

**General Conditions of Contract for
Works in Power Sector of
Bharat Heavy Electricals Limited
For Mechanical, Electrical & Enabling works**

SECTION I

1. GENERAL INSTRUCTIONS TO TENDERERS :

1.1 DESPATCH INSTRUCTIONS :

- 1.1.1 This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in sealed cover duly super scribing the name of work as given in the tender notice.
- 1.1.2 The tender shall be addressed to : Officer inviting tender as indicated in the tender notice.
- 1.1.3 Tenders submitted by post shall be sent as “REGISTERED POST ACKNOWLEDGEMENT DUE” or by any mode and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex, fax, electronic mail will not be considered.
- 1.1.4 Tenders shall be opened by authorized official of BHEL at his office at the time and date as specified in the tender notice in the presence of those tenderers or their authorized representatives who may be present.
- 1.1.5 The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies or omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 1.1.6 Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge. The tenderer should fill up and sign the form provided in the document without fail. The offer is liable for rejection by BHEL if the contractor is not fulfilling this requirement.

1.1.7 **TENDERER MUST FILL UP ALL THE SCHEDULES AND FURNISH ALL THE REQUIRED INFORMATION AS PER THE INSTRUCTIONS GIVEN IN VARIOUS SECTIONS OF THE TENDER SPECIFICATION. EACH AND EVERY PAGE OF THE TENDER SPECIFICATION MUST BE SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFERS BY THE TENDERER IN TOKEN OF COMPLETE ACCEPTANCE THEREOF. THE INFORMATION FURNISHED SHALL BE COMPLETE BY ITSELF.**

1.1.8 The tenderer shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, the least of the two will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used.

1.1.9 All entries in the tender shall either be typed or to be written in ink, including ball point pens. Erasers and over writings are not permitted and may render such tenders be liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer, without fail.

1.2 **QUALIFICATION OF TENDERERS :**

Only tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work duly detailing their experience along with the offer. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered. The tenderers are requested to refer to the Special Conditions of Contract for any specific requirement and the qualification requirement mentioned, if any.

1.3 **DATA TO BE ENCLOSED :**

Full information/documents shall be given by the tenderer in respect of the following. Non submission of these information may lead to rejection of the offer.

1.3.1 **FINANCIAL STATUS :**

A certificate from Scheduled Bank to prove his financial capacity to undertake the work duly indicating financial limits the tenderer enjoys or Solvency Certificate from the concerned Government authority. Information required in Section IV shall be furnished by the tenderer along with the offer.

1.3.2. **INCOME – TAX CERTIFICATES :**

A Certificate of Income –Tax clearance from the appropriate authority in the forms prescribed therefor duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during that period.

1.3.3 PREVIOUS EXPERIENCE :

A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar works by the tenderer indicating the particulars and value of each work, the site location, duration and date of completion. A list of site location, particulars and value of various services that are under progress. Information required in Section V shall be furnished by the tenderers along with the offer.

1.3.4 ORGANISATION CHART :

The organization pattern that is totally available with him and that will be employed by the tenderer for this work duly indicating the number of executives, the number of supervisors, the number of skilled and unskilled persons etc. as per the enclosed format to be furnished (Section IV & V)

1.3.5 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached.

1.3.6 IN CASE OF AN INDIVIDUAL :

His full name, address and place and nature of business.

1.3.7 IN CASE OF PARTNERSHIP FIRMS:

The name of the partners and their addresses. A copy of the partnership deed/instrument of partnership certified by Notary Public shall be enclosed.

1.3.8 IN CASE OF COMPANIES:

Copy of Certificate of Registration giving date and place of registration including date of commencement. In case of public companies certified copies of Memorandum and Articles of Association are to be furnished.

1.3.9 Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.3.10 Names and particulars including addresses of all the Directors and their previous experience.

1.3.11 A list of tools and tackles that the tenderer is having and those that will be used on this job.

1.3.12 In addition to the above, the particulars required in various annexures /appendices.

1.4.0 EARNEST MONEY DEPOSIT :

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in the following forms .

- 1.4.1 Pay Order or Demand Draft duly drawn in favour of Bharat Heavy Electricals Limited.
- 1.4.2 Cash, to the extent permitted under Income-Tax Act.
Note:
1) Cheques, Currency Notes enclosed in covers, Money Orders or Postal Orders will not be accepted.
2) Bank Guarantee will not be accepted.
- 1.4.3 Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected.
- 1.4.4 The Earnest Money Deposit of the successful tenderer paid in the form of DD/pay order will be retained towards cash portion of Security Deposit.
- 1.4.5 In the case of unsuccessful tenderers, the Earnest Money will be refunded to them within a reasonable time after finalisation of the tender
- 1.4.6 Earnest Money pertaining to the successful tenderer will be forfeited if the tenderer.
1. Fails to start the work as indicated in the Letter of Intent. In case the LOI is silent in this regard, then within 15 days after award of contract.
2. After opening of Tender, revokes/ withdraws his tender within the validity period, revises/alters his earlier quoted rates/conditions.

1.5 **AUTHORISATION AND ATTESTATION:**

- 1.5.1 Tenders shall be signed by persons duly authorized /employed to do so. Certified copies of such authority and relevant documents are to be enclosed.

1.6 **VALIDITY OF OFFER:**

The rates in the Tender shall be kept open for acceptance for a minimum period of six months from the date of opening of tenders. In case Bharat Heavy Electricals Limited, calls for negotiation, such negotiation shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.7 **EXECUTION OF CONTRACT:**

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The tenderer shall submit an unqualified acceptance to the letter of Intent within the period stipulated therein. The text of acceptance of Letter of Intent should read as follows:

“We hereby acknowledge receipt of your Letter of Intent No.....dated..... and we convey our unqualified acceptance for the same.

The successful tenderer shall be required to execute an agreement in the prescribed form (Annexure 'D') with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion and stamping and registration of the agreement with prescribed authority, if necessary shall be borne by the contractor.

1.8 SECURITY DEPOSIT:

1.8.1 Upon acceptance of tender, the successful tenderer within the time specified in the Letter of Intent must deposit the required amount of Security Deposit for satisfactory completion of work.

1.8.2 The total amount of Security Deposit shall be as follows:

1.8.2.1 Upto Rs.10 lakhs 10 %

1.8.2.2 Above Rs.10 lakhs)
Upto Rs.50 lakhs) 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs

1.8.2.3 Above Rs. 50 lakhs Rs 4. lakhs + 5% of the amount exceeding Rs.50 lakhs

1.8.3 The Security Deposit should be deposited before start of work. Security Deposit may be furnished in any one of the following forms :

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local Cheques of scheduled banks, subject to realisation.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras, etc.
(Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

1.8.3.1 50% of Security Deposit as indicated in the letter of Intent can either be remitted in cash to the cashier of Power Sector of BHEL or submitted in the form of Bank Guarantee in the prescribed Performa, the validity being up to completion of work as stipulated in Letter of Intent and the balance deposit can be remitted in cash or can be recovered by deduction from running bills at 10% of the value of each running bill till the full Security Deposit is made up. The bank Guarantee furnished towards Security Deposit should be kept valid by proper renewal till the said work is actually completed.

1.8.4 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.

- 1.8.5 Regarding adjustment of Earnest Money Deposit towards part of Security Deposit, refer clause 1.4.4 above.
- 1.8.6 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money and Cancellation of the award of work.
- 1.8.7 If any part of Security Deposit of the Contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Power Sector, in such a manner that the same can be realised fully without referring to the Contractor. BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.
- 1.8.8 BHEL reserves the right of forfeiture of Security Deposit in addition to the other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of any other contracts with BHEL.

1.8.9 **RETURN OF SECURITY DEPOSIT:**

If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and present an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. **It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.**

1.9 **REJECTION OF TENDER AND OTHER CONDITIONS:**

- 1.9.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- 1.9.1.1 To reject any or all of the tenders.
- 1.9.1.2 To split up the work (Please refer NIT and Special Conditions of Contract).
- 1.9.1.3 Either of the contingencies stated (1.9.1.1) and (1.9.1.2) above to modify the time for completion suitably.
- 1.9.2 Conditional tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc, are liable to be rejected.

- 1.9.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
- 1.9.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.9.5 If tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security deposit, any other money due.
- 1.9.6 If the tenderers resort to canvassing in any form in connection with the tenders submitted by them, such tenders are liable to rejection.
- 1.9.7 Should a tenderer or Contractor or in the case of a firm of Company of contractors/ one or more of its partners/Shareholders/ Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL, may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.9.8 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without prior written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.9.9 No interest shall be payable by BHEL on Earnest Money, Security Deposit/ or on any money due to the Contractor by BHEL.

General Conditions of Contract

SECTION V

CONTRACTOR'S SAFETY PLAN

The Bidder should submit a suitable safety plan along with their offer. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure the work safely. Submission of a written safety plan by the bidder along with their offer is expected to make them clearly understand their responsibility towards safety plan by the parties before they assist BHEL Engineers in enforcing safety measures.

The Safety Plan aims at the contract's.

- Engaging qualified full time safety personnel at site particularly when the total manpower deployed is more than 500.
- Organising suitable motivation/educational programme for all workers in their control.
- Deploying T&Ps of acceptable quality only
- Towards this specific details/confirmations in respect of the following must be obtained among other things.
- Contractor's Safety Organisation with Name, Designation and qualification of full time engineer.
- Max. No. workmen likely to be employed with breakup, trade level of experience and qualifications wise.
- Motivation/training programme proposed for the workers.
- Personal protective equipment to be provided for workmen and system for ensuring usage.
- Confirmation regarding acceptance of fines for non-compliance of safety norms
- List of T&Ps proposed to be deployed with full particulars
- Fire Safety Measures proposed
- Records and reporting system
- Deviations from BHEL Safety conditions/Code of Safety norms.

