

**GENERAL CONDITIONS OF CONTRACT  
FOR  
CONSTRUCTION WORKS**

**BHARAT HEAVY ELECTRICALS LIMITED  
(A Government of India Undertaking)  
Power Sector, Southern Region,  
Service After Sales - Ek Tara Building,  
39, Sarojini Devi Road, Secunderabad 500 003, A.P**

**GENERAL CONDITIONS OF CONTRACT FOR WORKS IN  
POWER SECTOR OF BHARAT HEAVY ELECTRICALS LIMITED**

**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 superscribing 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" and shall be posted with the 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 and fax may 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.
- 1.1.7 TENDERER MUST FILL UP ALL THE SCHEDULES AND FURNISH ALL THE REQUIRED INFORMATIONS 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 figure, 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. Erasers and overwritings are not permitted and may render such tenders be liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

**1.2 QUALIFICATIONS 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.

**1.3 DATA TO BE ENCLOSED :**

Full information shall be given by the tenderer in respect of the following. Non submission of these informations 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 so solvency certificate from the concerned Governments authority. Informations required in Appendix – I 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 there for 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 the period.

**1.3.3 PREVIOUS EXPERIENCE :**

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

**1.3.4 ORGANISATION CHART:**

The organization pattern that are 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.

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 the Notary Public shall be enclosed.

1.3.8 IN CASE OF COMPANIES : Date and place of registration including date of commencement certificate in case of public companies certified copies of Memorandum and Articles of Association are also 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 tender 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 EARNEST MONEY DEPOSIT :**

1.4.1 Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. The rate of earnest money deposit shall be as under:

- EMD for this work shall be Rs.2.00 Lakhs
- One time Permanent EMD with PSSR-Chennai and PSSR-SAS-Sec'bad also be considered subject to receipt provided.
- One time PEMD with other sister units are not considered.

For all Capital Works costing more than Rs. 100 lakhs maximum EMD will be Rs. 2 lakhs.

One time EMD will also be Rs. 2 lakhs.

EMD is to be collected in cash ( as permissible under Income Tax Act ). Pay Order or Demand Draft only.

However,

- i) The EMD may be waived in exceptional cases for reasons to be recorded and approved by the Unit Head not below the rank of GM.
- ii) One time EMD (lumpsum amount ) for exemption from payment of EMD with each tender may be permitted by next higher authority not below the rank of AGM limited to Unit Head.

1.4.2 EMD by the Tenderer will be forfeited as per Tender Documents if

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI/contract is silent in this regard then within 15 days after award of contract.

1.4.3 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.

1.4.4 EMD shall not carry any interest.

NOTE : Cheques, Currency Notes, Money Orders or Postal Orders will not be accepted.

#### **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

**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 the Bharat Heavy Electricals Limited, calls for negotiations, such negotiations shall not amount to cancellation or withdrawals of the original offer which shall be binding on the tenders.

**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 successful tenderer shall be required to execute an agreement in the prescribed form Annexure 'D' with the 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.

The text of acceptance of Letter of Intent should be read as follows :

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

**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. The amount should be deposited within one month from the date of Letter of Intent or early.

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

1.8.2.1 In the case of work costing upto Rs. Ten Lakhs:10% of the contract value

1.8.2.2 In the case of work costing above Rs. 10Lakhs upto Rs. 50 Lakhs :

1 Lakh + 7 ½% of the amount exceeding Rs:10Lakhs.

1.8.2.3 In the case of working costing more than 50 Lakhs :

Rs: 4Lakhs + 5% of the amount exceeding Rs:50Lakhs.

1.8.3 The Security Deposit may be deposited in any one of the following forms :

1.8.3.1 The total Security Deposit as indicated in the Letter of Intent can be paid in Cash to Cashier of BHEL Power sector within the time limit Stipulated in the letter of Intent.

(or)

1.8.3.2 50% of Security Deposit as indicated in the letter of Intent can either be paid in cash to the cashier of Power Sector BHEL or submitted in the form of Bank Guarantee in the prescribed proforma, the validity being up to completion of work as stipulated in Letter of Intent and balance deposit 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 1.4.3 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 realized 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 of 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.

- 1.8.10 No interest shall be payable by BHEL on Earnest Money, Security Deposit / or on any money due to the Contractor by BHEL.

