

**TENDER SPECIFICATION
NO. BHE/PW/PUR/WR-IT/OJ-87**

FOR

**Providing Services of Information Technology
Engineers(ITEs) at BHEL PSWR Nagpur HQ**

Part- I -- TECHNICAL BID

(Volume-I)

SPECIAL & GENERAL CONDITIONS OF CONTRACT

BOOK NO.



BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
POWER SECTOR - WESTERN REGION
SHREEMOHINI COMPLEX
345, KINGS WAY - NAGPUR 440 001

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LEGEND:

\$: PLACED BEFORE 'GENERAL CONDITIONS OF CONTRACT' IN BOTH HARD AND SOFT COPY DOCUMENTS.

#: ATTACHED AT THE END OF HARD COPY OF TENDER SPECS. PART-I (TECHNICAL BID) AND AS A SEPARATE FILE TITLED 'WEB_NIT_GCC' AS SOFT COPY HOSTED IN WEB PAGE.

@: ISSUED AS SEPARATE BOOKLET IN HARD COPY AS 'PRICE_BID'. SOFT COPY HOSTED IN WEB PAGE.

NOTE: Bidders must Visit BHEL web site www.bhel.com for NIT, Qualifying Requirement of this work(QR), GCC etc. Further all corrigenda, addenda, amendments and clarifications to Tender Specifications will be hosted in this web page. Bidders shall keep themselves updated with all such amendments.

BHARAT HEAVY ELECTRICALS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)
POWER SECTOR - WESTERN REGION
SHREEMOHINI COMPLEX
345, KINGS WAY - NAGPUR 440 001
PH: 0712-530641, FAX: 0712-530640

TENDER SPECIFICATION No. NO. NO. BHE/PW/PUR/WR-IT/OJ-87

**NAME OF WORK: Providing Services of Information Technology Engineers at BHEL
PSWR Nagpur HQ**

**EMD OF RS 1.00 LAKHS SHALL BE DEPOSITED BY THE BIDDER AS SPECIFIED
IN THIS TENDER (PI refer Section-15)**

OFFERS SHALL BE RECEIVED UPTO 17:00 HOURS OF.....

These Tender Documents containing Part-I Technical Bid and Part-II Price Bid are issued to

M/s

.....

.....

(THESE TENDER DOCUMENTS ARE NOT TRANSFERABLE)

For Bharat Heavy Electricals Limited

SR. MANAGER (PUR)

PLACE: NAGPUR

DATE:

BHARAT HEAVY ELECTRICALS LIMITED

(A GOVT. OF INDIA UNDERTAKING)

POWER SECTOR: WESTERN REGION
345, KINGS WAY, NAGPUR 440 001

Procedure for Submission of Sealed Tenders & Instructions to Bidders

The bidder must submit their tenders as required in two parts in separate sealed covers prominently super scribed as part-I technical bid and part-II price bid and also indicating on each of the covers the tender specification number and due date and time as mentioned in the tender notice.

Part-I (Technical Bid) Cover-I:

Except rate schedule, all other schedules, data sheets and details called for in the specification shall be enclosed in part-I "Technical Bid" only. Bidders must sign & stamp all pages of this technical bid as a token of acceptance of terms and conditions of this tender and enclose this technical bid with their offer.

Part-II (Price Bid) Cover-II:

All indications of price shall be given in this part-II "Price Bid".

These two separate covers-I and II (part-I and part-II) shall together be enclosed in a third envelope (cover-III) along with requisite EMD as indicated earlier and this sealed cover shall be super scribed and submitted to SR.Manager (Purchase) at the above-mentioned address on or before the due date as indicated.

The qualified bidder will be intimated separately about the status of their offer.

Bidder are requested to make specific note of the following conditions:

Contractor should have sound financial stability.

Bidder should meet requirements of Qualification and experience of Quality Assurance Engineers (QAEs) deployment of personnel

All information as called for in various appendices and clauses of tender specification, should be furnished in completeness. Please refer the checklist.

The bidder, shall obtain clarification, if any, on Tender Specifications, before submitting their offer.

Offers must be submitted without any deviation.

Offers received with any deviation or without relevant information as described above are liable to be rejected. Price bids received in the form other than specified in part-II (price bid) are liable to be rejected.