A proforma for the safety plan is placed vide Annexure I.

ANNEXURE I
SAFETY PLAN

Name of Project

Description of Work

Tender No.W.O.No.

1.0 DETAILS OF PROPOSED WORK

1.1 Scope

1.2 Total tonnage to be erected (appx.)

1.3 Period of completion (months)

1.4 Max.No.of personnel to be
Deployed (Nos.)

2.0 SAFETY ORGANISATION

2.1 Furnish details of atleast 3 major
Jobs executed in the past

2.2 How many sites you are operating
Presently

2.3 Furnish details of safety
Organisation at HQ and project Sites

2.4 Furnish Name, Qualification and
Designation of Safety Engineer

2.5 Is he a full time safety engineer

2.6 If not furnish details of additional
Work assigned to him

2.7 Details of Personnel
Qualified in administering First Aid

2.8 Details of Personnel trained
In Fire Fighting operation

3.0 CONTRACTOR'S PERSONNEL

3.1 Furnish details of Max.

Manpower likely to be deployed :
a. Executive :
b. Supervisors :
c. Workers :
d. Others :
TOTAL :

3.2 Please indicate details of workmen based on experience in identical work

a. With more than 5 years experience :
b. Upto 5 years experience :
c. No.previous experience :
TOTAL :

3.3 Please indicate details of Workmen qualification wise

a. Graduates :
b. I.T.I. :
c. Metric :
d. VIII Std :
e. Others :
TOTAL :

3.4 Please furnish trade-wise Breakup of workmen

a. Fitter :
b. Welder :
c. Rigger :
d. Electrician :

e. Helpers :

f. Others :

TOTAL

:

4.0 SAFETY AWARENESS/ TRAINING PROGRAMME

4.1 Furnish details of safety programmes :
Organised by you in the past

4.2 Safety organised programmer proposed :
During the course of execution of the job

5.0 PERSONAL PROTECTIVE EQUIPMENT:

5.1 List down the 'PPE' provided to workmen :

APPLIANCES

a. Safety Helmet :

b. Safety belt :

c. Eye and Face protection device :

d. Hand and Body protection device :

e. Safety shoes :

f. Other :

6.0 FIRE SAFETY MEASURES :

6.1 Furnish No. of Personnel :
Trained in fire fighting operation

6.2 Portable fire extinguishers to be provided :

a. Number :

b. Type/Make :

c. Location :

- 6.3 Fire resistant covers to be provided for :
 Coverage of materials
 a. Number :
 b. Type/Make :
 c. Size :

7.0 TOOLS AND PLANTS

7.1 Furnish details as per proforma

Sl.No.	Equipment with Capacity	Year of Mfg.	Date of last Major overhaul	Remarks
1				
2				
3				
4				

8.0 GENERAL

8.1 Furnish deviation/comments if any on :
 BHEL code of Safety management

8.2 Indicate Safety reporting system proposed

- a. Monthly Safety reports :
 b. Accident reports :
 c. Others :

8.3 Indicate Safety records to be maintained :

- a. Accidents Investigation records :
 b. Safety appliance issue register :
 c. T&P Repair & Maintenance Register :
 d. Others

Signature of Tenderer

APPENDIX –I

SECTION V

List of Equipments/ machinery / T& P Owned by the Contractor & Proposed to be Deployed by the Contractor for this work

Note: The Tenderers are required to furnish the details as desired below with regard to the Equipments, machinery, Tools & Tackles, Consumables and Workshop facilities owned by them along with documentary proof for the same.

Sl No.	Name of the Equipment	Total Quantity Available with the Company	Quantity Proposed to be deployed for this job	Type capacity, Specifications	Year of Make	Date of purchase	Registration No.	Present Location of the equipment	Utility Factor	Remarks If any
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

Signature of the Tenderer

SECTION V

ANALYSIS OF SIMILAR JOBS EXECUTED /IN PROGRESS

Sl. No.	Details of jobs executed/in progress with location of projects	Fin.value of the contract	Extra claims received Nature Amount	No.of skilled/unskilled workers deployed at site for this job	No.of staff deployed at site for execution of job, Engr/Supervisor	No.of strikes, work stoppages with duration & mandays lost during execution of job	Brief description of negotiations held & settlement reached	No.of accidents (fatal/minor/major)	Amt.of compensations paid for accident	Details of insurance provided for the workers for accident/Death	Details of safety equipments provided for workers
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Signatutre of the Tenderer

APPENDIX –III

SECTION V

ORGANISATION STRUCTURE

1. Management Structure of the firm
Whether Public Limited/Private Limited / sole Proprietorship / Partnership.
2. Details of the Staff presently on permanent rolls of the Organisation.

A) ENGINEERING STAFF:

Sl. No.	Name and Designation	Qualification	Erection Experience and Specialisation	State if proposed to be deployed at site for this job	Remarks
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Signature of the Tenderer

B) DETAILS OF TECHNICAL STAFF

Category	Total No on rolls	No. proposed to be deployed at site for this job
Supervisors / Foreman		
Storekeepers		
Crane Operators		
Compressor Operator		
Mill Wright Fitter		
Pipe Fitters		
Instrument Fitter		
General Fitter		
Electrician		
Sarang		
Rigger		
Carpenter		
Painter		
Tinsmith		
Sheet Metal Fabricator		
Pipe Fabricator		
Cable Jointer		
Heavy Vehicle Driver		
Light Vehicle Driver		
Mason		
Refractory Mason		
Semi-skilled Worker		
Unskilled Worker		
Helpers		

Signature of the Tenderer

C) WELDERS

Sl.No	Name	Specialisation (Tig/Alloy/ Arc/Carbon arc/structural	Period of Experience	Average No.of Joints per day	% age rejection	Whether holding IBR Certificate & Period of validity	State if proposed to be deployed at site for this job	Remarks if any
1.	Please indicate how you propose to ensure quality of work at site.							

Signature of the Tenderer

**APPENDIX - IV
SECTION V**

DETAILS OF MAJOR MILESTONES ACHIEVED

Sl.No.	Name of Project with capacity	Date of L.O.I (Telex/Fax/Telegram)	Date of start of Erection	Date of Boxing up	Date of Oil Flushing	Date of Barring gear	Date of Steam Rolling	Date of Synchronisation	Remarks if any
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(ATTACH SEPARATE SHEET)

Name of Project with Capacity	Date of L.O.I (Telex/Fax/Telegram)	Date of start of Erection	Date of Drum lifting	Date of Hydraulic test	Date of Light up	Date of steam blowing	Date of Safety valve Floating	Remarks If any
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(ATTACH SEPARATE SHEET)

Signature of the Tenderer

ANNEXURE ‘A’

BANK GUARANTEE FOR SECURITY DEPOSIT (PROFORMA)

In consideration of the Bharat Heavy Electricals Limited, having its registered office at BHEL House, Siri Fort, New Dehi – 110 049 the concerned division being Power Sector - Southern Region, located at 474, Anna Salai, Nandanam, Chennai – 600 035. Tamil Nadu (hereinafter called BHEL) having agreed to exempt

.....
(hereinafter called “the said contractor(s)” from the demand, under terms and conditions of agreement datedmade between BHEL andfor(hereinafter called “ the said Agreement) of security deposit for the due fulfillment by said contactors of the terms and condition contained in the said agreement, or production of bank guarantee for Rs.....
(Rupeesonly).

We(hereinafter referred to as “the
(indicate the name of Bank)

Bank”) at the request of Contractor(s) do hereby undertake to pay to BHEL an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by BHEL, by reasons of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We do hereby
(indicate the name of Bank)

undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BHEL stating that the amount claimed is due by way of loss / damage caused to or would to or suffered by BHEL by reason of breach by the said contractor's of any of the terms and conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. Weundertake to pay to BHEL any money so
(indicate the name of the bank)

demanded notwithstanding any dispute or disputes raised by contractor(s) / supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal. The payment so made by under this bond shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We.....further agree that the guarantee
herein
(indicate of the name of Bank)

contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BHEL under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till BHEL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said

contractor(s) and accordingly discharge this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before

We shall be discharged from all liability under this guarantee thereafter.

5. We.....further agree with BHEL, that BHEL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone any time, from time to time any of the powers exercisable by the BHEL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act, or commission on the part of BHEL or any indulgence BHEL to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).

7. Welastly undertake not to revoke

(indicate the name of bank)

this guarantee during its currency except with the previous consent of BHEL in writing.

8. The address of BHEL of services, correspondence in respect of matters relating to this guarantee shall be

BHARAT HEAVY ELECTRICAL LIMITED
POWER SECTOR, SOUTHERN REGION
474, ANNA SALAI, NANDANAM
CHENNAI – 600 035.

Address of the Bank in full

Dated theday of20.....

Pincode :

Telegraphic Code :

For
(indicate the name of bank)

Telex No :

Fax No :

Witness :

ANNEXURE – ‘B’

PROFORMA OF PERFORMANCE BANK GUARANTEE

1. This deed of guarantee made thisday of20
byBank Ltd.....
.....in favour of Bharat Heavy Electricals Limited, Power Sector
– Southern Region, 474, Anna Salai, Chennai – 600 035 having its Registered Office at
BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called the principal)

2. Whereas Messrs(with full contractor’s
address) (hereinafter called the contractor) have entered into a contract (contract
No.....dated.....) for (name of work
.....with the Principal (hereinafter called the said agreement).