#### 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 reserved 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 amongst two or more tenderers.
- 1.9.1.3 To award the work in part.
- 1.9.1.4 Either of the contingencies stated (1.9.1.2) and (1.9.1.3) above to modify the time for completion suitably.
- 1.9.2 Conditional and unwitnessed tenderers, 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 Canvassing in any form in connection with the tenders submitted by the Contractors who resort to canvassing 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 tenderer or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.9.8 The successful tenderer should not sub-contract the part of complete work detailed in the tender specification undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.

## 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.L. Ltd.) shall mean Bharat Heavy Electrical 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 authorized to deal with any matters with which these persons are concerned in 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 MANGER", "RESIDENT MANAGER", "SITE ENGINEER", "RESIDENT ENGINEER" and "ASSISTANT SITE ENGINEER" of BHEL at the site as well s 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.
- 2.1.6 "CONTRACTOR" shall mean the individual, firm or company who enters in to this 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 Quantities, if any and general conditions of contract, the special conditions of contract, instructions to the tenders, 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 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.
- "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 issue 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 conforming to the specifications of the contract.
- 2.1.13 "PLANT" shall mean and connote the entire 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 & 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 so requires. Works 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 heading 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 calender month.
- 2.1.21 "WRITING" shall include any manuscript type written or printed statement under the signature or seal of BHEL as the case may be.

## **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 Secunderabad, Andhra Pradesh 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, of this contract.

## **2.3 ISSUE OF NOTICE**

The contractor shall furnish to the BHEL Engineer the name, designation and address of his authorized 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 authorized 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** 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 Deposit 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.

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

2.5.2 The transported equipment erected / constructed Plant or work performed under the contract as per 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 only by "Account Payee Cheques".

2.6.2 Release of payment will take at least 45 days from the date of submission of bills to Resident Manager BHEL.

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 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 the prescribed proforma and work out the financial value. These will be entered in M book and signed by both the parties and paid for duly effecting recoveries due.
- 2.6.5 All recoveries due from the contractor for the month / period shall be effected in full from this corresponding running bills unless specific approval from the competent authorities is obtained otherwise.
- 2.6.6 The contractor shall present his bill on the form prescribed by BHEL for every payment. After verification of such bills by BHEL, all items having financial value shall be entered and certified in BHEL Measurement Book by BHEL Engineer and the bill prepared based on the same and connected technical documents which form part of this tender specification.
- 2.6.7 Lumpsum omission will be entered for deduction. Measurement shall be restricted to that for which it is required to ascertain financial liability of BHEL under this contract.
- 2.6.8 Work which is to be measured in detail shall be measured as per standard procedure without referenced to any local procedures excepting where it is otherwise stated in the tender documents, The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contract.
- 2.6.9 If any time due to any reason whatsoever, it becomes necessary to remeasure the work done in full or in part, the expenses towards such measurement shall be borne by the contractor.
- 2.6.10 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.
- 2.6.11 The measurement entered in the measurement books and the bills prepared shall be signed and dated by both the contracting parties.
- 2.6.12 The contractor will be intimated in writing by the site Engineer of the proposed date of measurement. If the contractor's representative fails to participate in the joint measurement, the BHEL Engineer shall have the power to proceed by himself to take measurement in which case the measurement shall be accepted by the contractor as final.
- 2.6.13 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 later date by BHEL.
- 2.6.14 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" certificate. 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, non-fulfillment 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/after 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 his customer.
- 2.7.3 To terminate the Contract after due notice to 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, sub-letting of the contract without BHEL's permission.
  - 2.7.3.7 Non-fulfillment 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 losses sustained including BHEL's supervision charges and overheads for completion on termination of contract and to impose penalty for delay in completion of the work, at the rate of 12% of the contract value per week of delay or part thereof subject to a ceiling of 10% of 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 contracts 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 contractors, failure to fulfill 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 there in are indicative and approximate and the rates quoted shall not 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 un-interrupted 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 religious and other customs.
- 2.8.3 The contractor shall comply with all State and Central Law, Statutory Rules, Regulation etc., such as:  

The payment of Wages Act, Minimum Wages Act, Workman Compensation Act, Employer's Liability Act, Industrial Dispute Act, Employees Provident Fund Scheme, Employee's State Insurance Scheme. Contractor 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 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.
- 2.8.4 The Contractor shall pay all taxes, fees, license, charges, deposits, duties, tools, royalty, commissions or other charges, which 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.
- 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 the 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 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 of 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 contractors 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 attribute 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 work men. A pay roll sheet giving all the payments given to the workers and duly signed by the contractors 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 contractor 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.

