contractor shall nominate a senior responsible Officer who shall be permanently posted at the Project Site from the beginning of the work till its completion and who shall monitor the measures adopted under the instructions of the Engineer-in-Charge.
- 60.8. The Contractor/Sub-Contractor shall identify environmental aspects, occupational & health hazard of its activities/operations which it can control and those that it can influence taking into account of significance. The Contractor/Sub-Contractor shall also plan those operation/activities that are associated with the identified significance and demonstrate with appropriate policy, objectives and operation control.

## **61.0 EXTRA WORK**

Extra items of work shall not vitiate the Contract. The Contractor shall have to execute such items of work which, in the opinion of the Engineer-in-Charge, is unavoidable for proper execution of the work and for performance of the plant.

If the analogous rates of such works are available in the Contract, payment for such work will be made at those rates. If, however, the rates of such work are not available in the Bill of Quantities of the Contract Agreement, these will be determined as per the following procedure:-

- (a) Cost of materials supplied by the Contractor
- (b) Cost of labour without any fringe benefit
- (c) Charges for Plant. Equipment, Machinery etc., as set out in the CWC guidelines
- (d) 10% (ten percent) overhead on (a+b+c)
- (e) 10% (ten percent) profit on (a+b+c)

(f) Total Charges payable = (a+b+c+d+e)

Suitable time extension shall be given for execution of extra work. Under no circumstances, the Contractor shall, at any stage, suspend the work on account of non-settlement of rates of such items.

## **62.0 FOREIGN PERSONNEL**

The Contractor shall submit to the Purchaser name of all personnel he proposes to bring into India for the performance of the works under the Contract, at least 60(sixty) days prior to their departure for India. Such data will include name of each person, his present address, his assignment and responsibility in connection with the works and a short resume of his qualification, experience etc. in relation to the work to be performed by him. Any person unsuitable and unacceptable by the Purchaser shall not be brought to India. For any person brought to India, if found unsuitable or unacceptable by the Purchaser, the Contractor shall, within reasonable time, make alternative arrangements for providing a suitable replacement and repatriation of such unsuitable personnel.

No person brought to India for the purpose of the work shall be repatriated without the consent of the Purchaser in writing based on a written request from the Contractor for such repatriation, giving reasons for such action to the Engineer-in-Charge. The Purchaser may give permission for such repatriation, provided he is satisfied that the progress of works will not suffer due to such repatriation.

The cost of Pass-ports, visas and all other travel expenses to and from India incurred by the Contractor shall be on the Contractor's account. The Purchaser shall not provide any residential accommodation and / or furniture for any of the Contractor's personnel including Foreign personnel and the Contractor shall make his own arrangements for such facilities in the area allotted in site to him by the Purchaser for the purpose.

The Contractor and his expatriate personnel shall respect all Indian Acts, Laws, Rules and Regulations and shall not, in any way, interfere with Indian political and religious affairs and shall conform to any other rules and regulations of the Government of India, and those which the Purchaser and the Engineer-in-Charge may establish from time to time on them. The Contractor's expatriate personnel shall work and live in close co-operation and co-ordination with their co-workers and community and shall not engage themselves in any other employment, either part-time or full-time nor shall they part in any local politics.

The Purchaser shall assist the Contractor, to the extent possible, in obtaining necessary permits to travel to India and back, by issuing necessary certificates and other information as needed by the Governments Agencies.

## **SECTION – A: CONTRACTOR’S LABOUR REGULATIONS AND LABOUR WELFARE**

Some of the principal articles of Contractor’s Labour Regulations and Labour Welfare are reproduced in this section for guidance without any commitment on the part of the Corporation.

Contractors shall, however, make themselves acquainted with the laws and regulations, viz., the Contract Labour Act of the Govt. as amended from time to time.

### **A-1 LABOUR REGULATIONS:**

A.1.01 These rules shall apply to all construction works carried out under this contract.

A.1.02 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 a Contractor directly or indirectly through a sub-Contractor, or by an agent on his behalf.
- b. “Fair Wage” means wages which shall include wages for weekly day of rest and other allowance, whether for time or piece of work after taking into consideration prevailing market rate for similar employment’s 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 includes an agent or sub-Contractor employing labour on the work taken on contract.
- d. “Inspection Officer” means any labour Enforcement Officer or Assistant Labour Commissioner of the Chief Labour Commissioner’s organization.
- e. “Form” means a form appended to these Regulations.