3. AND WHEREAS the said contractor shall execute a performance bank guarantee for
indemnifying the principal to the extent to
.....and whereas the said Messrs.....
have approachedBank Ltd. and at the request and
in consideration of the arrangement arrived between the said Messrs.....
.....and the said Bank as hereinafter mentioned to
the aforesaid Principal.

4. Now, therefore these present witness that we
Bank Ltd. by the hand of Shriits, lawfully and duly
constituted attorney, do hereby undertake to pay without demur to the aforesaid company a
sum of Rs.....(Rupees.....
.....only) on demand being made by the said Principal and to
keep the said Principal indemnified by virtue of this guarantee against any loss or damage
caused to or suffered by the said Principal by reason of any parts that may develop defects,
fails or show signs of failure in the equipment arising from faulty workmanship thereby
impairing the serviceableness under the proper use as per instructions provided by the
contractor for a period of 12 months from the date of receipt of payment and also for breach
of the terms and conditions of contract. We therefore undertake to pay the said amount in a
lump sum on demand or such part thereof as the Principal may demand from time to time,
irrespective of the fact whether the said contractor admits or denies in any Court, Tribunal or
Arbitration proceedings or before any authority.

5. The aforesaid Guarantee will remain in force and we shall be liable under the same irrespective of any concession of time granted by the said company to Messrsin or fulfilling the said contract between Messrs..... and the principal and the guarantee will remain in force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said agreement irrespective of whether notice of such change and /or variation, is given to us or not and claim to receive such notice of any change and / or variation if the terms and/or conditions to said agreement is hereby specifically waived by us. Further, we shall not be released from this guarantee by any forbearance, or the exercise or non-exercise of any of the power of rights under the said Agreement by the said Principal against the Messrs..... irrespective of whether notice of such forbearance or enforcement or non-enforcement of any powers or rights, modification or changes made in the said agreement or concession shown to Messrs.....by the Principal is given to us or not.

6. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or changes in the composition of firm/company of the said Messrs.....and shall in all respects and for all purposes be binding and operative until the payment of all moneys due or that may hereinafter become due to the said Principal is made to the Principal irrespective of any liability or obligations of the said Agreement.

7. We, the said Bank, further agree that the guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the aforesaid agreement and that it shall continue to be enforceable till all the dues of the Principal under or by virtue of the said agreement have been fully paid and its claim satisfied and discharged or till the Principal certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Messrs.....and accordingly discharge the guarantee subject however that the Principal shall have the right under this guarantee after the expiry offrom the date of its execution. Any claim, or dispute arising under the terms of this documents shall only be enforced or settled in the Courts at Chennai only.

8. The Bank hereby declares that it has power to issue this Guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated granted by proper authorities of the Bank.

9. The guarantee is valid up to and unless a demand is made under this guarantee within six months fromall the rights of the Principal under the guarantee shall be forfeited and we the Bank shall be released and discharged from all liability thereunder.

DATED

THE

Bank by its constituted Attorney

(Signature of the person duly
authorized to sign on behalf
of the Bank)

Bank Address in full.

ANNEXURE – ‘C’

(To be stamped in accordance with Stamp Act)
(BANK GUARANTEE FOR SECURING ADVANCE)
(Delete the words not applicable)

This Deed of Guarantee made this
day ofbetween
.....(Bank) hereinafter called “ the Guarantor” (which
expression shall unless repugnant to the context or meaning thereof be deemed to
include its successors and assigns) of the ONE PART and M/s. Bharat Heavy
Electricals Limited (A Government of India Undertaking) a Company incorporated
under the Companies Act 1956, having its Registered Office at ‘BHEL HOUSE’ Siri
Fort, New Delhi – 110 049 through this Unit / Division at 474, Anna Salai,
Nandanam, P.O. Chennai - 600 035. hereinafter called “The Company” (which
expression shall unless repugnant to the context or meaning thereof be deemed to
include its successors) of the OTHER PART:

WHEREAS M/s.....
(herein after called the Supplier / Contractor) has entered into a contract No.....
.....dated.....
(hereinafter called “the Contract”) with the company for

AND WHEREAS the Contract inter alia provides that the Company will pay to the
contractor /Supplier advance of Rs.....(Rupees.....
.....only) on certain
terms and conditions specified therein subject to the contractor furnishing a bank
guarantee for Rs.....(Rupees
.....only) in favour of the company.

AND WHEREAS the Contractor/Supplier has approached the Guarantor and in
consideration of the arrangement arrived at between the Contractor / Supplier and the
Guarantor, the Guarantor has agreed to give Guarantee as hereinafter mentioned in
favour of the Company.

NOW THIS DEED WITNESSES AS FOLLOWS

1. In consideration of the Company having agreed to advance a sum of Rs.....(Rupees..... only) to the Contractor/Supplier, the Guarantor do hereby guarantee the due recovery by the Company of the said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said contractor/Supplier fails to utilize the said advance for the purpose of the contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by the Company, the Guarantor do hereby unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand to the extent of the said sum of Rs..... (Rupees.....only).
Any claim made by the company for the loss or damage caused to or suffered by the Company by reason of the Company not being able to recover in full the said sum of Rs.....with/without interest as aforesaid.

2. The decision of the Company whether the contractor/supplier has failed to utilize the said advance or any part thereof for the purpose of the contract and or as to the extent of loss or damage caused to suffered by the company by reason of the Company not being able to recover in full the sum of Rs.....with/without interest shall be final and binding on the Guarantor, irrespective of the fact whether the Contractor/Supplier admits or denies the default or questions the Correctness of any demand made by the Company in any court, Tribunal or Arbitration Proceedings or before any other Authority.

3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the Contract or the advance or to extend time of performance by the Contractor/ Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor/supplier and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract the advance or securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor /Supplier or any other forbearance act or omission on the part of the Company or any indulgence by the company to the said contractor/ supplier or of the other matter or thing whatsoever which under the law relating to sureties, would but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.

4. The guarantee further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and till the said advance with/without interest has been fully recovered and its claims satisfied or discharged and till..... certifies that the said advance with interest has been fully recovered from the said contractor/supplier and accordingly discharges this Guarantee subject, however, that the company shall have no claim under the Guarantee afteryears from the date of completion of the contract, as the case may be unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

5. The Guarantor undertake not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agree that any liquidation or winding up or insolvency or any change in the constitution of the Contractor /Supplier or the Guarantor shall not discharge the Guarantor's liability hereunder.

6. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor/Supplier shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealized.

7. The Guarantor hereby declares that it has power to execute this guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf under the power of Attorney dated granted to him by the proper authorities of the Guarantor.

8. "Weundertake to pay to BHEL any money
(indicate the name of Bank)

so demanded notwithstanding any dispute or disputes raised by contractor(s) supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under these presents being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/Supplier(s) shall have no claim against us for making such payment".

IN WITNESS whereof the(Bank)
and M/s. Bharat Heavy Electricals Limited, have hereunto set and subscribed their
respective hands the day, month and year first above written.

WITNESSES :

1.

2.

Signed for and on behalf
of the (Bank)

WITNESSES :

1.

2.

Signed for and on behalf of
Bharat Heavy Electricals Limited

ANNEXURE –‘D’

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
Power Sector – Southern Region, Chennai –600 035.

CONTRACT AGREEMENT

AGREEMENT NO: BHEL:PS:SR:SCT:

DATE:

Name of work

Name of the Contractor with full Address :

Amount of Tender Accepted :

Letter of Intent No :

Time allotted for completing the work :

(Date of completion) :

Contractor
(To be Signed by a Person holding
Valid Power of Attorney)

(Officer authorized to sign
the agreement)

CONTRACT AGREEMENT

AGREEMENT NO: BHEL:PS:SR:SCT

DATE :

This agreement made this day, thebetween the Bharat Heavy Electricals Limited, Power Sector, Chennai – 600 035 having its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 (hereinafter called the FIRST PARTY) of one part and M/s. (hereinafter called the “CONTRACTOR) of the SECOND PART.

2. WHEREAS the first party is desirous of executing the work of more particularly described in the appendices including drawings and specifications attached herewith:

3. WHEREAS IN PURSUANCE of the said Contractor’s Tender having been accepted, the first party has decided to give the above said work to the Contractor.

4. WHEREAS the said Contractor has agreed to do the aforesaid work of the first party subject to the conditions herein contained in these presents, instructions to tenderers, general conditions and special conditions, schedules, appendices, Letter of intent and specifications (hereinafter referred as the said Contract schedule) at the approved rates (hereinafter referred as the said Contract rate)

5. AND WHEREAS the said Contractor has furnished a Bank Guarantee for a sum of Rs.....(Rupees.....) bearing nodt.....fromBankvalid uptotowards initial 50% Security Deposit and has further agreed for balance 50% Security Deposit being recovered at 10% of value each running bill till the full Security Deposit is made up for the satisfactory completion and performance of the work and whereas the validity of the said Guarantee has to be extended by the Contractor, if so required before for the balance of contract period and in the event of his failure to do so the contractor shall pay or accept recovery of this amount of Rs.....(Rupees.....only) from the bills forthwith in one instalment and it has further been agreed that the failure to extend the validity of Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute the breach of contract, and first party reserves the right to take any legal action deemed fit for recovering the said sum of Rs.....(Rupees.....)

This amount of Rs..... (Rupees.....) will be refunded and the Bank Guarantee will be returned to the Contractor on satisfactory completion of the work as specified in the Contract documents.

6. NOW THESE PRESENTS WITNESS that in consideration of the said contract schedule and said Contract rate, as also of agreement of good and faithful service to be rendered and performed by the Contractor in the execution of the said work, subject to the stipulation hereinafter expressed.

