



GENERAL CONDITIONS OF THE CONTRACT



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector – Southern Region – SAS
Ek Tara Building 39, Sarojini Devi Road,
SECUNDERABAD – 500 003



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SECTION - I

SECTION I

Instructions to Tenderers

1. GENERAL INSTRUCTIONS TO TENDERERS

1.1 Submission of Tender

- 1.1.1 This tender specification as a whole, duly furnishing the following details shall be duly signed and sent in a sealed cover superscribing.

TENDER FOR

TENDER SPECIFICATION NO

DUE ON

- 1.1.1.1 Earnest Money Deposit.
- 1.1.1.2 Income Tax Clearance certificate.
- 1.1.1.3 Detailed organization chart for manpower resources available with the contractor and to be employed for the present jobs.
- 1.1.1.4 Time to be taken for commencement and complete of work.
- 1.1.1.5 A list of experience as mentioned in the tender document.
- 1.1.1.6 The details of the present jobs being handled.
- 1.1.1.7 Certificate from the Bank to establish financial capability to the contractor.
- 1.1.1.8 Attested copies of partnership deed; power of attorney & tender specifications duly signed as mentioned in the documents.
- 1.1.1.9 Price schedule & other relevant information.

- 1.1.2 The tender shall be addressed to :

Dy. Manager / Sub Contracts,
Bharat Heavy Electricals Ltd.
Power Sector – SR-SAS, EK Tara Building,
39 Sarojini Devi Road,
Secunderabad – 500 003

- 1.1.3 Tenders submitted by post 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. Offers received by Fax (if specifically asked for) shall be considered with the condition that detailed offer shall be submitted within a week.

- 1.1.4 Tenders shall be opened by the authorized officials of BHEL in the 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 information's 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. The rates shall be in whole rupees, These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, the least of the two will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used.
- 1.1.9 All entries in the tender shall either be typed or to be written in ink. Erasers and overwriting are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
- 1.1.10 Contractor's offers and remarks and any deviation shall be with reference to sections and clause numbers given in the tender schedule.

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 information may lead to rejection of the offer.

1.3.1 FINANCIAL STATUS

A certificate from Scheduled Bank to prove his financial capacity to undertake the work duly indicating financial limits the tenderer enjoys or solvency certificate from the concerned Government authority.

1.3.2 INCOME TAX / SALES TAX CERTIFICATE

A certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed thereof 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.

1.3.2 SERVICE TAX REGISTRATION DETAILS

1.3.3 PREVIOUS EXPERIENCE

A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and value of each work, the site location and the duration and date of completion and also a list of site location and particulars and value of various services that are under progress.

1.3.4 ORGANISATION CHART

The organization pattern that are totally available with him and that will be employed by the tenderer for this duly indicating 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 names of all partners and their addresses. A copy of the partnership deed / Instrument of partnership duly 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 tenderer is having and those that will be used on this job.

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

1.4 EARNEST MONEY DEPOSIT

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

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

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

- Works costing up to Rs. 2 lakhs : Nil
- Works costing more than Rs. 2 lakhs and up to Rs. 5 lakhs : 10,000/-
- Works costing more than Rs. 5 lakhs and up to Rs.10 lakhs : 20,000/-
- Works costing more than Rs. 10 lakhs and up to Rs. 20 lakhs :50,000/-
- Works costing more than Rs. 20 lakhs and up to Rs. 30 lakhs :60,000/-
- Works costing more than Rs. 30 lakhs and up to Rs. 50 lakhs :1,00,000/-
- Works costing more than Rs. 50 lakhs and up to Rs100 lakhs : 1,50,000/-
- Works costing more than Rs. 100 lakhs : 2,00,000/-

One time EMD will also be Rs. 2 lakhs

For SAS jobs and other small/routine type of jobs such as maintenance/servicing etc., the maximum value of EMD as well as one time EMD will be Rs. 1,00,000/-.

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

- 1.4.1.1 CASH (The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited. PSSR-SAS, SECUNDERABAD and cash receipt issued by him shall be enclosed along with the tender).
- 1.4.1.2 Call deposit receipt, Pay Order, Demand Draft payable at Secunderabad duly pledged in favour of Bharat Heavy Electricals Limited PSSR-SAS SECUNDERABAD.
- 1.4.2 Tenders received without Earnest money in full in the manner prescribed above are liable to be rejected.
- 1.4.3 The Earnest Money Deposit of the successful tenderer will be retained towards part of Security Deposit for the due fulfilment of the Contract. However, the same may be released as soon as the Security Deposit mentioned under clause. 1.8 is furnished.
- 1.4.4 In the case of unsuccessful tenders the Earnest Money will be refunded to them within a reasonable time after finalization of the tender.
- 1.4.5 BHEL reserves the right of forfeiture of Earnest Money Deposit in case the successful tenderer:
 - (a) Fails to start work as may be indicated in the letter of Intent.
 - (b) After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates or conditions.
 - (c) Fails to communicate unqualified acceptance of Letter of Intent within 14 days of Letter of Intent.