## 2.9 **CONSEQUENCES OF CANCELLATION :**

Whenever BHEL exercise its authority to terminate the contract/withdraw a portion of work under the clause 2.7 they may complete the work by and means at the contractors 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 received from the contractor by any other means. This will be in addition of the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

- 2.9.1 In case BHEL completes the work under the provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contract under this condition shall consist of materials purchased and/of labour provided by BHEL 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 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 contractor shall insure his staff against accidents. 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 of 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 of 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 BHEL shall arrange the security for the equipment / materials. However, it will be also the responsibility of the Contractor to take care of the equipment for its safety.

**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 restoring 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 purpose 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 :**

Even though 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 conclusion shall, after written notice by either part to the contract to other party by referred to sole arbitration of General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions, of the Arbitration and conciliation Act, 1996.

The parties to the contract understand and agreed that it will have no objection than the General Manager or the person nominated as arbitrator had earlier in his official capacity to deal 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 place from which the contract is issued or such other place as the arbitrator at his discretion may determine.

## **2.15 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY TO MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT**

- 2.15.1 The BHEL Code for safety management at Power Station / Plant, construction site shall be followed for this work. The copy of the same will be issued before the start of work.
- 2.15.2 During negotiations before placing of work order and during execution of the contract BHEL shall have right to review and suggest modifications in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
- 2.15.3 The contractor should indicate with bid the safety plan. The safety plan should indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, material and environmental during the execution of the work. The contractor must deploy a safety personnel exclusively for this work. In case contractor fails to deploy the right safety personnel, BHEL has right to deploy safety personnel and recover the charges for the same from running bills. During the course of construction, alternation or repairs, scrap, lumber with protruding nails, sharp edges etc. and all other debris shall be kept cleared from working areas, passage ways and stairs in and around site. Proper house keeping is the responsibility of the contractor.
- 2.15.4 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
- 2.15.5 All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc., used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and form time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.
- 2.15.6 All electrical equipment, connections and wiring for construction power its distribution and use shall conform to the requirements of Indian Electricity Act & Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.
- 2.15.7 The contractor shall not use any hand-lamp energized by electric power with supply voltage of more than 20 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts. 24 volts transformer should be arranged by the contractor at his cost.
- 2.15.8 The contractor shall adopt all fire safety measures as laid down in the "Code for Fire Safety at Construction Sites" issued by the Safety Department of the

Construction Management (HQ) of BHEL and as per directions of the authorized BHEL officials. A copy of the above referred "Code for Fire Safety at Construction Sites" shall be made available by BHEL to the contractor for reference, on demand by the contractor during tendering stage itself.

- 2.15.9 Where it becomes necessary to provide and/or store petroleum products, explosives, chemical and liquid or gaseous fuel or any other substances that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Acts, Explosives Act, Petroleum & Carbides of calcium Manual of the Chief Controller of Explosives, Govt. of India, etc. Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in such matters.
- 2.15.10 The contractor shall arrange at his cost (whenever not specified) appropriate illumination at all workspots for safe working when natural daylight may not be adequate for clear visibility.
- 2.15.11 The contractor shall be held responsible for any violation of statutory regulations (local, state or Central) and BHEL instruction, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agency's cost of damage if any, to life property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.
- 2.15.12 In case of fatal or disabling injury accident to any person at construction site due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his / her dependents. Before imposing any such penalty appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.
- 2.15.13 In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.
- 2.15.14 In case of any delay in the completion of a job due to mishaps attributable to laps by the contractor, BHEL shall have right to recover cost of such delay from Payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- 2.15.15 If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; and or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after given a notice of not less then seven days indicating the steps that would be taken by BHEL.
- 2.15.16 The contractor shall submit report of all accidents, fires and property damage, dangerous occurrences to the authorised BHEL official immediately after such occurrence, but in any case not latter than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition periodic reports on safety shall also be

submitted by the contractor to the authorized BHEL official from time to time as prescribed.