7. That the said Contractor will perform the aforesaid work subject to the conditions contained in these presents, instructions to tenderers, general and special conditions of contract and contract documents attached herewith including the said schedules, specifications, Letter of Intent, drawings attached and also such other drawings and instructions as may from time to time be given by the first party. And that the said contractor shall be deemed to have carefully examined the specifications and conditions of contract, appendices, schedules, Letter of Intent, drawings, etc as aforesaid and also to have satisfied himself as to the nature and character of the work to be executed.

8. That the said Contractor shall carry out and complete the executions of the said work to the entire satisfaction of the engineer within the agreed time schedule.

9. That the first Party after proper scrutiny of the bills submitted by the said contractor will pay him during progress of the said work, at said contract and agreed terms of payment, a sum as determined by the first party in respect of the work executed by the Contractor.

10. That the contract shall come into force with retrospective effect from the date on which letter accepting the tender (Letter of Intent) has been issued to the said contractor.

11. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted in the manner as set out in the conditions of contract as aforesaid.

12. That all charges on account of Octroi, terminal and Sales – Tax or other duties on material obtained for the works shall be borne by the said contractor.

13. That is agreed between the parties that the non-exercise of any powers conferred on the authorities of the first party will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the said Contractor either of past or future compensation shall remain unaffected.

14. That the expression BHEL wherever occurring means the BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – SOUTHERN REGION, CHENNAI – 600 035.

15. The documents hereto attached viz.,
shall also form part of this agreement.

16. In witness hereof the parties have respectively set their signature in the presence of :

WITNESSES:
(With full address)

1.

2.

Date :

Signature of the Contractor
(To be signed by a person
holding valid power of Attorney
of the company)

WITNESSES:

For and on behalf of the
BHARAT HEVY ELECTRICALS LTD.

1.

2.

IMPORTANT NOTE

**Bidders are requested to furnish the
Informations as required in appendices of
Section IV & V of this booklet**

**Attach separate sheet if necessary
Bids with incomplete particulars
Will be summarily Rejected**

General Conditions of Contract

SECTION IV

APPENDIX –I

FINANCIAL VIABILITY

- | | | |
|----|--|---------|
| 1. | Owner's capital in the business (in case of Partnership please mention percentage shares and amounts) | Rs. |
| 2. | Quantum of business done during | 1. Rs. |
| | Last three financial years (only in | 2. Rs. |
| | Construction of Power Plants) | 3. Rs. |
| 3. | Value of fixed assets of the | 1. Rs. |
| | Business in last three years | 2. Rs. |
| | | 3. Rs. |
| 4. | Guarantee limits (if any enjoyed by the firm) | |
| 5. | Overdraft limits (if any enjoyed by the firm) | |
| 6. | Income Tax paid during the last | 1. Rs. |
| | Three years | 2. Rs. |
| | | 3. Rs. |
| . | Please state whether Audited profit & Loss Account and Balance Sheet for the last 3 Years are enclosed | YES/ No |

Signature of the Tenderer

Note: All the documents should be duly certified by auditor/Bank as may be applicable.

SECTION IV

LIST OF QUALIFIED MANPOWER AVAILABLE

(A) List of Qualified Manpower available with the Tenderer:

Sl.No.	Name	Qualification	No. of years of Experience (ref.note 2)
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(B) List of Qualified Manpower to be deployed exclusively for this Contract:

Sl.No.	Name	Qualification	No.of years of Experience(ref.note 2)
--------	------	---------------	--

Signature of the Tenderer

Note:

1.The Manpower indicated against paragraph(B) above shall be further augmented with additional category/number of Tools and plants as and when required and as directed by the Engineer in charge to complete work as per the time of completion accepted.

2. The experience may be indicated fieldwise (Attach separate sheets if necessary)

SECTION IV

DETAILS REGARDING SIMILAR JOBS EXECUTED/IN PROGRESS

Sl.No	Details of jobs Executed/in Progress with Location of Project/site In the last 5 years	Financial value of the contract	No. of skilled/ unskilled Workers deployed at the project/ site for the job	No. of staff, deployed at the project site for execution of the job	Remarks
1	2	3	4	5	6

Signature of the Tenderer

APPENDIX –IV

SECTION IV

ANALYSIS OF UNIT RATE QUOTED

S.No.	Description	Percentage of the unit rate quoted	Remarks, if any. Ref. Note 2
1.	Site facilities Viz. Electricity, water , workshop and other infrastructure facilities.		
2.	Salary & Wages for staff and workers		
3.	Consumables		
	a) Gases		
	b) Electrodes		
	c) Steel materials		
	d) Others		
4.	Depreciation & Maintenance for T&P and other items		
5.	Establishment & Admn. Expenses of site		
6.	Retrenchment benefit		
7.	Overheads		
8.	Profit		
9.	Extra work incidental to Erection		

Note:

1. All tenderers are requested to note, the rates quoted by them are not disclosed in any way while furnishing the above details.
2. Bidders are requested to indicate the type of accommodation he is planning to provide for staff & workers and the details of medical, conveyance and other amenities he is planning to provide for staff & workers in a separate sheet.

Signature of the Tenderer

SECTION IV

DECLARATION SHEET

The Bidders are requested to furnish the following information while quoting, failing which their offer will be summarily rejected.

1. Whether any relative(s) is presently employed in BHEL? If so, his connection with the Firm : YES/ NO
(If yes, please give particulars)
2. Whether any ex-BHEL employee Is associated /working with the Firm? : YES/NO (If Yes, please give particulars)
3. Whether any BHEL employee is Holding any share in Firm? : YES/NO (If yes, please give particulars)

Signature of the Tenderer

Note:

1. Attach separate sheet, if necessary.
2. If the BHEL Management comes to know, at a later date, that the information furnished by the Bidder is false, suitable action will be taken according to law against the contractor.

General Conditions of Contract

SECTION II

2.1 DEFINITION:

The following terms shall have the meaning hereby assigned to them except where the context otherwise required.

- 2.1.1 BHEL (or B.H.E Ltd) shall mean Bharat Heavy Electricals Limited, a company registered under Indian companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi –110 049, or its Authorised Officers or its Resident Engineer or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- 2.1.2 **“GENERAL MANAGER”** shall mean the Officer in Administrative charge of contracting unit of BHEL.
- 2.1.3 **“ENGINEER”** or **“ENGINEER IN CHARGE”** shall mean engineer deputed by BHEL. The term includes “DGM”, “PROJECT MANAGER”, “RESIDENT MANAGER”, “SITE ENGINEER”, “RESIDENT ENGINEER” and “ASSISTANT SITE ENGINEER” of BHEL at the site as well as the Officers in charge at Head Office.
- 2.1.4 **“SITE”** shall mean the place or places at which the plants/ equipment are to be erected and services are to be performed as per the specification of this contract.
- 2.1.5 **“ CLIENT OF BHEL”** or **“ CUSTOMER”** shall mean the project authorities to whom BHEL is supplying the equipments/services.
- 2.1.6. **“CONTRACTOR”** shall mean the individual, firm or company who enters into contract with BHEL and shall include their executors, administrators, successors and permitted assignees.
- 2.1.7 **“CONTRACT”** or **“CONTRACT DOCUMENT”** shall mean/and include the agreement or work order, the accepted appendices of rates, Schedule of Quantities, if any and General Conditions of Contract, the Special Conditions of Contract, instructions to the tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the letter of Intent/Accepting letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specially accepted in writing by BHEL, in the Letter of Intent and incorporated in the agreement.

- 2.1.8 **“GENERAL AND SPECIAL CONDITIONS OF CONTRACT”** shall mean the “Instructions to Tenderers and General and Special conditions of contract pertaining to the work, for which the tenders are called for”
- 2.1.9 **“TENDER SPECIFICATION”** shall mean the specific conditions, Technical specifications, appendices, site information and drawing” pertaining to the work in which the tenderers are required to submit their offer. Individual specification number will be assigned to each tender specification.
- 2.1.10. **“TENDER DOCUMENTS”** shall mean the General and Special Conditions of Contract (2.1.8) and tender specification (2.1.9)
- 2.1.11. **“LETTER OF INTENT”** shall mean the intimation by a letter to the tenderer that the tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of this letter and all the terms and conditions of contract are applicable from this date.
- 2.1.12. **“COMPLETION TIME”** shall mean the period by date specified in the acceptance of tender or date mutually agreed upon for handing over of the erected equipment/plant which are found acceptable by the Engineer being of required standard and confirming to the specifications of the contract.
- 2.1.13 **“PLANT”** shall mean and connote the assembly of the plant and equipment covered by the contract.
- 2.1.14 **“EQUIPMENT”** shall mean all equipments, machineries, materials, structurals, electricals and other components of the plant covered by the contract
- 2.1.15 **“TESTS”** shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contract work or part thereof.
- 2.1.16 **“APPROVED” “DIRECTED” or “ INSTRUCTED”** shall mean approved, directed or instructed by BHEL.
- 2.1.17 **“WORK OR CONTRACT WORK”** shall mean and include supply of all categories of labours, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL.
- 2.1.18 **“SINGULAR AND PLURAL ETC”** Words carrying singular number shall also include plural and vice versa, where the context be required. Words imparting the masculine gender shall be taken to include the feminine

gender and words imparting persons shall include any company or association or body of individuals, whether incorporated or not.

2.1.19 **“HEADING”** The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

2.1.20 **“MONTH:** shall mean calendar month, unless specified otherwise in the tender.

2.1.21 **“WRITING”** shall include any manuscript typewritten or printed statement under the signature of BHEL.

2.1.22. **‘TEMPORARY WORK’** shall mean all temporary works of every kind required in or for the execution, completion or maintenance of the works.