1.5 AUTHORISATION AND ATTESTATION

- 1.5.1 Tenders shall be signed by persons duly authorized or empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

1.6 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of three months or otherwise specified from the date of opening of tenders. If a tenderer withdraws or revokes his tender or revises the tendered rates or conditions for any item within the aforesaid period his Earnest Money Deposit is liable to be forfeited, In case Bharat Heavy Electricals Ltd. Calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderer.

- 1.7 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 with the BHEL within a reasonable time after the acceptance of this tender and in any case before submitting the first bill for payment. The expenses for completion and stamping the agreement 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

Upon acceptance of tender, the successful tenderer within the time specified in the Letter of Intent must deposit the required amount as part amount towards Security Deposit.

- 1.8.1 The total amount of Security Deposit shall be as follows:

(a)	In case of work costing up to Rs. 10 Lakhs	10 % of the quoted value
(b)	In the case of work costing more than Rs. 10 Laksh up to Rs 50 Lakhs	Rs1 Lakh + 7.5% above 10 Lakhs exceeding
(c)	In the case of work costing More than Rs 50 Lakhs	4 Lakhs+5% exceeding 50 Lakhs

- 1.8.2 The total security deposit as indicated in the Letter of Intent can be paid in cash to the cashier of BHEL/SAS – Secunderabad within the time limit stipulated in the Letter of Intent.

- 1.8.3 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.
- 1.8.4 Regarding adjustment of Earnest Money Deposit towards part of Security Deposit refer clause 1.4.3 above, the successful tenderer shall not commence any work under the Contract before remitting the Security Deposit except as directed by BHEL
- 1.8.5 Failure to deposit the Security within the stipulated time may lead to forfeiture of Earnest Money and Cancellation of the award of work.
- 1.8.6 In case the Contractor desires to furnish full Security Deposit, as may be indicated in the Letter of Intent, he may do so in any one of the forms as mentioned in Clause 1.4. However the deposits should cover up to the period of warranty also.
- 1.8.7 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 fulfil 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 claim of any other contracts with BHEL.
- 1.8.8 RETURN OF SECURITY DEPOSIT

If the contractor fully performs and complete the contract in all respects to the entire satisfaction of BHEL and presents an absolute "No demand certificate" in the prescribed form and returns properties belonging to BHEL/Customer handed over, lent or hired by him for carrying out the said works, the 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, only after the satisfactory completion of guarantee period as per clause 2.1.3.

- 1.8.9 No interest shall be payable by BHEL on Earnest Money/Security Deposit or 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 reserves to itself full rights for the following without assigning any reasons whatsoever.
- (a) to reject any or all of the tenders.
 - (b) to split up the work amongst two or more tenderers.
 - (c) to award the work in part.
 - (d) Either of the contingencies stated in (b)&(c) above to modify the time for completion suitably.
- 1.9.2 Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc, are liable to be rejected.
- 1.9.3 If a tenderer expires after his submission of the 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 compositions of the firm made subsequent to the execution of the Contract. They may, however, re-cognize 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 the 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 is strictly prohibited and the tenders submitted by the Contractor who resort to canvassing are liable to rejection.
- 1.9.7 Should a tenderer or Contractor in the case of a firm of Company of Contractor's one or more of its Partners/ Shareholders/ Directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this, BHEL may at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit.
- 1.9.8 The successful tenderer should not sub-contract the part or 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

SECTION – II**GENERAL TERMS & CONDITIONS OF THE CONTRACT****2.1 DEFINITION :**

The following terms and expressions 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 Electricals Limited a Company registered under Indian Companies Act 1956, with its Registered office at Siri Fort, New Delhi -110049. Power Sector Southern Region, Chennai or its Administrative Offices or its Site Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 2.1.2 “EXECUTIVE DIRECTOR” / “GENERAL MANAGER” / “ADDL. GENERAL MANAGER” / “DEPUTY GENERAL MANAGER” shall mean the Officer in administrative charge of BHEL Power Sector Southern Region, Chennai or their Regional Offices.
- 2.1.3 “ENGINEER” OR “RESIDENT MANAGER” shall mean Engineer deputed by BHEL. The terms includes “Sr. DGM” “PROJECT MANAGER” “RESIDENT MANAGER” “SITE ENGINEER” “RESIDENT ENGINEER” and “ASSISTANT SITE ENGINEER” OF BHEL, at the site as well as the officers in charge at Chennai office.
- 2.1.4 “SITE” shall mean the place or places at which the plants/equipment’s 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 equipment’s.
- 2.1.6 “CONTRACTOR” shall mean the individual, firm or Company who enters into 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, Schedules of quantities, if any and general conditions of contract, the special conditions of contract, instructions to the tenderers, the drawings, the specifications, the special specifications if any the tender documents and the Letter of Indent / 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 specifically accepted in writing by BHEL 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’s and drawings pertaining to the work in which the tenderers are required to submit their offer. Individual specification number will be assigned to each tender specification.