CHECK LIST		
(VIDE PARA 1.3 OF SECTION-I - GENERAL CONDITIONS OF CONTRACT)		
1	Name of the Bidder with Postal Address for Correspondence	
2	Name of Contact Person with Telephone & Fax No.	Mr./Ms Tel No. Fax No.
3	Nature of the firm	PROPRIETARY / PARTNERSHIP / LIMITED CO.
4	Details of EMD Please Indicate whether 1) One Time EMD or, 2) Only for this Tender	DD No. DD Date..... Name of Bank..... Amount: Rs.....
5	Validity of Offer (BHEL's Requirement: 180 days from Last Date for tender submission)	
6	Mobilization Time (Please refer Section-11 of SCC)	
7	Whether Bidder has visited the project site and acquainted themselves with the local conditions and situations.	YES/NO
8	Whether "Certificate of No-Deviation" Furnished	YES/NO
9	Details of similar jobs executed during the last SEVEN years as in " Appendix-II " enclosed	YES/NO
10	Whether copies of previous Work Orders (with detailed BOQ and total order value) and Completion Certificates in support of above furnished	YES/NO
11	Details of Concurrent Jobs Furnished in " Appendix-I " furnished	YES/NO
12	Headquarter Organization Chart furnished	YES/NO
13	Names & Particulars of Directors/Partners/Proprietor Furnished	YES/NO

CHECK LIST		
(VIDE PARA 1.3 OF SECTION-I - GENERAL CONDITIONS OF CONTRACT)		
15	Financial Viability furnished as in Annexure-I of GCC	YES/NO
16	Profit & Loss account for the preceding three financial years furnished	YES/NO
18	Latest Income Tax Clearance Certificate or copy of IT Return along with copy of PAN Card is Furnished	YES/NO
24	Whether the bidder has left any job unfinished? If so, give reasons.	YES/NO
25	Whether any client has terminated the contractor's work before completion? If so, furnish reasons for the same	YES/NO
27	Whether the bidder is aware of all safety rules/codes? Whether the list of safety equipments proposed to be employed for this work is enclosed.	YES/NO
28	Whether Power of Attorney in favour of the person making this offer enclosed?	YES/NO
29	Whether all the pages are read, understood and signed and the signed copy of tender book submitted?	YES/NO

Note: strike off 'yes' or 'no' as applicable

Date:

Signature of Bidder

TENDER SPECIFICATION No.: NO. BHE/PW/PUR/WR-IT/OJ-87

CERTIFICATE OF NO DEVIATION

We,M/s

.....

.....

Hereby certify and confirm that there are no deviations, either technical or commercial, sought by us in respect of the terms and conditions as in BHEL's Tender Specification No. **NO. BHE/PW/PUR/WR-IT/OJ-87** and I am agreeing to all the terms and conditions mentioned in the Tender Specification.

SIGNATURE OF THE TENDERER
AND OFFICIAL SEAL

TENDER SPECIFICATION No.: NO. BHE/PW/PUR/WR-IT/OJ-87

**CERTIFICATE OF QUALIFICATIONS & EXPERIENCE OF ITES SHALL BE
AS PER CLAUSE 2.0 OF SECTION 4 'SPECIAL CONDITIONS OF
CONTRACT OF THIS TENDER'**

We,M/s

.....

.....

Hereby certify and confirm that QUALIFICATIONS & EXPERIENCE OF ITESs
SHALL BE AS PER CLAUSE 2.0 OF SECTION 4 'SPECIAL CONDITIONS OF
CONTRACT of this tender & shall be deputed as per BHELs requirement.

SIGNATURE OF THE TENDERER
AND OFFICIAL SEAL

SECTION-3

OFFER OF BIDDER

TO,

SENIOR MANAGER (PURCHASE)
M/s BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION
SHREEMOHINI COMPLEX
345, KINGS WAY
NAGPUR 440 001

DEAR SIR,

WE HEREBY OFFER TO CARRY OUT THE WORK DETAILED IN TENDER SPECIFICATION NO. BHE/PW/PUR/WR-IT/OJ-87 ISSUED BY **BHARAT HEAVY ELECTRICALS LIMITED**, POWER SECTOR-WESTERN REGION, NAGPUR, IN ACCORDANCE WITH THE TERMS AND CONDITIONS THEREOF. I/WE HAVE CAREFULLY PERUSED THE FOLLOWING LISTED DOCUMENTS CONNECTED WITH THE ABOVE WORK AND AGREE TO ABIDE BY THE SAME.

1. INSTRUCTIONS TO TENDERERS
2. GENERAL CONDITIONS OF CONTRACT
3. SPECIAL CONDITIONS OF CONTRACT
4. OTHER SECTIONS, APPENDICES, SCHEDULES AND DRAWINGS.

WE HAVE DEPOSITED / FORWARDED HERewith THE EARNEST MONEY DEPOSIT FOR A SUM OF Rs.2,00,000/- (RUPEES TWO LAKHS ONLY) DETAILS OF EMD PAYMENT ARE FURNISHED IN THE CHECK LIST.