### **A.1.03 NOTICE OF COMMENCEMENT:**

The Contractor shall, within 7 (seven) days of commencement of the work, furnish in writing to the Inspection Officer of the area concerned the following information: -

- a. Name and situation of the work.
- b. Contractor’s name and address.
- c. Particulars of the Department for which the work is undertaken.
- d. Name and address of sub-Contractors as and when they are appointed.
- e. Commencement and probable duration of the work
- f. Number of workers employed and likely to be employed
- g. “Fair Wages” for different categories of workers.

A.1.04 Number of hours of work that shall constitute a normal working day for an adult shall be 8 (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 12 (twelve) hours on any day. When an adult worker is made to work for more than 8 (eight) hours on any day or for more than 48 (forty-eight) hours in any week, he shall, in respect of overtime work, be paid wages.

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

**A.1.05 WEEKLY DAY OF REST:**

Every worker shall be given a weekly day of rest, which shall be fixed and notified at least 10 (ten) days in advance. A worker shall not be required or allowed to work on weekly rest day unless he has or will have a substituted rest day, on one of the 5 (five) days immediately before or after the rest day for a whole day.

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

**A.1.06 FIXATION OF WAGES PERIODS:**

The Contractor shall fix period in respect of which wage shall be payable. No wage period shall normally exceed 1 (one) week.

**A.1.07 PAYMENT OF WAGES:**

- i. Wages due to every worker shall be paid to him direct. All wages 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 1 (one) week within 3 (three) days from the end of the wage period and in any other case before the expiry of the 7<sup>th</sup> day or 10<sup>th</sup> day from the end of the wage period according as the number of workers does not exceed 1,000 or exceed 1,000.
- iii. When employment of any worker is terminated by or on behalf of the Contractor, the wage earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.
- iv. Payment of wage shall be made at the work site on a working day 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 (forty-eight) hours of the last working day and during normal working time.

NOTE: The term “WORKING DAY” means a day on which labour is employed on a work which is in progress.



#### A.1.08 REGISTER OF WORKMAN:

A register of workmen shall be maintained in **Form 1**, annexed herewith and kept at the work site or as near to it as possible and the relevant particulars of every workmen shall be entered therein within 3 (three) days of his employment.

#### A.1.09 EMPLOYMENT CARD:

The Contractor shall issue as employment Card, to each worker on the day of work or entry into his employment. If a worker has, any such card with him issued by the previous employer, the Contractor shall only 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.

#### A.1.10 REGISTER OF WAGES ETC.

- h. A register of Wage-cum-Master Roll in **Form 2**, annexed herewith shall be maintained and kept at the work site or as near to it as possible.
- ii. A wage slip shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.

#### A.1.11 FINES & 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. Deductions for absence from duty i.e. from the place where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - b. Deductions 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.
  - c. Deduction for recovery of advance or for adjustment of over payment of wages. Advance granted shall be entered in a register; and
  - d. Any other deduction, which the Government may, from time to time allows.
- ii. No fines shall be imposed on any worker save in respect of such acts and commissions on his part as have approved by the Chief Labour Commissioner.
- iii. No fines 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 cause against such fines or deductions.
- iv. The 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 installment or after expiry of 60 (sixty) days from the date of 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.

#### A.1.12 PRESERVATION OF REGISTERS

The register of workmen and the register of wage-cum-muster roll required to be maintained under these Regulations shall be preserved for three years after the date of which the last entry is made therein.

#### A.1.13 ENFORCEMENT:

The inspecting Officer shall either on his own motion or on a complaint received by him, carry out investigations and send a report to the Engineer-in-charge specifying the amounts representing worker's 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 reason's thereof. It shall be obligatory on the part of the Engineer-in-Charge on receipt of such a report to deduct such amount from payment due to the Contractor.