- 2.1.10 "TENDER DOCUMENTS" shall mean the General 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 provision contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contractor 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 equipments / 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 equipment covered by the contract.
- 2.1.14 "EQUIPMENT" shall mean all equipments, machineries, materials, structurals, electrical 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. Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or body of individuals, whether incorporated or not.
- 2.1.19 "HEADING" The 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 calendar month.
- 2.1.21 "WRITING" shall include any manuscript type written or printed statement under the signature or seal of BHEL as the case maybe.

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 of 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 others 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 the case maybe shall be taken over when it has been completed in all respects and / or satisfactory put into operation at site.

2.6 MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED

2.6.1 All payments due to the contractor shall be paid only by "E-Payment / Account Payee Cheques". E-Payment form should be attached below in **Page No. 19**

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 payable 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 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 bills 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 the 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 reference 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 Contractor.
- 2.6.9 If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expense towards such re measurement shall be borne by the contractor.
- 2.6.10 The Contractor shall bear 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 Final measurement bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL Engineer that the 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 to BHEL. Quantities/Weights 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 etc., persistent disregard to instructions of BHEL, Assignment transfer, Sub-letting of the contract without permission of BHEL, Non fulfilment of any contractual obligation etc., and to claim, recover compensation for such losses from the Contractor including BHEL's supervision charges and overheads from security deposit / other dues.

- 2.7.2 To withdraw any portion of work and / or to restrict / alter the quantum of work as indicated in the contract during the progress of work and get it done through other agency and / or by departmental labour to suit BHEL's commitment to its customer or in case BHEL decides 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 of 21 days from the date of issue of the letter, recover the loss sustained in getting the balance work done through other agencies and forfeit Security Deposit in addition to liquidated damages in the events of :
- 2.7.3.1 Contractor's continued poor progress brought to his notice from time to time.
- 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 in writing of BHEL.
- 2.7.3.7 Non – fulfilment of any contractual obligations.
- Any delay in works for reasons attributable to the contractor will have to be compensated by either increasing manpower and resources or by working extra hours and more than one shift without any extra cost.
- 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 1 /2% of the Contract value per week of delay or part thereof subject to a ceiling of 10% of the Contract value
- 2.7.6 To terminate the Contract or to restrict the quantum of work and pay for the 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 etc., in any other form the moneys, BHEL's is forced to pay to anybody, due to Contractor's failure to fulfil any of his obligations.
- 2.7.8 To restrict or increase the quantity and nature of work to suit site requirement since the tenders specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not subject to revision.
- 2.7.9 To deploy BHEL's fitter, 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 the contractor bills.



2.7.10 While every endeavor will be made by BHEL they cannot guarantee uninterrupted work due to conditions beyond their control, Contractor will not be entitled for any compensation / extra payment on this account.

2.7.11 In the event of any dispute of any nature, 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 Laws, Statutory Rules, Regulations etc., such as :

The payment of wages Act, Minimum Wages Act, Workmen Compensation Act, Employers Liability Act, Industrial Disputes Act, Employees Provident fund Scheme, Employees State Insurance Scheme, Contract Labor (Regulation and abolition) Act 1970 and other Acts. Rules and 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, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations in executing the contract. In case, BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from the contractor either from his bills or otherwise as deemed fit.

2.8.5 While BHEL would pay the inspection fees of the Boiler Inspectorate all other arrangements for the visits periodically by the 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/re-qualification rests etc.

2.8.6 The Contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour (Regulation & Abolition) Act, safety precaution 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 behaviour 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 responsibility of the Contractor to make good the losses or compensate for the same.

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

2.8.11 It is obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However depending upon the availability / possibility, BHEL's customer's handling equipment and other plants may be made available to the contractor on payment of the hire charges / free of charges as fixed, subject to the condition laid down by BHEL Customer from time to time. Unless paid in advance, such hire charges if applicable shall be recovered from contractor's bill/ Security Deposit in one instalment.

2.8.12 The Contractor shall not claim any compensation of the Scope of the Work, due to changes in design which curtails quantum.

2.8.13 The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction / performing work under the contract.

2.8.14 In case the Contractor is required to undertake any major work outside the scope of this contract, the rates payable shall be those mutually agreed upon.

2.8.15 Any delay in completion of works /Non achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the contractor either by increasing man power and resources or working extra hours and /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.

2.8.16 The Contractor shall keep the area of work clean and shall remove debris etc., while executing day-to-day work. Upon completion of work the contractor shall remove from the vicinity of work all scrap, packing materials, rubbish unused and other materials and deposit them in places to be specified by the BHEL Engineer. The Contractor will also demolish all the hutments, sheds, offices, constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be removed by the BHEL Engineer. The expenses there of will be recovered from the contractor.