2.2 **LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:**

The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having ordinary original Civil Jurisdiction at Madras, Tamilnadu shall alone have exclusive jurisdiction in regard to all claims in respect of this contract. No other Civil Court have jurisdiction in case of any dispute, under this contract.

2.3 **ISSUE OF NOTICE:**

The contractor shall furnish to the BHEL Engineer, the name, designation and address of his authorised agent and all complaints, notices, communications and reference shall be deemed to have been duly given to the Contractor if delivered to the Contractor or his authorised agent or left at or posted to the address either of the contractor or of his representative and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of /or left.

2.4 **USE OF LAND**

No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.

2.5 **COMMENCEMENT OF WORK**

2.5.1 The contractor shall commence the work within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.

2.5.2 If the successful tenderer fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His Earnest Money and/or security deposited with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

2.5.3 All the works shall be carried out under the direction and to the satisfaction of BHEL

2.5.4 The transported equipment erected/constructed plant or work performed under the Contract as the case may be shall be taken over when it has been completed in all respects and/or satisfactorily put into operation at site.

2.6 **MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED**

2.6.1 All payment due to the contractor shall be paid by "Account Payee Cheques"

2.6.2 For progress running bill payment, the contractor shall present detailed measurement sheets, in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities/ weights shall be relevant to documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.

2.6.3 These measurement sheets will be checked by BHEL Engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineers. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in measurement books and signed by both the parties.

2.6.4 Based on the above quantity, contractor shall prepare the bills in prescribed proforma and work out the financial value. These will be entered in M book and signed by both the parties and paid for after duly effecting recoveries due.

2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from his corresponding running bills unless specific approval from the competent authorities is obtained otherwise.

2.6.6 Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.

2.6.7 The measurement shall be taken jointly by persons duly authorised on the part of BHEL and by the contractor.

- 2.6.8 The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall without extra charges, provide all the assistance with appliances and other things necessary for measurement.
- 2.6.9 If at any time due to any reason whatsoever, it becomes necessary to remeasure the work done in full or in part, the expenses towards such measurements shall be borne by the contractors.
- 2.6.10 Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed by the contractor if pointed out at a later date by BHEL.
- 2.6.11 Final measurement bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Due" and "No Demand" certificates. All the tools and tackles loaned to him should be returned in good condition, satisfactory to BHEL. Quantities/Weight erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill, only guarantee obligation percentage shall remain unpaid which shall be released in accordance with clause 2.13. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.

2.7 **RIGHTS OF BHEL**

BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation

- 2.7.1 To get the work done through other agency at the risk and cost of the contractor in the event of Contractor's poor progress or inability to progress the work for completion as stipulated in the contract, poor quality of the work, persistent disregard to instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, nonfulfillment of any contractual obligation etc, and to claim, recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/ other dues.
- 2.7.2 To withdraw any portion of work and or to restrict/alter quantum of work as indicated in the contract during the progress of erection and get it done through other agency and / or by departmental labour to suit BHEL's commitment to its customer or in case decided to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.

- 2.7.3 To terminate the Contract after due notice of 21 days from the date of issue of the letter, recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of.
- 2.7.3.1 Contractor's continued poor progress.
- 2.7.3.2 Withdrawal from or abandonment of the work before completion of the work.
- 2.7.3.3 Corrupt act of Contractor.
- 2.7.3.4 Insolvency of the Contractor.
- 2.7.3.5 Persistent disregard to the instructions of BHEL.
- 2.7.3.6 Assignment transfer, subletting of the contract without BHEL's permission.
- 2.7.3.7 Non-fulfilment of any contractual obligations.
- 2.7.4 To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.
- 2.7.5 To claim compensation for the total losses including BHEL's supervision charges, overheads, penalty/LD suffered by BHEL for completion of works, whenever the contract has to be terminated for the reasons attributable to the contractor.
- If the works are delayed beyond the stipulated time for the reasons attributable to the contractor, LD/Penalty will be levied at the rate of 0.5 percent per week of delay or part thereof, subject to a ceiling of 10 percent of the contract value.
- 2.7.6 To terminate the Contract or to restrict the quantum of work and pay for portion of work executed, in case BHEL's contract with their customers are terminated for any reason.
- 2.7.7 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfil any of his obligations.
- 2.7.8 To restrict or increase the quantity and nature of work to suit site requirement since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.

- 2.7.9 To deploy BHEL's fitters, welders, operators and technicians in case of emergency / poor progress/deficiency in skill on the part of employees of contractor and to recover the expenditure on account of the same from contractor's bills.
- 2.7.10 While every endeavour will be made by BHEL, they cannot guarantee uninterrupted work due to conditions beyond their control. Contractor will not be entitled for any compensation or extra payment on this account.
- 2.7.11 In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

The following are the responsibilities of the contractor in respect of observation of local laws, employment of personnel, payment of taxes etc.

- 2.8.1 As far as possible, unskilled worker shall be engaged from the local areas in which the work is being executed.
- 2.8.2 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religions and other customs.
- 2.8.3 The contractor shall comply with all State and Central Laws, Statutory Rules, Regulation etc., such as : The payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employees' Provident Fund Scheme, Employees' State Insurance Scheme, Contract Labour (Regulations and Abolition) Act, 1970 and other Acts, Rules & Regulations for labour as may be enacted by the Government during the tenure of the contract and having in force or jurisdiction at site. The Contractor shall give to the local governing body, Police and other relevant authorities all such notices as may be required by law. (Salient Provisions of the Contract Labour (Regulation & Abolition) Act 1970, Workmen Compensation Act 1923, Employees' State Insurance Act 1948, Minimum Wages Act 1948, Employees' Provident Fund and Miscellaneous Act 1952, which are reproduced in Section-III. However the contractor should take care of the latest amendments into consideration)
- 2.8.4 The Contractor shall pay all taxes , fees, licence, charges, deposits, duties, tools, royalty, commissions or other charges, which may be leviable on account of any of his operations in executing the contract. In case BHEL is forced to pay any of such taxes BHEL shall have the right to recover the same from the contractor either from his bills or otherwise as deemed fit.

- 2.8.5 While BHEL would pay the inspection fees of the Boiler Inspectorate, all other arrangements for the visits periodically by Boiler Inspector to site Inspection Certificates etc., will have to be made by the Contractor. However, BHEL will not make any payment to Boiler Inspector in connection with contractor's welders' qualification/requalification tests etc.
- 2.8.6 The contractor shall be responsible for provision of health and sanitary arrangements more particularly described in Contract Labour (Regulations & Abolition) Act, safety precautions etc., as may be required for safe and satisfactory execution of the contract. Please refer Clause 2.15.0 also.
- 2.8.7 The Contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 2.8.8 The contractor shall be responsible for proper behavior and observance of all regulations by the staff employed by him.
- 2.8.9 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is the responsibility of the contractor to make good the losses or compensate for the same.
- 2.8.10 All the properties/equipment/components of BHEL/ their client loaned with or without deposit to the contractor in connection with the contract shall remain the properties of BHEL /their client.

The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipment/components shall be deemed to be in good conditions when received by the Contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/ their client. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Site Engineer will be recovered from the contractor.

- 2.8.11 It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However depending upon the availability/possibility BHEL's / customer's handling equipment and other plants may be made available to the Contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable, shall be recovered from contractor's bills / Security Deposit in one installment.
- 2.8.12 The contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.

- 2.8.13 In case the Contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon.
- 2.8.14 Any delay in completion of works/or non achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than a shift. All these are to be carried out by the contractor at no extra cost.
- 2.8.15 The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.16 All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The Contractor shall be responsible for the safety of the equipment/ material and works to be performed by him and shall maintain all lights, fencing guards, signs etc, or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents fire hazards and due precautions shall be taken against fire hazards and Atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment materials and construction tools and tackle shall be posted at site by the contractor till the completion of the work under this contract.

The Contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles, etc., as per prescribed standards and practices.

- 2.8.17 The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site office for record purpose, if so called for.
- 2.8.18 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 2.8.19 No levy or payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
- 2.8.20 Also no idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause at any time.
- 2.8.21 The contractor shall take all reasonable care to protect the materials and work till such time the Plant/equipment has been taken over by BHEL / their client.

- 2.8.22 Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All such problems /dispute shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.
- 2.8.23 Contractor shall keep the area of work clean and shall remove the debris etc. while executing the work every day. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 2.8.24 The contractor shall execute the work in the most substantial and workman-like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/or as per the instructions of the Engineer.
- 2.8.25 The contractor shall furnish daily labour deployment report indicating the classification and number of workmen engaged. Besides the contractor also shall furnish progress reports on work every day as required by the Engineer.

2.9 **CONSEQUENCES OF CANCELLATION:**

Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under clause 2.7, they may complete the work by any means at the contractor's risk and cost provided that in the event of the cost of completion as certified by the Site Engineer which is final and conclusive being less than contract cost, the advantage shall accrue to BHEL, and that if the cost of completion exceeds the moneys due to the contractor under the contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses (2.7)

- 2.9.1 In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contract, shall consist of actual cost incurred in completion of work such as materials purchased and / or labour provided by BHEL, amounts paid to other agencies, etc. with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

2.10 **INSURANCE:**

- 2.10.1 BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.
- 2.10.2 It is the sole responsibility of the contractor to insure his workmen against accidents and injury while at work as required by relevant Rules and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
- 2.10.3 If due to negligence and or non-observation of safety and other precautions, any accident/injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 2.10.4 If due to contractor's carelessness, negligence or non-observance of safety precautions, damage to BHEL's /Customer's property and personnel should occur and if BHEL is unable to recover in full, cost from the insurance Company, the same will be recovered from the contractor.
- 2.10.5 It shall be the responsibility of the Contractor to provide security arrangement for the equipment/materials belonging to BHEL and handed over to the contractor for erection/transportation till the same are taken over by BHEL, after erection/returned to BHEL stores.