#### A.1.14 DISPOSAL OF AMOUNT RECOVERED FROM CONTRACTOR:

The Engineer-in-Charge shall arrange payment to workers 45 (forty-five) days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 1.16 of these Regulations. In case where there is an appeal payment of workers dues would be arranged by the Engineer-in-Charge wherever such payment arises, within 30 (thirty) days from the date or receipt of the decision of the Regional Labour Commissioner (R.L.C).

#### A.1.15 WELFARE FUND

All money that may be 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 a workers, etc. and also amount recovered as penalty shall be credited to a fund to be kept under the custody of the R.L.C. for such benefit and welfare of worker employed by Contractors as are prescribed by the Chief Labour Commissioner.

#### A.1.16 APPEAL AGAINST DECISION OF INSPECTING OFFICER

Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Regional Labour Commissioner concerned within 30 (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.

#### A.1.17 REPRESENTATION OF PARTIES

- i. A workman shall be entitled to be represented in any investigation or inquiry under these regulations by an Officer of registered Trade Union of which he is a member or by an Officer of Federation of Trade Unions to which the said Trade Union is affiliated or where the worker is not a member of any 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 or inquiry under these Regulations by an officer of an association of Contractor of which he is a member or by an officer of a Federation of associations of Contractor to which said association is affiliated or where the Contractor is not a member of any association of Contractors, by an officer of association of employees, connected with or by any other employer engaged in the industry in which the Contractor is engaged.
- iii. No party shall be entitled to be represented by a legal practitioner in any investigation or inquiry under these Regulations.

#### A.1.18 INSPECTION OF BOOKS AND OTHER DOCUMENTS

The Contractor shall allow inspection of the Registers and other Documents Prescribed under these Regulations by Inspecting Officers and the Engineer-in-Charge or his authorized representatives at any time and by the worker or his agent on receipt of due notice at a convenient time.

#### A.1.19 INTERPRETATION ETC.

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

#### A.1.20 AMENDMENTS

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

### A.2 LABOUR WELFARE

#### A.2.01 DEFFINATIONS

- a. “Workplace” means a place at which on an average twenty or more workers are employed.
- b. “Large workplace” means a place at which, on an average five hundred or more workers are employed.

#### A.2.02 FIRST AID

At every workplace, there shall be maintained in a readily, accessible place first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in order and, in large workplace, they shall be readily available during working hours.

At large workplace, where hospital facilities are not available within easy distance of the works, first aid posts shall be established and be run by a trained Compounder.

Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

At large workplaces there shall be provided and maintained an Ambulance room of prescribed sizes, containing prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For the purpose, the relevant provisions of the Factory Rules of the State Government of the area where the work is carried on may be taken as the prescribed standard.

#### A.2.03 ACCOMMODATION FOR LABOUR

The Contractor shall, during the progress of the works, provide, erect and maintain necessary living accommodations and ancillary facilities for labour at his own expenses and to standards and scales as approved by the Engineer-in-Charge.

#### A.2.04 DRINKING WATER

In every workplace, there shall be provided and maintained at suitable places, easily accessible to labourers sufficient supply of cold water fit for drinking.

Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where drinking water shall be stored.

Every water supply storage shall be at a distance of not less than 50 metres from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine drain or any other source of pollution the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.

A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning, or inspection which shall be done at least once a month.

#### A.2.05 WASHING AND BATHING PLACE

Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained conditions.

#### A.2.06 SCALE OF ACCOMMODATION LATRINE AND URINALS

There shall be provided within the premises of every workplace latrine and urinals in an accessible place, and the accommodation separately for each of these, shall not be less than at the following scales:

	<u>SCALES</u>	<u>No.of Seats.</u>
a.	Where number of persons does not exceed 50.	2 Nos
b.	Where number of persons exceed 50 but not exceed 1000	3 Nos.
c.	For additional persons	3 per 100 or part thereof.

In particular cases, the Engineer-in-Charge shall have the power to vary the scale, where necessary.

#### A.2.07 LATRINE AND URINALS

Except in workplace provided with water flushed latrines connected with a water-borne system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least over in a year.

If women are employed, separate latrine and urinals screened from those for men and marked in the vernacular in conspicuous letter “for women only” shall be provided on the scale laid down in Rule B206. Those for men shall be similarly marked. “For men only”. A poster showing the figure of a man and or women shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water close to latrine and urinals.