2.8.17 The Contractor shall arrange and co-ordinate his work in such manner as to cause – no hindrance to other agencies working in the same premises.

2.8.18 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 work 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 tackles shall be posted at site by the contractor till completion of the work under the Contract.

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

- 2.8.19 The contractor will be directly responsible for payment of wages for his workmen. A pay roll sheet giving all the payments given to workers and duly signed by the Contractor's representative should be furnished to BHEL site office for record purpose, if so called for. The payments should be made in the presence of Resident Manager.
- 2.8.20 The intent of specification is to provide services according to most modern and proven techniques and codes. The commission of specific reference to any method equipment of material necessary for the proper and efficient performance of work shall not relieve the contractor of the responsibility of providing such facilities to complete the work.
- 2.8.21 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.
- 2.8.22 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.
- 2.8.23 The detailed drawings, specifications, instruction manual, if and available with the BHEL Engineer will form part of tender specification. These documents will be made available for reference only to the contractor during execution of work.
- 2.8.24 Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of BHEL commencement of work BHEL's interpretation in such cases shall be final and binding on the contract.
- 2.8.25 Also No Idle labour charges will be admissible in the event of any stoppage caused in the work resulting in the contractor's labour rendered idle due to any cause at any time.
- 2.8.26 No over run charges shall be paid in the event of completion period is extended for any reason whatsoever.
- 2.8.27 It is possible that some repair / rectification modification if any be needed on the equipments to be overhauled / work to be performed under this specification, for reasons not attributable to the contractor. All such repair / rectification / modification work which can be done, with the available facilities at site shall be carried out by the contractor free of cost and no extra charges shall be paid to the contractor.
- 2.8.28 The quality and progress of work will be regularly reviewed. The schedule and progress of

work will be given to the contractor in advance and it will be the obligation of the contractor to achieve the desired quality and progress of work by suitably reinforcing their labour force and or by working extra hours or in more than one shift without any extra cost. Workmen found unsuitable for the work will be replaced immediately by the contractor on being informed by BHEL.

- 2.8.29 During the overhauling / work under the contract is very essential that proper and adequate inspection should be made constantly to maintain the quality of workmanship so that any deviation from design dimension does not exceed permissible limits. The proper functioning of the Unit, while in operation, depends to a great extent on the above factors. The fact that effective supervision and inspection at the execution stage, is less costly than any down time of running unit even for a short period not be over/-emphasized. For the details regarding alignment and permissible dimensional deviations in the subassemblies BHEL Engineer may be consulted.
- 2.8.30 The contractor shall furnish fortnightly labour report showing by classification of number of employees engaged in various categories of work date wise and a progress report of work as required by BHEL Engineer.
- 2.8.31 The contractor shall execute the work in the most substantial and workman-like manner in stipulated time. Accuracy of work and timely execution are the essence of this contract. The contractor shall be responsible to ensure that the assembly and workmanship conform to the dimension and clearances given in the drawings and or as per instructions of BHEL Engineers.
- 2.8.32 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. Where necessary suitable temporary fencing and lighting shall have to be provided by contractor as safety measure against accident and damage of property of BHEL. Suitable caution notices shall be displayed where access to any part may be deemed to be unsafe or hazardous.
- 2.8.33 It will be the responsibility of the contractor to ensure safe lifting of the equipment taking due precautions to avoid any accidents and damage to other equipments and personnel.
- 2.8.34 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 effecting 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 any 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 the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the moneys due to the Contractor under the Contract the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

- 2.9.1 In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor 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 the sole responsibility of the Contractor to insure his workmen against accidents and injury while at work as required by relevant rules and to pay compensation, if any, to workmen as per Workmen's Compensation Act. 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/or non observance of safety and other precautions, any accident /injury occurs to any other persons/ public, the Contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 2.10.4 If due to Contractor's carelessness, negligence or non observance of safety precautions damage to BHEL's / Customer's property and personnel should occur, and if BHEL is unable to recover in full, cost from the Insurance Company, the balance will be recovered from the Contractor.
- 2.10.5 It shall be the responsibility of the contractor to provide security arrangements for the equipment/materials belonging to BHEL and handed over to the customer for erection/transportation till the same are taken over by BHEL, after erection/ returned to BHEL stores.

2.11 STRIKES & LOCKOUTS

The Contractors will be fully responsible for all the disputes and other issues connected with this labour. In the event of the contractor's labour resorting to strike or the contractor resorting to lockout and if the strike or lockout-declared is not settled within a period of one week, BHEL shall have the right to get the 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.

For all purposes whatsoever the employees of the Contractor shall not be deemed to be in the employment of BHEL.