- 2.15.17 Before commencing the work, the contractor shall appoint / nominate a responsible official to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
- 2.15.18 If safety records, of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of any appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.
- 2.15.19 Combustible scrap and debris shall be removed at regular intervals during the course of construction. Safety means shall be provided by the contractor to facilitate such removal. If this is not done regularly BHEL will get the job done and debit the cost of contractor.
- 2.15.20 Rigging equipment for material handling shall be inspected prior to use of each shift and as necessary during its use to ensure that it is safe. Defective rigging equipment shall be removed from service. Necessary test certificates have to be provided by the contractor for the rigging and handling equipment brought by them. Otherwise this will have to be done by BHEL and the cost will be debited to contractor.
- 2.15.21 Rigging equipment shall not be loaded in excess of its recommended safe working load.
- 2.15.22 The rigging equipment shall, when not in use, be removed from the immediate work area so as not to present a hazard to employees.
- 2.15.23 The contractor will notify the Engineer, of his intention to bring on to site any equipment or container, with liquid or gaseous fuel or other substance that may create a hazard. The Engineer shall have the right to prescribe the conditions under which such equipment or container may be handled and used during the performance of the works and the contractor shall strictly adhere to such instructions. The engineers shall have the right to inspect any construction plant to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition shall be entertained.
- 2.15.24 Valve protection caps shall be in place and secured.
- 2.15.25 Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently.
- 2.15.26 When cylinders are transported by powered vehicles they shall be secured in vertical position.
- 2.15.27 All workmen of the contractor working in construction area shall wear safety belt when working at heights. Contractor shall ensure his workmen against all accidents and the policy shall be presented to BHEL Engineers on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case the contractor fails to provide necessary safety equipment along with BHEL will provide the same to the workers and recover the cost of equipment along with BHEL overheads. All the above safety conditions are not exhaustive but give an idea for the contractor and the contractor shall adhere to the safety precautions given by the BHEL Engineers at site. Such of the workmen who do not follow safety precautions will be sent out from the site. They will not be allowed to work until they fulfill safety regulations.

The safety appliances must conform to the Indian Standard (Latest edition) specified below :

- |    |                                 |   |
|----|---------------------------------|---|
| 1. | Safety Helmets                  | IS 2925 – 1984  |
| 2. | Safety Belts                    | IS 3521 – 1989  |
| 3. | Safety Shoes                    | IS 1989 – 1986 (PART II)  |
| 4. | Eye and Face Protection devices | IS 8520 – 1977<br>IS 8940 – 1978  |
| 5. | Hand & Body Protection devices  | IS 2573 – 1983<br>IS 6994 – 1973 (PART I)<br>IS 8807 – 1978<br>IS 8519 – 1977 |

- 2.15.28 Contractor shall arrange at his cost suitable flood lighting arrangements at various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area.
- 2.15.29 The contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulations / provisions and or as called upon by the BHEL Engineer from time to time.
- 2.15.30 All electrical equipment which are deployed for construction shall be earthed adequately in accordance with statutory electricity regulations.
- 2.15.31 The contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part found to be unsafe and hazardous.
- 2.15.32 The contractor shall ensure the safety of all the workmen, material and equipment either belonging to him or to others working at site.
- 2.15.33 It will be the responsibility of the contractor to ensure safe lifting of the equipment, taking due precaution to avoid any accidents and damage to other equipment and personnel.
- 2.15.34 The contractor shall provide necessary First Aid facilities for all his employees, representatives and workmen working at site. The First Aid Boxes should be placed on various elevations to make them available within the reach and at the quickest possible time. The contractor should conduct periodical First Aid classes to keep his supervisors and engineers properly trained for attending to any emergency.
- 2.15.35 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific for fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract. Contractor should nominate one of his supervisors to coordinate and for implementation of safety measures.
- 2.15.36 Contractor shall provide enough fire protecting equipment at his office, temporary structures, labour colony area and at work spot. Access to such fire protection equipment shall be easy and keep open at all times. The fire

extinguishers should be properly refilled and kept ready which should be dried at periodic interval. The date of charging should be marked on the cylinders. Compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring.