#### A.2.08 CONSTRUCTION OF LATRINES

Inside wall shall be constructed of masonry or other non-absorbent materials and shall be cement-washed inside and outside at least once a year. The dates for cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least thatched roof.

#### A.2.09 DISPOSAL OF EXCRETA

Unless otherwise arranged by the local sanitary authority, arrangement for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local medical, Health and Municipal or Cantonment authorities. Alternatively, excreta may be disposed of by putting a layer of night soil at the

bottom of pucca tank prepared for the purpose and covering it with a 150 cm layer of earth for a fortnight (when it will turn into nature).

The Contractor shall, at his own expenses, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of soil and other conservancy work in respect of Contractor's work people or employees at the site. The Contractor shall be responsible for payment of any charges, which may be levied by Municipal or Corporation authority for execution of such work on his behalf.

#### A.2.10 PROVISION OF SHELTERS DURING REST

At every workplace, there shall be provided free of cost 4 (four) suitable sheds, 2 (two) for meals and two others for rest, separately for use of male and female labour. Height of each shelter shall not be less than 3 meters from floor level at lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 Sq. m. per head.

#### A.2.11 CRECHES

At a place at which 20 (twenty) or more women workers are ordinarily employed there shall be provided at least one hut for use of children under the age of 6 (six) years of such women. Huts shall not be constructed to a standard lower than that of thatched roof. Mud floor and walls with wooden plank spread over mud floor and covered with matting.

Huts shall be provided with suitable and sufficient openings for light and ventilation. Sanitary utensils shall be provided to the satisfaction of local Medical, Health and Municipal or Corporation authorities. Use of huts shall be restricted to children, their attendant and mother of children.

Where the number of women workers are more than 25 (twenty-five) but less than 50(fifty), the Contractor shall provide at least 1 (one) hut and 1 (one) "Dhai" to look after the children of women workers.

Size of Crèche(s) shall vary accordingly to number of women workers employed. Crèche(s) shall properly maintained and necessary equipment like toys etc. provided.

#### A.2.12 CANTEEN

A cooked food canteen on a moderate scale shall be provided for benefit of workers wherever it is considered necessary.

A.2.13 Planning, sitting and creation of the above mentioned structure shall be approved by the Engineer-in-Charge and the whole of such temporary accommodation, shall, at all times during the progress of works, be kept tidy and in clean and sanitary conditions to the satisfaction of the Engineer-in-Charge at the Contractor's expenses. The Contractor shall confirm generally to sanitary requirement of local Medical, Health and Municipal or Corporation authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the site.

On completion of the works, the whole of such temporary structure shall be cleaned, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed off and the whole of site left clean and tidy to the entire satisfaction of the Engineer-in-Charge and at the Contractor's expenses.

#### A.2.14 INTERPRETATIONS

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

#### A.2.15 AMENDMENTS

Government/Corporation may, from time to time, add to or amend these Rules and issue such directions, as it may consider necessary for the proper implementation of these Rules or for the purpose of receiving any difficulty that may arise in the administration thereof.

## FORM 1: REGISTER OF WORKMEN

1. Name and address of the Contractor/sub Contractor
2. Agreement No. ....

Sl. No.	Identity Card No. of worker	Name and surname of the worker (fill in category wise)	Age & sex	Father's/ husband's name	Nature of employment/ designation	Details of wages & other allowances paid	Permanent home address of employees (vill and dist)	Present address	Date of commencement of employment	Date of termination or leaving of employment	Details of wages & allowances last drawn	Signature or thumb impression of the employees	Affix attested copy of passport size photo of worker	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

### Note :

1. The Contractor shall furnish a copy of the register of workmen to the Engineer In Charge of the work for permanent record in his office.
2. Column No. 12 to be filled in by Corporation on receipt of details of termination from the Contractor.
3. Copies of register with photographs of workmen shall be sent to the Engineer in charge.