2.12 FORCE MAJEURE

- 2.12.1 THE FOLLOWING SHALL AMOUNT TO FORCE MAJEURE

Acts of God, act of any Government, War, sabotage, riots, civil commotion police action, revolution, flood, fire, cyclones, earthquake 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 obligations due to delays caused by Force Majeure as defined above, the agreed time of completion of the job covered by this Contract or the obligations 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 PERFORMANCE GUARANTEE

The contractor shall guarantee against defects attributable to faulty workmanship or procedure adopted in the overhaul for items covered in the contract for a period of twelve months or such period if specifically mentioned by BHEL from the date of recommissioning of the set after the overhaul. The guarantee should cover all defects notified during this period and shall have to be attended to free of cost immediately or at the time our clients are able to give shut down of the set for the required period when necessary. In case of failure of contractor to attend to the defects as and when required in time, we shall arrange to attend to the defects and the charges shall be levied to contractor's account and shall be recoverable from the security deposit / progress payment.

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 any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to other party be referred to the sole Arbitration of Executive Director 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 Executive Director 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 Executive Director or his successor, as the case may be either to act himself as the Arbitrator or to appoint another in the place of the out going 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.



Bharat Heavy Electricals Limited

Power Sector - Southern Region - SAS

39, Sarojini Devi Road, Secunderabad - 500 003

Phone : 040-27717836, Fax : 040-27701768, Email : gr@bhelpssr.co.in

No. PS-SR-SAS/F&A/

Date:

Dear Sirs,

Sub: Requirement of information for E-Payment.

We have received guidelines from our HQ for making maximum payments through E-remittance only. We have been instructed to implement the E-Payment system at the earliest. To comply with this instruction, we require details regarding your bank details in the format given below.

Please note that the details are to be furnished **on your letter head duly attested by your Bankers**

FORMAT

DETAILS OF CONTRACTOR FOR E-REMITTANCE OF PAYMENT BY BHEL/SAS

1. Name & Address of the Contractor :
2. Bank Account No :
3. Type of A/c (CC/Current) :
4. Name of Bank :
5. Name of Branch :
6. Branch Code :
7. Banker's Address(Branch) :
8. MICR No. of the Branch :
9. IFSC Code of the Branch :

SECTION - III

**SECTION - III****SPECIAL CONDITIONS OF THE CONTRACT****3.1 QUANTUM OF WORK**

- 3.1.1 The scope of work given in the tender specification is only approximate and is liable to variation and alternations at the discretion of BHEL Resident Engineer. No compensation on this account shall be payable to the contractor unless specifically recommended by BHEL Resident Engineer as the variation forming major additions to the original scope of work. All repair / rectification work arising out of normal wear and tear, seizure of parts etc, have to be done by the contractor and the same will be covered by the scope of work of the contract.

3.2 COMMENCEMENT AND COMPLETION OF WORK

- 3.2.1 The starting time and completion time is essence of the tender. As the time bound programme is firmly committed to customer the starting time and completion time should be strictly adhered to . It will not be possible to grant extension in completion time except in extraordinary circumstances which will be decided entirely at the discretion of BHEL Resident Engineer. Work should normally be carried out in shifts in consultation with BHEL Resident Engineer.

The contractor shall commence the works within the indicated in the Letter Of Intent from BHEL, and shall proceed with the same with due expedition without delay.

A detailed programme of the various activities covered under this contract with specific time periods to fall in the overall frame work of the above dates should be prepared and got approved by BHEL Resident Engineer. The progress against this programme shall be reviewed with BHEL Resident Engineer at the end of each day and critical areas to be identified and suitable steps be taken in time (also please refer 3.8.2)

If during the review at any stage of overhauling, BHEL Resident Engineer feels that the delays are not likely to be made up, BHEL Reserves the right to take corrective steps as considered necessary by BHEL Resident Engineer to complete work in scheduled time and debit the costs incurred thereon to the contractor. This does not however absolve the contractor of his responsibilities to make up the delays through his own efforts, in consultation with BHEL Resident Engineer. Every endeavour will be made to see that work proceeds uninterruptedly.

3.3 PENALTY FOR DELAY

- 3.3.1 In the event of failure to complete the work in given time, an amount equal to ½% of the contract value per week subject to a maximum of 10% of the contract value or specified in the Tender will be levied as penalty, in case the balance work is allowed to be completed by the contractor beyond the scheduled time of completion, which is at the discretion of BHEL. In case of delays on contractor's part, at any stage during the scheduled period or after, BHEL shall have the option of ensuring completion of the job by any other means at its disposal and the charges on this account shall be levied on the contractor. These shall be adjusted against contractor's bills or security deposit.

3.4 TERMS OF PAYMENT

- 3.4.1 Payment will be made up to a total of 90% against three progressive bills of 30% each (or as specified in tender document) submitted by the contractor in quadruplicate, mentioning the activities completed, based on measurement of work done. The bills will be verified by BHEL site Engineer and certified by BHEL Resident Engineer to arrange payments. Balance 10% shall be payable after successful commissioning and completion of the Defect liability period.

All payments are subject to income tax deduction at source as per the provision of Income Tax Act.