- 2.15.37 The contractor at his cost remove from vicinity of work, all scrap packing materials, rubbish unused and other materials and deposit them in places specified by BHEL Engineer to keep the work site clean and tidy.
- 2.15.38 The contractor shall take necessary precautions in all and arrange for appropriate appliances as per direction of BHEL to prevent loss of human lives, injuries to personnel engaged and damage to properties.
- 2.15.39 All electric tools must have plugging system and earthing.
- 2.15.40 The contractor has to necessarily use steel scaffolding materials only. Wooden scaffolding materials are strictly prohibited.

**SECTION - III**

**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 contractor 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)

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 therefore such amenity shall be provided by the principal employer within such time as may be prescribed.

**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 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 subsection (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. A sufficient supply of wholesome drinking water for the contract labour at convenient places;
- b. a sufficient number of latrines and urinals of the prescribed 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 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.
4. In case the contractor fails 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.

**ANNEXURE – ‘A’**

**PROFORMA FOR BANK GUARNATEE FOR EARNEST MONEY DEPOSIT**

(To be issued in appropriately valid non-judicial paper) However, this is not applicable for this contract because you have to pay either through D.D. or Cash o Pay Order

This Deed of Guarantee made this ..... day of 20..... by .....Bank Ltd., in favour of Bharat Heavy Electrical Limited, Power Sector - Southern Region, Services After Sales Division, 39, Sarojinidevi Road, Secunderabad – 500003 having its Registered Office at New Delhi.

Whereas Messrs. .... (hereinafter called the tenderer) have submitted a tender ..... in response to tender specification No. .... (hereinafter called the said tender documents) of M/s. Bharat Heavy Electricals Lintied, Power Sector, having its Registered Office at BHEL House, Siri Fort, New Delhi – 110 049. (hereinafter called the company)

And whereas the said tender documents provides that the tenderer shall pay a sum of Rs..... (Rupees ..... ) towards Earnest Money Deposit to be made in the form and manner therein specified.

And whereas the Tenderer ..... have approached

..... Bank Ltd. and at their request and in consideration of the arrangement arrived at between the said tenderer and the said Bank, the said Bank has agreed to give such guarantee as hereinafter mentioned to the aforesaid company.

Now, therefore, these presents witness that we ..... Bank Limited by the hand of Sri ..... its lawfully and duly constituted attorney do hereby undertake to pay the aforesaid Company a sum of Rs. ....(Rupees..... )

by virtue of this Guarantee against any loss or damage caused to or suffered by the said tenderer of any of the terms, conditions, stipulations undertaking or any of them contained in the said tender documents, and for the payment of any money or moneys payable by the said tenderer to said company under the terms and conditions of the tender documents (the decision regarding the breach, loss/damage, or payment due being solely in the discretion of the said Company. We further undertake to pay the aforesaid amount in a lumpsum on demand irrespective of the face whether the said tenderer admits or denies such claim on questions its correctness in any Court, Tribunal or Arbitration proceedings before any authority.

The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession for the time being granted by the said company to the tenderer in or for fulfilling the conditions of the tender documents and the guarantee with remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said tender documents 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 of the terms and/or conditions of the said tender documents is hereby specifically waived by us. Further, we shall not be released from this guarantee by any forbearance of the exercise or non exercise of any of the powers or rights under the said tender documents by the said company against the tenderer irrespective of whether notice of such for bearance, enforcement or non-enforcement of any powers of rights, modifications or change made in the said tender documents or concessions shown to the tenderer by the company is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the tenderer but shall in all respects and for all purpose be binding and operative until all payments of all moneys due or that may hereafter become due to the said company in respect of any liability or obligation of the tenderer under the said tender documents.

We, the said Bank further agree that the guarantee hereinafter contained shall remain in full force and effect during the period that would be taken for the finalization of the tender and executions of agreement therefore, and that it shall continue to be enforceable till the required Security Deposit is deposited by the successful tenderer, as stipulated in the said tender documents or till the company certifies that the terms

and conditions of the said tender documents have been fully and properly carried out by the said Tenderer and accordingly discharge the guarantee subject however to that the Company shall have no rights under this guarantee after the expiry of 180 days from the date of its executions.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts at Hyderabad only.