**FORM – 2: REGISTER OF WAGES CUM MUSTER ROLL**

**(Regulation – 9)**

1. Name and address of the Contractor \_\_\_\_\_
2. No. & date of the Contract \_\_\_\_\_
3. Name and address of the department awarding the contract \_\_\_\_\_
4. Nature of the contract and location of work \_\_\_\_\_
5. Duration of the contract \_\_\_\_\_

6. Wage Period \_\_\_\_\_

Sl. No.	Name & surname of worker	Father's/ husband's name	Designation/ nature of work	Daily attendance (No. of unit worked 1,2,3,4,5,6,7)	Total attendance units	Basic	D. A.	Other allowances	Date	Overtime worked. No. of overtime hrs wages earned	Total wages paid	Deduction from wages				Other deductions	Net wages payable
												Fine	Deduction for damage or loss	House rent	Recovery Advance		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18

1. Date of payment \_\_\_\_\_
2. Signature or thumb impression of worker \_\_\_\_\_
3. Remarks \_\_\_\_\_

Procurement of Transformers for Tato-I Hydro  
Electric Project (186 MW), Arunachal Pradesh,



ISO: 9001, 14001,  
& 45001

Bid Document

Vol-I, Sec-V

Erection Condition of Contract

## SECTION – B: SAFETY ENGINEERING AND SAFETY CODE

### 1. SAFETY ENGINEERING:

B.1 Accident prevention shall be an essential part of the programme of the Contractor for the erection of equipment under the scope of the Contract, cost of construction being measured in terms of:

- a. Human Life sacrificed
- b. Temporary and permanent injuries to workers.
- c. Loss of materials resulting from accident.
- d. Loss of damage to equipment.
- e. The cost of workman's compensation insurance.
- f. Loss of time due to accident.

The safety programme should be developed to cope with particular hazards associated with erection.

### B.1.2 GENERAL SAFETY PROGRAMME:

The following programme, when vigorously promoted by the Contractor, may be effective in reducing accident rate on erection activities.

- a. Secure full support of top Management of the Contractor.
- b. Designate someone in the Organization to direct the safety programme. Contractor should be responsible for all safety training and should have authority to inspect all operations to assure that adequate safety practices are adopted.
- c. Publicise safety programme.
- d. Develop a safety programme for each job.
- e. Indoctrinate new employees.
- f. Make safety practices effective.
- g. Promote good house keeping.
- h. Maintain adequate first aid facilities.
- i. Seek assistance from Insurance Agencies, if available.

### 2. SAFETY CODE

The safety code detailed herein below may be followed.

### B.2.1 SCAFFOLDING AND LADDERS

Suitable scaffolds should be provided for workmen for all works that cannot be done from the ground solid construction except such short period work as can be done safely from ladders. When a ladder is used, extra mazdoor shall be engaged for holding the ladder and, if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $3/4$  to 1 ( $3/4$  horizontal and 1 vertical).

**B.2.2 SCAFFOLDING AND STAGING GUARDS:**

Scaffolding or staging more than 3.5 meters above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 90 cms high above the floor or platform of such scaffoldings or staging and extending alongwith the entire length of the outside and end thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

**B.2.3 PLATFORM GANGWAYS AND STAIRWAYS:**

Working platform, gangways and stairways should be so constructed that they should not unduly or unequally boarded and if the height of the platform or the gangway or the stairway is more than 3.5 meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitable fenced, as described in para B.2.2 above.

**B.2.04 PROTECTION FOR OPENING IN FLOOR:**

Every opening in the floor of a building, bridge or in working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cms. In some cases, it may be necessary to cover the opening temporarily.

**B.2.5 SAFE ACCESS TO WORKING PLACES:**

Safe and easy means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No single ladder shall be over 9 meters in length while the width between side rails in rung ladder shall, in no case, be less than 30 cms, for ladder upto and including 3 meters in length. For longer ladders this width should be increased at least 6 cms for each additional 30 cms, length. Uniform step spacing shall not exceed 30 cms.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any of the public. The Contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense to carry suit, action or other proceedings at law that may brought by any person for injury sustained owing to neglect of the above precautions and to pay and damages and costs which may be awarded in any such unit, action or proceedings to any such persons or which may with the consent of the Contractor be paid to compromise any claim by any such persons.