3.5 INSPECTION AND COMPLETION OF WORK

- 3.5.1 The work should be carried out to the full satisfaction of our site engineers under the overall supervision of BHEL Resident Engineer.

The work will be deemed as complete when it is finally accepted by BHEL Resident Engineer and entered in measurement book. No extra payment will be made for any rework carried out by the contractor to rectify any functional defect.

3.6 TOOLS, TACKLES, EQUIPMENT & CONSUMABLES

- 3.6.1 All tools and tackles and consumables required for day to day work like gas and cutting sets with accessories. AC / DC welding sets, TIG welding Kits, welding cables, electrodes, all necessary power connection to equipment's, all temporary electrical connection boards, required for the work shall be arranged by the contractor at his own cost. However in case of emergency, BHEL may supply certain items, if available to contractor at actual cost plus handling charges. These will be deducted from contractor's running bills. Testing equipments for conducting various tests during the progress of overhauling, recommissioning shall have to be provided by contractor. Spare parts going into permanent installation shall only be provided by BHEL / Customer.

3.7 ACCOMODATION FOR SITE STAFF AND STORES SPACE

- 3.7.1 Contractor has to arrange for the stores and office at site; space for the same shall be made available as per the availability at site. The contractor shall be responsible to provide all necessary facilities like residential accommodation with sanitary facilities, transport, electricity, water, medical, bonus etc. as required under various labour laws and statutory rules and regulations framed thereunder to the personnel employed by him.

3.8 RESPONSIBILITIES OF THE CONTRACTOR

- 3.8.1 SUPERVISORY STAFF AND LABOUR.

The contractor shall employ skilled labour, supervisors and Engineers thoroughly conversant with particular type of work to ensure quality work. BHEL reserves the right to decide on the suitability of the workers and other staff employed by the contractor. BHEL reserves the right to insist on removal of any employees of the contractor at any time if they find him unsuitable and the contractor should forthwith remove him.

3.8.2 PLANNING & EXECUTION

The contractor will be given a job planning in the form of a PERT chart. He should prepare detailed working sheets for the various activities, separately indicating tools, tackles, manpower required for each activity and nominating one individual responsible for execution of each activity. Daily programme of job shall be displayed on a board near work site one day in advance. A daily progress report along with manpower utilized has to be submitted and backlog of the work, if any, shall be covered up in consultation with BHEL Resident Engineer.

3.8.3 HOUSE KEEPING AND PRESERVATION

Work floor/ area shall be cleaned every day and be kept absolutely clean. A regular cleaning gang may be engaged for this purpose. All dismantled components of the equipments under overhauling should be tag marked and be stored properly according to type of components, namely all loose / small parts shall be kept in boxes, bearing & matching components shall be kept on wooden planks. A list of such components shall be maintained to identify / locate the components easily. Bearings journals, machined parts shall be preserved properly against probable damages. The contractor shall replenish for damages / loss of components / items under his storage. No floor shall be damaged while working and necessary steps shall be taken by the contractor for repair in case of any damage.

3.8.4 TOOLS STORES AND CONSUMABLES

All tools & tackles, other than special tools & tackles supplied alongwith the equipments shall be arranged and stored properly by the contractor. A register may be maintained and updated regularly. All consumables other than those going permanently into the equipments, shall be stored by the contractor for daily use. Regular check shall be made at end of each day's work and exhausted consumables shall be replenished immediately.

The store may be visited by BHEL Engineers without notice for verification.

- 3.8.5 The contractor shall make all necessary arrangements for transportation of components etc., in the power plant premises and to receive spares from BHEL / Customer's stores, as and when required. The unused and scrap material shall be returned to BHEL / Customer's stores on completion of work as directed by our Resident Engineer.

A detailed account shall be submitted by the contractor to this effect, at the end of the work certifying no dues remained against them.

Failure in observing the above conditions, BHEL reserves the right to take necessary corrective steps & any expenditure incurred towards it shall be debited to the contractor.

3.9 GENERAL

- 3.9.1 Standard printed conditions if enclosed with the offer by the tenderers will not be accepted and only those in main body of the offer will considered for acceptance.
- 3.9.2 The tenders are likely to be rejected if the contractor is not acceptable to the ultimate customer.
- 3.9.3 It will be the responsibility of the contractor to carryout trial run of all the equipments overhauled and confirm the satisfactory operation of equipment. The contractor's personnel shall also be present at the time of final commissioning and attend to any defects that shall occur during this time.

SECTION - IV

SECTION – IV

(SPECIAL TERMS & CONDITIONS FOR SAFETY)

4.0 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.

Before commencing the work, contractor shall submit a “SAFETY PLAN” to the authorised BHEL official. The ‘Safety Plan’ shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit the safety plan along with his offer. 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.

4.1 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per directions of BHEL or its authorised officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.