2.11 **STRIKES & LOCKOUTS:**

- 2.11.1 The contractor will be fully responsible for all the dispute and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the contractor resorting to lockout and if the strike or the lockout declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed employing its own labour or through any other agencies or both and the cost so incurred by BHEL shall be deducted from the Contractor's bills.
- 2.11.2 For all purposes whatsoever the employees of the Contractor shall not be deemed to be in the employment of BHEL.

2.12 **FORCE MAJEURE:**

- 2.12.1 The following shall amount to force majeure
Acts of God, Act of any Government, War, Sabotage, Riots, Civil commotion Police Action, Revolution, Flood, Fire , Cyclones, Earth quake and Epidemic and other similar causes over which the Contractor has no control.
- 2.12.2 If the Contractor suffers delay in the due execution of the contractual obligation due to delays caused by Force Majeure as defined above, the

agreed time of completion of the job covered by this contract or the obligation of the contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the Contractor immediately reports to BHEL in writing the causes of delay and the Contractor shall not be eligible for any compensation.

2.13 **GUARANTEE:**

Eventhough the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of twelve months from the date of completion of work as certified by the Engineer for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period starting from the date of the completion of rectification. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from security deposit/other dues or by other legal means.

2.14 **ARBITRATION:**

All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the engineer or of any other person is by the contract expressed to be final and conclusive shall, after written notice by either party to the contract to other party be referred to sole arbitration of General Manager or his nominee. The arbitration shall be conducted in accordance with provisions of the Arbitration and Conciliation Act, 1996.

The parties to the contract understand and agree that it will have no objection than the General Manager or the person nominated as arbitrator had earlier in his official capacity dealt directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason of his award being set aside by the court for any reasons; it shall be lawful for the General Manager or his successor, as the case may be either to act himself as the Arbitrator or to appoint another arbitrator in the place of the outgoing arbitrator in the manner aforesaid.

The arbitrator may from time to time with the consent of both the parties to the contract enlarge the time for making the award.

Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be a place from which the contract is issued or such other place as the arbitrator at his discretion may determine.

2.15.0 SPECIFICATION FOR HEALTH, SAFETY AND ENVIRONMENT (HSE)

The contractor has to necessarily submit the safety plan while submitting the offer. The safety plan should indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. During negotiations before placing the work order and during execution of the contract, BHEL shall have right to review and suggest modifications in the safety plan. The contractor shall abide by BHEL decision in this respect . Tenders not accompanied with safety plan are liable for rejection.

2.15.1 SCOPE

This specification establishes the Health, Safety and Environment (HSE) management requirement to be complied with by the Contractors during construction.

Requirements stipulated in this specification shall supplement the requirements of HSE Management given in relevant Act(s) / legislations, General Conditions of Contract (GCC). Special Conditions of Contract (SCC) and job specification. Where different documents stipulate different requirements, the most stringent be adopted.

2.15.2 REFERENCES

This document should be read in conjunction with following

- General Conditions of Contract(GCC)
- Special Conditions of Contract (SCC)
- Scope of work
- Relevant IS Codes
- Reporting Formats

2.15.3 REQUIREMENTS OF HEALTH, SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPLIED BY CONTRACTORS

2.15.3.1 MANAGEMENT RESPONSIBILITY

- a. The contractor to comply with HSE requirement at Construction sites as enclosed to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- b. The HSE management system shall cover the HSE requirements including but not limited to what is specified under Para 2.15.1 and para 2.15.2 above.
- c. Contractor shall be fully responsible for planning and implementing HSE requirements. Contractor as a minimum requirement shall designate/deploy the following to co-ordinate the above.

No of workers deployed upto 250 - Designate one safety Supervisor

Above 250 & upto 500 - Deploy one qualified and Experienced Safety Engineer/Officer

Above 500 (for every 500 or less) - One additional safety engineer/officer, as above.

- d. Contractor shall indemnify & hold harmless BHEL/Customer & their representatives free from any and all liabilities arising out of non-fulfillment of HSE requirements.
- e. The Contractor shall ensure that the Health, Safety and Environment (HSE) requirements are clearly understood & faithfully implemented at all levels at site.
- f. BHEL shall promote and develop consciousness for Health, Safety and Environment among all personnel working for the contractor. Regular awareness programmes and work site meetings shall be arranged on HSE activities to cover hazard involved in various operations during construction.
- g. The contractor shall arrange suitable first-aid measures such as First Aid Box, trained personnel to give First Aid and install fire protection measures such as adequate number of steel buckets with sand and water to the satisfaction of BHEL/customer.
- h. Non-Conformance on HSE by Contractor (including his Sub-contractors) as brought out during review/audit by BHEL/customer representatives shall be resolved forthwith by Contractor. Compliance report shall be provided to BHEL.
- i. The contractor shall ensure participation of his Resident Engineer/Site-in-Charge in the Safety Committee/HSE Committees meetings arranged by BHEL/customer. The compliance of any observations shall be arranged urgently. He shall assist BHEL/customer to achieve the targets set by them on HSE during the project implementation.
- j. The Contractor shall adhere consistently to all provisions of HSE requirement In case of non-compliance or continuous failure in implementation of any of HSE provisions, BHEL/customer may impose stoppage of work without any cost & time implication to BHEL/customer and /or impose a suitable penalty for non-compliance with a notice of suitable period, upto a cumulative limit of 1.0% (one percent) of contract value. This penalty shall be in addition to all other penalties specified elsewhere in the contract. The decision of imposing stoppage of work, its extent & minor penalty shall rest with BHEL/customer & binding on the contractor.

- k. All fatal accidents and other personnel accidents shall be investigated by a team of Contractor's senior personnel for root cause & recommended corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to BHEL/customer. BHEL/customer shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and co-operation in this regard.

2.15.3.2. **HOUSE KEEPING**

2.15.3.2.1 Contractor shall ensure that a high degree of house keeping is maintained and shall ensure interalia, the following

- a) All surplus earth and debris are removed/disposed off from the working areas to identified location(s)
- b) Unused/Surplus Cables, Steel items and steel scrap lying scattered at different places within the working areas are removed to identified location(s).
- c) All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified locations.
- d) Roads shall be kept clear and materials like pipes, steel, sand boulders, concrete, chips and brick etc., shall not be allowed on the roads to obstruct free movement of men & machinery.
- e) Fabricated steel structural, pipes & piping materials shall be stacked properly for erection.
- f) Water logging on roads shall not be allowed.
- g) No parking of trucks/trolleys, cranes and trailers etc., shall be allowed on roads, which may obstruct the traffic movement.
- h) Utmost care shall be taken to ensure overall cleanliness and proper upkeep of the working areas.
- i) Trucks carrying sand, earth and pulverised materials etc, shall be covered while moving within the plant area.

In case of non-compliance of any of the above, BHEL shall have the liberty to get it done from some other agency at their risk and cost.

2.15.3.3. **HEALTH SAETY AND ENVIRONMENT**

- ☞ The Contractor shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen, and BHEL/customer. Contractor shall ensure deployment of appropriate

equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.

☞ The contractor shall ensure that all their staff and workers wear Safety helmet and Safety shoes. Contractor shall ensure use of safety belt, protective goggles, gloves etc., by the personnel as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.

☞ The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erection of materials and equipment. All lifting equipment shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach thereto, shall be provided by the Contractor before starting the actual operations at night. It is mandatory for contractor to get his workmen medically examined/checked for fitness of work assigned once a year and furnish the certificate to that effect from a RMP/Govt. Hospital.

☞ Hazardous and / or toxic materials such as solvent, coating or thinners shall be stored in appropriate containers.

☞ All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precautions to be taken.

☞ Contractor shall ensure that during the performance of the work, all hazard of the health of personnel have been identified, assessed and eliminated.

☞ Chemical spills shall be contained & cleaned up immediately to prevent further contamination.

☞ All personnel exposed to physical agents such as ionizing or non-ionizing radiation, or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.

☞ Where contact or exposure of hazardous materials could exceed limits or could otherwise have harmful effects, appropriate personnel protective equipment such as gloves, goggles, aprons, chemicals resistant clothing and respirator shall be used.

☞ All persons deployed at site shall be knowledgeable of and comply with environmental laws, rules & regulations relating to the hazardous materials substances and wastes. Contractor shall not dump, release or otherwise discharge or dispose off any such materials without the express authorisation of BHEL/customer.

2.15.4 **DURING JOB EXECUTION**

Implement Health, Safety and Environment requirements including but not limited to as brought out under para 2.15.3. Contractor shall ensure to:

- Arrange workmen compensation insurance, registration under ESI Act, third party liability insurance etc., as applicable.
- Arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of chemical/explosive materials and its use and implement all precautions mentioned thereon.
- Submit timely the completed checklist on HSE activities, monthly HSE report, accident reports, investigation reports etc., as per BHEL/customer requirements. Compliance of instructions on HSE shall be done by Contractor and informed urgently to BHEL/customer.
- Ensure the Resident Engineer/Site in charge of the contractor shall attend all the Safety Committee/HSE meetings arranged by BHEL/Owner. In case of his absence from site that a second senior most personnel shall be nominated by him in advance and communicated to BHEL/customer.
- Display at site office and work locations caution boards, list of hospitals, emergency services available.
- Display posters, banners made available by BHEL for safe working to promote safety consciousness.
- Assist in HSE audits by BHEL/Customer and submit compliance report.
- Generate & submit HSE records/report as per HSE plan.
- Appraise BHEL/Owner on HSE activities at site.