And lastly, the ..... Bank undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

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 powers to do so on its behalf under the power of

Attorney dated ..... granted to him by the proper authorities of the Bank

DATE

THE

DAY OF

Bank of constituted

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

- No. : 1. To be countersigned by the State Bank of India or Reserve Bank of India if it is executed by other schedule banks.
2. No deviation from the above can be accepted.

**ANNEXURE – ‘B’**

**BANK GUARANTEE FOR SECURITY DEPOSIT (PROFORMA)**

In consideration of the Bharat Heavy Electrical Limited, having its registered office at BHEL House, Siri Fort, New Delhi-110 049 the concerned division being Power, Sector, Southern Region, located at Services After Sales Division, 39, Ek Tara Building, Sarojinidevi Road, (hereinafter called BHEL)

Having agreed to exempt ..... (hereinafter called “the said contractor(s)” from the demand, under terms and conditions of agreement dated ..... made between BHEL and ..... for ..... (hereinafter called “the said Agreement) of security deposit for the due fulfillment by said contractors of the terms and condition contained in the said agreement, on production of bank guarantee for Rs. .......(Rupees ..... only).

1. We ..... (hereinafter referred to as “the Bank”at the (indicate the name of Bank)

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 reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We .....do hereby undertake to pay the amounts (indicate the name of Bank)

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 or 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 deamand 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. We ..... Undertake to pay to BHEL any money so demanded not (indicate the name of Bank)  
  
withstanding any dispute or disputes raised by contractor(s) suppliers(s) in any suit or processing 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. .... further agree that the guarantee herein contained shall (indicate the name of Bank)  
  
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 or form 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 of 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 Conference(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for its 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. We ..... lastly undertake not to revoke this guarantee  
(indicate the name of Bank )  
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  
SERVICES AFTER SALES,  
39, SAROJINI DEVI ROAD, SECUNDERABAD – 500 003.

Address of the Bank in full

Dated the ..... day of ..... 19.

Pin Code :  
Telegraphic Code : For .....  
Telex No. : (Indicate the name of Bank)  
Fax No. :

Witness :

1.

2.

**ANNEXURE – ‘C’**

**PROFORMA OF PERFORMANCE BANK GUARANTEE**

1. This deed of guarantee made this ..... day of 20 .....  
by ..... Bank Ltd. ....  
in favour of Bharat Heavy Electricals Limited, Power Sector, Southern Region,  
Services After Sales Division, 39, Ek Tara Building, Sarojinidevi Road, Secunderabad  
- 500003 having its Registered Office at BHEL House, Siri Fort, New Delhi – 100 049.
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 executed a performance bank  
guarantee for indemnifying the principal to the extent to  
..... and whereas the said Messrs.  
..... have approached ..... Bank 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 Shri ....., It 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 sings 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 receipt of payment and also for breach of the terms and  
conditions of contract. We therefore undertake to pay the said amount in a lumpsum  
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 Messrs. .... in 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 charge 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 a ny forbearance of the exercise or non-exercise of any of the power of rights under the said Agreement by the said Principal against the Messers. .... Irrespective of whether notice of such forbearance of enforcement or non-enforcement of any powers of 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 untile 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 discharge or till the Principal certifies 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 subjects to however that the Principal shall have to right under this guarantee after the expiry of .... from 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 of Hyderabad 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 powers to do so under the Power of Attorney dated ..... granted/by the proper authorities of the Bank.

9. The guarantee is valid up to ..... and unless a demand is made under this guarantee within six months from ..... all the rights of the Principal under the guarantee shall be forfeited and we the ..... Bank shall 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 – ‘CC’**

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

This Deed of Guarantee made this .....day of ..... between ..... (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 ct, 1956, having its Registered Office at “BHEL HOUSE”, Siri Fort, New Delhi – 110 049 through this Unit/Division at Services After Sales Division, 39, Ek Tara Building, Sarojinidevi Road, Secunderabad - 500003 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. .... (hereinafter called the Supplier / Contractor) has entered into a contract No. .... dated ..... (hereinafter called “the Contract”) with the company for .....

AND WHEREAS the Contractor 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 Contractor. 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 on them 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 cause to or suffered by the Company by reason of the Company not being also 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 extent 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 o 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 for bearance 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 an 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 after ..... years 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 in 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 power to do so on its behalf under the power of Attorney dated ..... granted to him by the proper authorities of the Guarantor.