4.2 The contractor shall provide to its work force and ensure the use of following personal protective equipment as found necessary and as directed by the authorised BHEL officials:-

i)	Safety Helmets confirming to	IS-2925	1984
ii)	Safety belts confirming to	IS-3521	1989
iii)	Safety shoes confirming to	IS-1989	1986(Part-II).
iv)	Eye & Face protection devices confirming to	IS-8520 IS-8940	1977 and 1978
v)	Head & body protection devices confirming to	IS-2573 IS-6994 IS-8807 IS-8519	1983 1973 (Part-I) 1978 1977

4.3 All tools tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipments etc., used by the contractor shall be of safe design and construction. These shall be of tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorised BHEL official who shall have the right to ban the use of any time.

4.4 All electrical equipment's connections and wiring for construction power, its distribution and use shall conform to the requirement 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.

4.5 The contractor shall not use any hand-lamp energized by electric power with supply voltage of more than 24 Volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 Volts.



- 4.6 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 authorised BHEL official. 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.
- 4.7 Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance 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 Act, Explosive Act, Petroleum & Carbides of Calcium Manual of the Chief Controller of explosives, Government of India etc. Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.
- 4.8 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- 4.9 The contractor shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instructions, 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 and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.
- 4.10 In case of a fatal or disabling injury accident to any person at any construction sites 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.
- 4.11 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 payment due to the contractor after holding an appropriate enquiry.
- 4.12 In case of any delay in completion of a job due to mishaps attributable to lapses 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.
- 4.13 If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given 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 out instructions regarding safety issued by the authorised BHEL official. BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.
- 4.14 The contractor shall submit report of all accidents, fires and property damage dangerous occurrences to the authorised BHEL official immediately after such occurrences but in any case not later 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 prescribed.

- 4.15 Before commencing the work, the contractor shall appoint / nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
- 4.16 If safety record of the contractor in execution of the awarded job is to the satisfaction of safety department of BHEL, issue of an appropriate certificate to recognise the safety performance of the contractor may be considered by BHEL after completion of job.
- 4.17 The BHEL Code for safety management at Thermal Power Station construction site shall be followed for this work. The copy of the same will be issued before the start of work.
- 4.18 During negotiations before placing of work order and during execution of the contract BHEL shall have the right to review and suggest modifications in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
- 4.19 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 to contractor.
- 4.20 Rigging equipment for materials 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 the contractor.
- 4.21 Rigging equipment shall not be loaded in excess of its recommended safe working load.
- 4.22 The rigging equipment shall, when not in use, be removed from the immediate work area so as not to present a hazard to employee.
- 4.23 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 may create a hazard. The Engineer shall have the right to prescribe the conditions under which such equipment or container may be handled and use during the performance of 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.
- 4.24 Valve protection caps shall be in place and secured.
- 4.25 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.
- 4.26 When cylinders are transported by powered vehicles they shall be secured in vertical position.
- 4.27 All workman of the contractor working in construction area shall wear safety helmets and / or 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 to the workmen, 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 gives 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 fulfil safety regulations.

- 4.28 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.
- 4.29 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.
- 4.30 All electrical equipment which are deployed for construction shall be earthed adequately in accordance with statutory electricity regulations.
- 4.31 The contractor shall provide temporary fencing wherever required as 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.
- 4.32 The contractor shall ensure the safety of all the workmen, material and equipment either belonging to him or to others working at site.
- 4.33 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.
- 4.34 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 at 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.
- 4.35 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific 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.
- 4.36 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.
- 4.37 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.
- 4.38 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.
- 4.39 All electric tools must have plugging system and earthing.
- 4.40 The contractor has to necessarily use steel scaffolding materials only. Wooden scaffolding materials are strictly prohibited.

SECTION - V

SECTION - V

5.0 ADDITIONAL TERMS AND CONDITIONS FOR THE SUBCONTRACT WORK

5.1 SPECIFICATION TO BE FOLLOWED

The contractor shall ensure that the specification laid down for the work as per the instruction book, detailed assembly and component drawings, and discussions are to be followed in strict compliance to avoid rectification and rework and also comply to all technical directives of BHEL personnel at site and the work shall proceed in accordance with the order of assemblies as desired by BHEL Engineer at site.

5.2 SHUTDOWN / READINESS OF THE EQUIPMENT

Necessary shutdown / readiness of the equipment will be arranged basing on the requirement. No claims on account of delayed / prolonged shutdown will be entertained.

5.3 GENERAL TERMS AND CONDITIONS FOR PAYMENT / RECOVERIES

5.3.1 BHEL shall be entitled to recover any payment made on behalf of contractor under any law or otherwise.

5.3.2 No payment will be made for defective works, unless such defective works are rectified by the contractor free of charge.

5.3.3 The cost of consumables and other materials supplied by BHEL or through our principal customer shall be recovered from the running bills as per schedule.

5.4 EXTRA WORKS

The Contract value referred is for the entire scope of work indicated in the tender enquiry and other extra work which are not specifically defined in the scope. However, the jobs which are awarded to BHEL, as additional work by the principal customer beyond the present scope of work and if such works are carried out by the contractor, shall be treated as additional work and shall be paid on the basis of records certified by BHEL Resident Manager.