2.15.4.1 RELEVANT IS CODES FOR PERSONAL PROTECTION(suggested)

IS 2925 - 1984	Industrial Safety helmets
IS 4770 - 1968	Rubber gloves for electrical purposes
IS 6994 - 1973 (Part I) IS 8807 - 1978 IS 8519 - 1977	Industrial Safety Gloves (Leather & cotton Gloves) & Body protection devices
IS 1989 - 1986 (Part I & III)	Leather safety boots and shoes
IS 3738 - 1975	Rubber knee boots
IS 5557 - 1969	Industrial and knee boots
IS 6519 - 1971	Code of practice for selection, care and repair of safety Foot Wear
IS 11226 – 1985	Leather safety footwear having direct moulding sole
IS 5983 - 1978	Eye protectors
IS 9167 - 1979	Ear protectors
IS 3521 - 1983	Industrial safety belts and harness

2.15.5 MONTHLY CHECKLIST CUM COMPLIANCE REPORT

(for compliance during execution)

PROJECT :

CONTRACTOR :

DATE :

OWNER :

INSPECTION BY

Note: Write 'NA' wherever the item is not applicable.

ITEM	YES	NO	REMARKS	ACTION
HOUSE KEEPING				
Waste containers provided and Used				
Sanitary facilities adequate and clean				
Passageways and Walkways clear				
General neatness of working areas				
Other				
PERSONAL PROTECTIVE EQUIPT				
Goggles: Shields				
Face protection				
Hearing protection				
Safety shoes provided				
Hand protection				
Safety Belts				
Other				
EXCAVATIONS/ OPENINGS				
Openings properly covered or barricaded				
Excavations shored				
Excavations barricaded				
Overnight lighting provided				
Others				
WELDING, CUTTING				
Gas cylinders chained				

ITEM	YES	NO	REMARKS	ACTION
Upright				
Cables and hoses not obstructing				
Screens or shields used				
Flammable materials protected				
Fire extinguisher(s) Accessible				
Other				
SCAFFOLDING				
Fully decked platforms				
Guard and intermediate rails in place				
Toe boards in place				
Adequate shoring				
Adequate access				
Other				
LADDERS				
Extension side rails 1 m above				
Top of landing				
Properly secured				
Angle ± 70 from horizontal				
Other				
HOIST, CRANES AND DERRICKS				
Condition of slings, chains, hooks, & eyes O.K.				
Inspection and maintenance logs maintained				
Outriggers used				
Signs/barricades provided				
Signals observed and understood				
Qualified operators				
Other				
MACHINERY, TOOLS AND EQUIPMENT				
Proper instruction				
Safety devices				

ITEM	YES	NO	REMARKS	ACTION
Proper cords				
Inspection and maintenance				
Other				
VEHICLE AND TRAFFIC				
Rules and regulations observed				
Inspection and maintenance				
Licensed drivers				
Other				
TEMPORARY FACILITIES				
Emergency instructions posted				
Fire extinguishers provided				
Fire-aid equipment available				
Secured against storm damage				
General Neatness				
In accordance with electrical requirements				
Other				
FIRE PREVENTION				
Personnel instructed				
Fire extinguishers checked				
No smoking in prohibited areas				
Hydrants clear				
Other				
ELECTRICAL				
Proper wiring				
ELCB'S provided				
Ground fault circuit interrupters				
Protection against damage				
Prevention of tripping hazards				
Others				
HANDLING AND STORAGE OF MATERIALS				

ITEM	YES	NO	REMARKS	ACTION
Properly stored or stacked				
Passageways clear				
Other				
FLAMMABLE GASES AND LIQUIDS				
Containers clearly identified				
Proper storage				
Fire extinguisher nearby				
Other				
WORKING AT HEIGHT				
Erection plan				
Safety belts and lanyards; chute lines				
Other				
ENVIRONMENT				
Chemical and other Effluents properly disposed				
Cleaning liquid of pipes disposed off properly				
Water used for hydro testing as per agreed procedure				
Lubricant waste/engine oils properly disposed				
Waste from Canteen, offices, sanitation etc., disposed properly				
Disposal of surplus earth, stripping materials, Oily rags and combustible materials done properly				
Green belt protection Hygienic conditions at labour camps O.K.?				
Availability of First Aid facilities				
Proper sanitation at site, office and Labour camps				
Arrangement of medical facilities				
Measures for dealing with Illness				

ITEM	YES	NO	REMARKS	ACTION
Availability of Potable drinking water for Workmen & staff.				

Signature of Resident Engineer with seal

2.15.6 ACCIDENT CUM FIRE REPORT

(To be submitted by the contractor after every accident within 24 hours of accident)

Name of the site :..... Report No

Contractor :

Name of the injured &

Age :.....

Father's Name :

Sub Contractor M/s :

Date and Time of accident :

Location :

Brief Description of the accident :

Cause of the Accident :

Nature of Injury / Damage :

Medical aid provided / action taken :

Intimation to the local authorities :

Signature of the contractor with seal

Date :

To
Site Incharge / BHEL

2.15.7 SUPPLEMENTARY ACCIDENT & INVESTIGATION REPORT

Project : Supplementary to Report No:

Site : Date :

Contractor :

Name of the Injured :

Age :

Father's Name :

Subcontractor M/s :

Date and time of accident :

Location :

Brief Description and cause of accident :

Nature of injury / damage

Comments from the Medical Practitioner, who attended the victim/injured:

Suggested improvement in the working condition if any:

Loss of man hours and impact on site works:

Any other comment by the safety Officer:

Signature of the contractor
With seal

Date :

To :

**2.15.8 MONTHLY HEALTH, SAFETY AND ENVIRONMENT (HSE)
REPORT**

(to be submitted by each contractor)

Actual work start date:

For the month of:

Project:

Report No.

Name of the contractor:

Status as on:

Name of the work

Name of the Safety Officer:

Item	This month	Cumulative
Total strength (staff + workmen)		
Number of HSE meetings organised at site		
Number of HSE awareness programmes attended at site		
Whether Workmen Compensation Policy taken	Yes / No	
Whether Workmen Compensation Policy is valid	Yes / No	
Whether workmen registered under ESI Act	Yes / No	
Number of fatal accidents		
Number of loss time accidents (other than fatal)		
Other accidents (non-loss time)		
Total number of accidents		
Total manhours worked		
Manhour loss due to fire and accidents		
Compensation cases raised with Insurance		
Compensation cases resolved and paid to workmen		
Remarks		

Date

Safety Officer / Resident Engineer
(Signature & Name)

To
Site Incharge, BHEL

SALIENT PROVISIONS OF CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970

- A. The Act applies to every establishment in which twenty or more workmen are employed or were employed any day in the preceeding twelve months, as contract labour.
- B. **CONTRACTOR**
1. In relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour (OR)
 2. Who supplies contract labour for any work of the establishment and includes a subcontractor.
- C. “Establishment” means:
- i. any office or department of the Government or a local authority, or
 - ii. any place where any industry, trade, business, manufacture or occupation is carried on
- D. “Principal Employer” means:
- In any other establishment, any person responsible for the supervision and control of the establishment.
- E. “Workmen” means:
- Any person employed in or in connection with the work of any establishment to do any skilled, semi-skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be expressed or implied.
- F. Notes – “Contractor” – The definition of the expression “Contractor” has two wings. One is in relation to the establishment in which he contracts to supply labour on contract and another in relation to the contractor himself. Any contractor whose work is to supply contract labour for any work in any establishment, including a sub-contractor will be governed by the Act, provided he is employing twenty or more persons.
- G. An establishment engaged in construction work or manufacturing process might either employ labour through a contractor or it might entrust the execution of the work itself to a contractor who will employ his own workmen.

- H. The usual test is whether the employer has control over the labour and actual execution of the work.
- I. In all other establishment the person in the control of the establishment will be the principal employer. The importance of the definition of the principal employer lies in the fact that it is he who engages the contract labour and who is made responsible for due observance and discharge by the contractor of the duties and obligations enjoyed on him by the Act.
- J. Liability of principal employer in certain cases (Section – 20)
- I. If any amenity required to be provided under Section 16, Section 17, Section 18, or Section 19 for the benefit of the contractor within the time prescribed therefor such amenity shall be provided by the principal employer within such time as may be prescribed.
- II. Responsibility for payment of wages.
- a) Contractor is responsible for payment of wages to each worker employed by him as contract labour and wages shall be paid before the expiry of such period as may be prescribed.
- b) Principal employer will nominate a representative to be present at the time of disbursement of wages by the contractor and certify the amount paid as wages.
- c) It is the duty of the contractor to ensure disbursement of wages in the presence of authorized representative of principle employer.
- d) In case the contractor fails to make payment of wages within the prescribed period or make short payment, then the Principal Employer shall be liable to make payment of wages in full or the unpaid balance due as the case may be to the contract labour employed by the contractor and recover the amount so paid from the contractor either by reduction from any amount payable or as a debt payable by the contractor.
- K. Registers and other records maintained by the contractor (Sec.29)
1. Form – 13 (Rule 75) – Register of workmen employed by the contractor
 2. Form – 14 (Rule 76) – Employment Card –
 3. Form – 15 (Rule 77) – Service Certificate
 4. Form – 16 (Rule 78) (1) (a) (I) – Muster Roll
 5. Form – 17 (Rule 78) (1) (a) (I) – Register of Wages
 6. Form – 18 (Rule (1) (a) (I) – Register of Wages cum Muster Roll
 7. Form – 19 (Rule 78 (1) (b) – Wage Slip
 8. Form – 20 (Rule 78) (1) (a) (ii) –Register of deductions for damage or loss
 9. Form – 21 (Rule 78) (1) (a) (ii) – Register of Fines

10. Form – 22 (Rule 78) (1) (a) (ii) – Register of Advances
11. Form – 23 (Rule 78) (1) (a) (iii) – Register of Overtime
12. Form – 24 (Rule 82) (1) – Half yearly return to be sent by the Contractor to the Licensing Officer.