**B.2.06 EXCAVATION AND TRENCHING:**

All trenches 1 meter or more in depth, shall, at all times, be supplied with at least 1 (one) ladder for each 30 mm in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 90 cms above the surface of the ground. The sides of the trench which are 1.5 meters or more in depth shall be stepped back to give suitable slopper security held by timber bracing so as to avoid the danger of the sides collapsing. The excavated materials shall not be placed within 1.5 meters to the edge of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

#### B.2.07 DEMOLITION:

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

- a. All roads and open areas adjacent to the work site shall be closed or suitable protected.
- b. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- c. All practical steps shall be taken to prevent danger to persons employed from risk of landslide/fire or explosion or flooding. No floor, roof, or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

#### B.2.08 SAFETY EQUIPMENT:

All necessary personal safety equipment (PPE's) as considered adequate by the Engineer-in-charge should be kept available for use of persons employed on the site and maintained in a conditions suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those:-

- a. Working employed on handling/mixing of materials, cement, concrete, surki, etc. shall be provided with protective footwear, protective goggles, protective masks etc.
- b. Those engaged in white-washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles and masks.
- c. Those engaged in welding works should be provided with welder's protective eye shields.
- d. Stone breakers shall be provided with protective goggle intervals.
- e. When workers are employed in sewers and manholes which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the suitable railing and provided with warning signals or boards to prevent accident to the public.
- f. The Contractor shall not employ men below the age of 18 (eighteen) and women on the work of painting with products containing lead in any form. Whenever man above the age of 18 (eighteen) are employed on the work of lead painting, the following precautions shall be taken:-
  - i. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

- ii. Suitable face masks shall be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
- iii. Overall shall be supplied by the Contractors to the workman and adequate facilities shall be provided to enable working painters to wash during cessation of work:

#### B.2.09 DROWNING RESCUE AND AID: -

When the work is done near a place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

#### B.2.10 HOISTING MACHINES AND TRACKS LIKE CRANES, CABLEWAYS ETC.

Use of hoisting tackles including their attachments, anchorage and supports shall conform to the following standards or conditions: -

- i. a. These shall be good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
- b. Every rope used in hoisting or lowering materials, as a means of suspension shall be of durable quality and of an adequate strength and free from patent defect.
- ii. Every crane or cableway operator or hoisting appliance operators shall be properly qualified and no person under the age of 21 (twenty-one) years shall be in charge of any hoisting machine or give signals to the operator.
- iii. In case of every hoisting machine and of every ring, hook, shackle, waivel pulley block used in hoisting or lowering or as a means of suspension the said working load shall be of the conditions under which it is applicable and shall be ascertained by adequate means. Every hoisting machine referred to above shall be plainly marked with safe working load, and each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load, except for the purpose of testing.
- iv. In case of Corporation's machines, the safe working load shall be notified by the Engineer-in-charge. As regards Contractor's machines the Contractor shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to the Engineer-in charge.
- v. Every precaution shall be taken to see that the cableway skips are visible during night.

- vi. The cable way skips shall be firmly attached to the hooks.
- vii. The traveling & hoisting ropes of the cableway shall be of good quality and shall not break during operation of cableway.
- viii. The limit switches showing that limit of travel of cable ways shall function properly at all times shall be easily visible from the operators seat.
- ix. The rope guides shall be so spaced to prevent any accident due to slippage of carriage from the ropes.
- x. Suitable signalmen and telephone operators shall be posted on duty whenever cableway or other hoists are operated.
- xi. Cableway and ropes shall be inspected frequently to ensure safety of the people and materials on work site and nearby.

#### B.2.11. MOTORS, GEARING ETC.

Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguard. Hoisting appliances shall be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions shall be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations, which are already energized, insulating mats, wearing apparel such as gloves sleeves and boots, as may be necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

#### B.2.12 MAINTENANCE:

All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near place of work.

#### B.2.13 DISPLAY OF SAFETY PROVISION:

These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.

#### B.2.14 INSPECTIONS BY OFFICERS:

To ensure effective enforcement of the Rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Engineer-in-charge of the department or his representative.



**B.2.15 SAFETY ACTS AND RULES:**

Notwithstanding the above clauses, there is nothing in these to exempt the Contractor to exclude the operations of any other act or rule in force in the Republic of India.

**B.2.16 ADDITIONAL COMPENSATION:**

No additional compensation will be paid to the Contractor for any works carried out for safety Engineering or Code. The rates quoted by the Contractors for various items shall include these incidental costs.