5.5 For any additional work not covered under the scope of work, if any arises during execution of work and is carried out by the contractor, manday rates as agreed will be applicable. Unless otherwise specified, these manday rates shall taken as inclusive of all charges including T & P, labour, consumables, transport etc., Manhours including overtime hours furnished for such additional works shall be computed on the basis of 8 Hours per manday. In cases, where such agreed manday rates are not available, the same shall be mutually discussed and finalised. Claims for such additional works shall be worked out and preferred as separate claims, duly certified by the Resident Manager, BHEL / SAS, giving complete details and description of work carried out, shall be presented by the contractor only after the installation has been successfully commissioned.

5.6 GENERAL TERMS AND CONDITIONS OF WORK CONTRACT

- 5.6.1 The contractor should deploy the required personnel during commissioning of the overhauled / erected equipment, and at the time as and when required by BHEL Resident Manager for attending to any problem arising during commissioning.
- 5.6.2 The work to be carried out under this work order except as otherwise provided including all labour, material, tools and plants, consumables which are required in execution and completion of the work including assembly of the removed parts, if required, in the manner approved by the Resident Manager, BHEL,SAS.
- 5.6.3 BHEL Personnel in charge of the areas of work shall have the right to reject the material brought to the site for incorporation in the work, if the material does not conform to the specifications or standards or sample / preliminary inspection approved.
- 5.6.4 The contractor shall give adequate document for the receipt of the raw material, consumable, tools etc. duly signed by the responsible person of the firm and shall be responsible for care / safe custody of BHEL / Customer's property like tools and plants etc., entrusted to them and if necessary, arrange insurance.
- 5.6.5 Material of any kind issued to the contractor for use in the work shall be deposited on completion of work without incurring much damage. Shortages as observed and directed by any of BHEL Engineer / Sr. Engineer / Manager or any BHEL advisory supervisory engineer assigned to the work, which may include any kind in the form of scrap or agreeable fabrication, machining / welding / cutting etc., shall be deposited.
- 5.6.6 The contractor while bringing his own materials / consumables/ tools and plants into the work premises shall declare the nature of goods / quality / brand etc., so that on completion of works, the balance quantity can be allowed to be taken out of the work premises without encountering any troubles.
- 5.6.7 Similarly, materials of hazardous nature shall be declared before bringing into the work premises and a special permission obtained from BHEL / Principal customer after elucidatory statement about the place of storage and security / precautionary arrangements. Any advisory Supervisory BHEL Engineer / Sr. Engineer / Manager, incharge of the assignment shall have the right to inspect the work of contractor at any stage or stop the work at any time at any stage, by giving the contractor seven days notice in writing and measurement of the work in progress shall be made by the BHEL officers or the authorised representatives at any time, after giving due notice of the time of measurement to the contractor.
- 5.6.8 Should a situation arise, the contractor could not execute the agreed work in the stipulated period as referred in the work order and terms and conditions thereof, the contractor shall bring to the notice of BHEL such delays. In the absence of such timely information and satisfactory explanation, BHEL shall have the right to terminate the contract by giving the contractor *seven days prior notice.
- 5.6.9 The contractor shall arrange to deliver the material / tools and plants and tackles supplied by BHEL / or through BHEL by principal customer intact or as a part of fabrication as decided by BHEL. In this connection, the contractor may have to submit a "NO DUES " Certificate from the principal customer for release of his final payment of this contract.

- 5.6.10 External damages and for shortages that are due to the results of rough handling during the execution or due to defective workmanship shall be intimated to the contractor within a fortnight of the completion of works. Internal defects / damages, etc which can not ordinarily be detected on a superficial / visual examination, though due to bad workmanship or defective material used will be intimated within one month from the date of completion / commissioning of the installation. In either case, the damaged or defective part of work should be redone, to the required specification by the contractor free of cost.
- 5.6.11 If during the period of execution, it is found that work already completed develop or suffer defects due to poor quality of workmanship or do not conform to these specifications or are unsuitable for the purpose for which they are intended, it will be open to BHEL either to cancel part of the work or repudiate the entire contract and claim such losses that BHEL may suffer on that account to demand the contractor to set right the defective part of the work free of cost.
- 5.6.12 The contractor should submit the names of his employees deployed at site for this job and their attendance daily to our Resident Manager / BHEL, or his authorised nominee.
- 5.6.13 The contractor should certify that payment of wages to his employees has been made every week / fortnight / month. Payment of wages to contractors employees working at site, to be witnessed by our Resident Manager / BHEL, or his authorised nominee. The acquaintance roll should be duly certified by contractor and a copy to be submitted to the Resident Manager / BHEL.
- 5.6.14 The labour license to be obtained from concerned labour authorities. A copy to be endorsed to the Resident Manager / BHEL, and to the principal employer, before commencement of the job.