EMD SHALL BE REFUNDED SHOULD OUR OFFER NOT BE ACCEPTED / EMD **NEED NOT BE REFUNDED AND THE AMOUNT MAY BE TREATED AS "ONE TIME EMD" FOR ERECTION AND COMMISSIONING TENDERS OF BHEL-PSWR, NAGPUR.** SHOULD OUR OFFER BE ACCEPTED, I/WE FURTHER AGREE TO DEPOSIT SECURITY DEPOSIT FOR THE WORK AS PROVIDED FOR IN THE TENDER SPECIFICATION WITHIN THE STIPULATED TIME AS MAY BE INDICATED BY BHEL, POWER SECTOR-WESTERN REGION, NAGPUR.

WE FURTHER AGREE TO EXECUTE ALL THE WORKS REFERRED TO IN THE SAID DOCUMENTS UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO THEREIN AND AS DETAILED IN THE APPENDICES ANNEXED THERETO.

SIGNATURE OF BIDDER:

PLACE:

DATE:

WITNESSES WITH THEIR ADDRESS

SN	SIGNATURE	NAME	ADDRESS
1.			
2.			

SECTION - 4

SPECIAL CONDITIONS OF CONTRACT

Tender Specification: BHE/PW/PUR/WR-IT/OJ-87

1.0 Scope of Work for services of Information Technology Engineers at PSWR HQ Nagpur.

The scope shall include services of IT Engineers (ITEs) as Hardware Maintenance Engineers and Software Support Engineer at PSWR Nagpur Headquarters for discharging tasks as laid down in relevant Management Systems and procedures (like Quality Assurance Manual/ Standard Procedures/ Departmental Procedures pertaining to ISO 9001/ ISO 27001 etc.) which include but is not limited to the scope given below:

1.1 Hardware Maintenance Engineer (1 no.)

1.1.1 Maintenance of all IT hardware.

1.1.2 Maintenance of TCP/IP based LAN/WAN.

1.2 Software Support Engineer (1 no.)

1.2.1 Data base application development/ modification

1.2.2 Web page creation and updation

1.2.3 Software installation and maintenance

1.2.4 Daily back up of data

1.2.5 User support

2.0 Qualifications and experience of IT Engineers

2.1 Qualifications

Hardware Maintenance Engineer

IT Engineers (ITEs) deployed by the contractor shall be qualified Diploma in Hardware Maintenance with minimum 3 years of experience.

Software Support Engineer

IT Engineers (ITEs) deployed by the contractor shall be qualified MCA or equivalent with minimum 2 years of experience.

2.2 Experience

Experience of ITEs shall include but not be limited to the areas given below

2.2.1 Hardware Maintenance Engineer

- Knowledge of PC hardware like mother board, memory chip, hard disks, CD ROMs and their fault detection/ rectification.
- Knowledge of computer peripherals like printers, scanners and their maintenance
- Knowledge of TCP/IP networking

2.2.2 Software Support Engineer

- Knowledge of installation and configuration of Windows and Red Hat Linux Operating System
- Knowledge of Domain, Workgroup, TCP/IP networking
- Knowledge of SQL, HTML, Java-script and PHP scripting language

BIDDER SHALL SUBMIT THE PROPOSED ITEs CONSIDERING ABOVE QUALIFICATION & EXPEIENCE ALONGWITH QUALIFICATION & EXPERIENCE CERTIFICATES AS PER ANNEX-III OF THIS TENDER.

3.0 Special Conditions of Contract

- 3.1 Sub-letting of jobs within the agreed scope of work, in any way is not permitted.
- 3.2 ITEs shall be governed by 'Confidentiality' requirements. They shall not, in any manner, misuse the data/ information.
- 3.3 Any document/ data provided to ITEs for undertaking relevant tasks, shall be returned to BHEL after completion of job/ completion/ termination of contract. Such documents shall not be used by the ITEs for any purpose other than for the designated task.
- 3.4 All systems developed by ITEs shall be the property of BHEL. ITEs shall in no way whatsoever copy the data/ software developed by them, and/or have copy right of same.
- 3.5 Credentials of ITEs shall be approved by BHEL PSWR prior to their deployment at BHEL Head Quarter.
- 3.6 ITEs shall be posted at Nagpur Head Quarter and report to Head/IT.
- 3.7 ITEs shall interact with AMC providers/ other vendors for upkeep of hardware and software.
- 3.8 Reasonable office space with furniture for proper functioning of the Contractor's ITEs will be provided by BHEL free of any charges.
- 3.9 Normally, the role of ITEs shall be limited to the place of their deployment. However, in case of any requirement for outstation work is to be taken on behalf of BHEL, following guidelines shall be applicable:
 - a) For assignments outside Nagpur Head Quarter but limited to 50 Km radius, necessary transport for contractor's staffs shall be arranged by BHEL/ its sub-contractors free of any charges to the contractor. No additional payment to the contractor will be made for such assignments.