8. "We ..... undertake to pay to BHEL any money so demanded not  
(indicate the name of Bank)

withstanding 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 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)  
Services After Sales, Ek Tara Building,  
39, S.D.Raod, Secunderabad – 500 003.

**CONTRACT AGREEMENT**

**AGREEMENT NO. BHEL/PSSR/SAS/SCT/GK1115-078/T.No.028/ 2008-09**

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/PSSR/SAS/SCT/VZ1117-098/T.No.04/ 2008-09**

DATE :

This agreement made this day, the .....  
between the Bharat Heavy Electricals Limited, Power Sector, Services After Sales  
Division, Secunderabad – 500003 having its Registered Office at BHEL House, Siri  
Fort, New Delhi – 110 049. (hereinafter called the FIRST PARTY) of one part and  
Messrs. .... (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 rate (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 no ..... dt ..... from .....  
Bank ..... Valid up to ..... towards initial 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 Bank 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. .... only) from the bills forthwith in one installment 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 all 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 the 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 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, SERVICES AFTER SALES, SECUNDERABAD – 500003.**
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 Contractor  
(To be signed by a person)  
holding valid power of Attorney  
of the company)

WITNESSES :

For and on behalf of the  
**BHARAT HEAVY ELECTRICALS LTD.**

1.

2.

**IMPORTANT NOTE**

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

***Attach separate sheet if necessary***

***Bids with incomplete particulars  
Will be summarily Rejected***

## APPENDIX – I

**SECTION IV  
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 last three financial years (only in Construction of Power Plants) Rs.
3. Value of fixed assets of the Business in last three years. 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 three years Rs.
7. Please state whether Audited profit and Loss Account and Balance Sheet for the last 3 years are Enclosed.

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)
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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 field wise. (Attach separate sheets if necessary).

## APPENDIX - III

## 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 contact	No. of skilled/un-skilled 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

Sl. 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.	Description & 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 take 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 medicals, conveyance and other amenities he is planning to provide for staff & workers in a separate sheet.

Signature of the Tenderer

## APPENDIX – V

**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.

**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**  
**APPENDIX – II**  
**ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS**

SIN o.	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, enggr/Supervisor	No. of strikes, work stoppages with duration & man days 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 acci/deaths	Details of safety equipments provided for workers
1	2	3	4	5	6	7	8	9	10	11	12

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Signature of the Tenderer

**APPENDIX - III  
ORGANISATION STRUCTURE**

**SECTION V**

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 Description	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**

Sl. No.	Category	Total No. on rolls	No. Proposed to be deployed at site for this job
1.	Supervisors / Foreman		
2.	Storekeepers		
3.	Crane Operators		
4.	Compressor Operator		
5.	Mill Wright Fitter		
6.	Pipe Fitters		
7.	Instrument Fitter		
8.	General Fitter		
9.	Electrician		
10.	Sarang		
11.	Rigger		
12.	Carpenter		
13.	Painter		
14.	Tinsmith		
15.	Sheet Metal Fabricator		
16.	Pipe Fabricator		
17.	Cable Jointer		
18.	Heavy Vehicle Driver		
19.	Light Vehicle Driver		
20.	Mason		
21.	Refractory Mason		
22.	Semi-skilled Worker		
23.	Unskilled Worker		
24.	Helpers		

Signature of the Tenderer

**C) WELDERS**

Sl. No.	Name	Specialisation (Tig / Alloy / Arc / Carbon arc / Structural)	Period of Experience	Average Nos. 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 proposed 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 Synchronization	Remarks if any
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(ATTACH SEPARTE 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 SEPARTE SHEET)

Signature of the Tenderer

**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 motivational/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. of 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 BEHL Safety conditions/Code of Safety norms.

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

## ANNEXURE – I

### SAFETY PALN

- 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  
organization 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 CONTRACTORS 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 organized by you in the past

- 4.2 Safety organized 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. Others :
- 6.0 FIRE SAFETY MEASURES :
- 6.1 Furnish No. of Personnel  
trained fire fighting operation :
- 6.2 Portable fire extinguishers to be provided :
- a. Number :
- b. Type / Make :
- c. Location :
- 6.2 Fire resistant covers to be provide 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				
5				

## 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 :