13. Display of Notice Board with details of work, No. of workers engaged, Rate of wages paid, date of payment of wages, date of payment of unpaid wages, name of the Principle employer, Name and address of the Inspecting Officer in Hindi, English and local languages at a prominent place.

14. Display of Labour Licence obtained from the Licencing officer

15. Display of Extract of Contract Labour (Regulation and Abolition) Act 1970 in Hindi, English and local languages.

L. Compliance by the contractor on commencement of work and completion of work.

1. Application for licence in Form – IV (Rule 21 (1) to be submitted to the Licensing Authority along with Form – V – Form of Certificate by the Principle Employer for obtaining labour License.

2. On obtaining labour licence, Form VI – A rule 25 (2) (viii) to be submitted by the contractor regarding commencement / completion of contract work to the Licensing Officer /Inspecting Authority.

3. Form – VII Rule 29 (2) to be submitted by the contractor for application of renewal of license.

S.17 Rest Rooms

(1) In every place wherein contract labour is required to halt at night in connection with the work of an establishment.

a. to which this Act applies and

b. in which work requiring employment on contract labour is likely to continue for such period as may be prescribed.

These shall be provided and maintained by the contractor for the use of contract labour such number of rest rooms or such other suitable alternative accommodation within such time as may be prescribed.

(2) The rest rooms or the alternative accommodation to be provided under sub-section (1) shall be sufficiently lighted and ventilated and shall be maintained in a clean and comfortable condition.

S.18 Other facilities

It shall be the duty of every contractor employing contract labour in connection with the work of an establishment to which this Act applies, to provide and maintain:

- a. sufficient supply of wholesome drinking water for the contract labour at convenient places;
- b. sufficient number of latrines and urinals of the prescribed specification so situated as to be convenient and accessible to the contract labour in the establishment; and
- c. Washing facilities:

S.19 First aid facilities:

1. These shall be provided and maintained by the contractor so as to be readily accessible during all working hours and a first aid box equipped with the prescribed contents at every place where contract labour is employed by him.
 2. Every principal employer shall nominate a representative duly authorized by him to be present at the time of disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in such manner as may be prescribed.
 3. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of the principal employer.
3. In case the contractor fails to make payment of wages within the prescribed period or makes short payment then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amounts so paid from the contractor either by deduction from any amount payable to the contractor under the contract or as a debt payable by the contractor.

II. SALIENT PROVISIONS AND COMPLIANCE OF WORKMEN'S COMPENSATION ACT 1923

- A. An Act which provides for payment by certain Classes of employers to the workmen compensation for the injury by accident.
- B. Employer's liability for compensation – Sec 3 – If personal injury is caused to a workmen by accident arising out of and in the course of employment, his employer shall be liable to pay compensation in accordance with the provisions of this Act.
- C. Compensation to be paid when due and for default, penalty will be levied from the contractor.
- D. For the purpose of calculation of compensation as per the Act,
 - 1) the monthly wages means average amount payable for a month of service to the workmen, during the twelve months preceding the accident.
 - 2) Employee who is drawing monthly wages of more than Rs.4000/- would be treated as four thousand.
 - 3) Employees who are drawing monthly wages of less than Rs.4000/- the monthly wages would be the actual wage drawn.
- E. Where temporary settlement – whether total or partial results from the injury, a half monthly payment of the sum equivalent to 25% of monthly wages of the workmen is to be paid by the employer to the workmen.
- F. No payment of compensation in respect of a workmen whose injury has resulted in death, and no payment of lump sum as compensation to a women or a person under legal disability shall be made otherwise by depositing to the Commissioner and no such payment made directly by an employer shall be deemed to be a payment of compensation.
- G. In case of fatal accident , the employer is to submit Form EE Rule – 11 – Report of Fatal Accident to the workmen's compensation Commissioner within 72 hours from the date of occurrence of accident.
- H. Employer should deposit the compensation for fatal accident in Form 'A' to the workmen Commissioner.
- I. In case of partial permanent disablement, memorandum of agreement in Form K,L,M are to be registered with Workmen Compensation Commissioner before disbursing the compensation amount to the Workmen.

III. SALIENT PROVISIONS AND COMPLIANCE OF EMPLOYEES’ STATE INSURANCE ACT 1948

- A. An Act to provide for certain benefits to employees in case of sickness, maternity and employment injury and to make provision for certain other matters in relation thereto.
- B. An employee means any person employed for wages in or in connection with the work of a factory or establishment to which this Act applies and
1. Who is directly employed by the Principal employer or on any work of, incidental or preliminary to or connected with the work of, the factory or establishment whether such work is done by the employee in the factory or establishment or elsewhere or
 2. Who is employed or through and immediate employer on the premises of the factory or establishment or under the supervision of the principle employer or his agent on work which is ordinarily part of the work of the factory or establishment or which is preliminary to the work carried on in or incidental to the purpose of the factory or establishment ; or
 3. Whose services are temporarily lent on hire to the principal employer by the person with whom the person whose services are so lent or let on hire has entered into a contract of service; and includes any person employed for wages on any work connected with the administration of the factory or establishment or any part, department or branch thereof or with the purchase of raw materials for, or the distribution or sale of the products of, the factory or establishment;
 1. (or any person engaged as an apprentice, not being an apprentice engaged under the Apprentices’ Act, 1961 (52 of 1961), or under the standing orders of the establishment: but does not include)
 2. (a) any member of the Indian naval, military or air forces; (or)
(b) any person so employed whose wages(excluding remuneration for overtime work) exceed (Such wages as may be prescribed by the Central Government) a month:

Provided that an employee whose wages (excluding remuneration for overtime work) exceed (such wages as may be prescribed by the Central Government) a month at any time after (and not before) the beginning of the contribution period, shall continue to be an employee until the end of that period;

- C. ‘Principal employer ‘mean’
- (i) in a factory, the owner or occupier of the factory and includes the managing agent of such owner or occupier, the legal representative of a deceased owner or occupier, and where a person has been named as the

manager of the factory under the Factories' Act 1948 (63 of 1948), the person so named;

- (ii) in any establishment under the control of any department of any Government in India, the authority appointed by such Government in this behalf or where no authority is so appointed, the head of the department;
- (iii) in any other establishment, any person responsible for the supervision and control of the establishment.

D. Compliance by the Contractors:

- (i) To open ESI Code No. for remitting the contribution both employer and employee every month for the workmen engaged by them.
- (ii) Remitting the contributions in the prescribed format in Form – 6 regularly every month.
- (iii) Submission of Form – 1, Form – 1 A, Form – 1B, Form –4, Form – 4A, Form –1 6 (Accident Report) and Form – 17.
- (iv) Monthly details of remittance along with salary should be submitted to BHEL.
- (v) Yearly return of details of Wages, details of ESI recovery, details of remittance to be submitted to BHEL.
- (vi) On completion of the work ESI clearance certificate obtained from local ESI authorities is to be submitted to BHEL for enabling to release the final bill.

E. Wherever ESI Act is not applicable, the contractors shall have to cover their employees under Workmen Compensation Act 1923 by availing an insurance policy under the scheme of WC Insurance.

F. All Government owned Insurance companies issue Workmen Compensation Insurance Policies as per term applicable. Insurance shall cover all Workmen employed by the contractor on any given date.

IV. MINIMUM WAGES ACT 1948

Salient features

- A. An Act to provide minimum statutory wages for scheduled employment and to provide maximum daily working hours, weekly rest and overtime.
- B. It applies to all establishments employing one or more persons in any scheduled employment
- C. Compliance by the contractor
 - (i) To pay the prescribed minimum wages or more to the Workmen engaged by them.
 - (ii) Displaying abstract of the Act in English and local language in Form 9-A
 - (iii) Submission of Annual Return in Form – 3 to the statutory authorities.

V. EMPLOYEES' PROVIDENT FUND AND MISCELLANEOUS PROVISION ACT 1952

(Salient features)

- A. An Act to provide for the institution of Provident Funds, Pension and Depositing in Linked Insurance Fund.
- B. It applies to all Contract Labour employed by the Contractor even for casual labour since the Principal Employer's establishment where the contractor is executing a job has already employed more than 20 workmen.
- C. The Act includes the contract labour as an employee who is employed for Wages in any kind of work and who gets his wages directly or indirectly from the employer and includes any person employed by or through a Contractor in or in connection with the work of the establishment.
- D. Compliance by the Contractor:-
 - (i) The contractor should apply for PF Code while submitting his Annual Balance Sheet and other documents required to the Regional provident Fund Commissioner.
 - (ii) If not, the contractor should get an additional code number from the Principal employer's code number and deposit the PF remittances regularly.
 - (iii) Copies of monthly remittances on the prescribed forms should be submitted to BHEL as a proof of compliance along with wage sheet.
 - (iv) Yearly submission of return indicating month wise salary, recoveries of PF and employers contribution and total reconciliation of the above in Form – 3A
 - (v) On joining the above scheme, Membership form, Nomination forms and other related forms are to be submitted to PF authorities by the contractor.

(vi) On completion of the works, the contractor should obtain a clearance certificate from PF authorities with total reconciliation of wages paid, PF recovered and remitted as per extant rules of the above Act for further processing of final bills by BHEL.

(vii) The contractor shall also arrange to obtain yearly statements of PF remittances from PF authorities in respect of each employee for whom he has remitted PF Monthly and issue the same to concerned workmen periodically.