- b) For assignments outside Nagpur Head Quarter/ Project Site i.e. elsewhere in India beyond 50 Km radius of Project sites, following additional payment shall be reimbursed to the contractor :-
- i. To and fro Rail fare limited to AC two tier by express/ mail train fare by shortest route from respective place of deployment & back against submission of ticket/ receipt/ proof plus lump-sum amount of Rs. 250/= (Rupees Two hundred fifty only) will be paid per person per day (here day means 24 hours). **In case of travel by road through bus/taxi, fare limited to first class of railway for the distance traveled shall be paid.**
 - ii. In case of night stay required at the place elsewhere in India, BHEL will provide lodging facility. In case, BHEL is not able to provide lodging facility, a lump-sum amount of RS 1500/= (Rupees one thousand five hundred only) per day (24 hour) will be reimbursed per person for the purpose of lodging of the contractor's engineers.
 - iii. The movement of contractor's ITEs outside the Head Quarter shall be subject to the prior approval of Head/IT.
- 3.10 ITEs shall follow working hours, number of working days per week and holidays as per norms and holiday list of BHEL office where they are deployed.
- 3.11 Each man day shall consist of 8 (eight) working hours excluding lunch break. However, at times work may continue round the clock including on Sundays and holidays and services of ITEs may be required beyond the normal working hours as decided by BHEL. No compensation, in any form, shall be given by BHEL for such over stays beyond normal working hours or working on Sundays and holidays.
- 3.12 In case ITEs go on leave, the contractor will have to make suitable alternative arrangements for deployment of suitable personnel during the absenteeism with due permission of IT/Head. In case timely alternative arrangements are not made by the contractor, BHEL will make deduction in monthly bill of contractor on pro-rata basis.
- 3.13 Contractor shall ensure that all payments and dues admissible to ITEs deployed are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to ITEs. Such payments shall be back charged/ recovered from bills of the contractor or from security deposit/ bank guarantee. Pay roll sheet giving details of all payments made to ITEs, duly signed by contractor shall be furnished by the contractor with its bill/invoice.

- 3.14 BHEL reserves the right to terminate the above contract at any point of time without assigning any reason upon giving 15 days notice to the Contractor.
- 3.15 In case the performance of the ITEs is found to be unsatisfactory, no payment shall be made against deployment of such unacceptable Engineer. Replacement of such persons will have to be arranged by the contractor within 15 days.
- 3.16 In case ITEs are found to be indulged in malpractices, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL will have right to decide the payment to be given for services provided by such ITEs.
- 3.17 Insurance
- 3.17.1 It shall be the sole responsibility of Contractor to take insurance policies for the ITEs against risks of accidents and injury while at work as required by the rules and make compensation if any as per Workmen's compensation Act.
- 3.17.2 If due to negligence and/ or non-observance of safety and other precautions by ITEs, any accident/ injury occur to any other person(s)/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 3.17.3 The contractor will take necessary precautions and due care to protect any material/ equipment/ hardware etc., while in custody of their ITEs, from any damages/ loss till the same is taken over by BHEL/ returned/ handed over to BHEL or customer. BHEL reserves the right to recover loss from contractor, in case the damage/ loss is due to carelessness/ negligence on the part of ITEs of the contractor. In case of any theft, while in custody of contractor's ITEs, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequent police investigation report shall be submitted to BHEL for taking up with insurance.
- 3.17.4 In case any surrounding property gets damaged due to negligence/ carelessness of contractor's ITEs, the contractor shall submit necessary documents for lodging insurance claim as required by BHEL. BHEL, however, reserves the right to recover deductible franchise and also unsettled portion of insurance claim from the contractor.

4.0 Tentative Deployment Plan

Tentative deployment of ITEs is given below:-

Sr. No.	Location	Area of Work	Number required	Deployment Period (months)	Total Man months
1.	Nagpur Head Quarter	Hardware Maintenance Engineer	1	36	36
2.		Software Support Engineer	1	36	36

Additional man power as required shall be provided by the agency at the quoted rates.

6.0 Contract Period

The period of contract is for 36 months from the date of letter of intent. However, this contract may be extended (up to a maximum of another 12 months) at the same terms & conditions, at the same rates, and at the discretion of BHEL.

7.0 Mobilisation

Mobilisation dates shall be within 15 days of LOI.

8.0 Mobilisation Advance

No mobilization advance is payable in this contract.

9.0 Price Variation Clause/ Revision Of Rates

The accepted rates shall remain firm throughout the execution period including extension period (if any) and no escalation/ revision shall be payable.

10.0 Terms of payment

10.1 Based on man months deployed and certification by Head/IT monthly payment will be made to the contractor on pro-rata basis.

10.2 It shall be the responsibility of contractor to obtain and submit certificate from BHEL authority regarding deployment of claimed man month.

10.3 Period between 25th of the last month to 24th of the current month shall constitute to be one month. The contractor shall submit the bill

alongwith certification (as mentioned above) latest by 30th of calendar month to BHEL PSWR office.

- 10.4 Deductions, if any, shall be made by BHEL from the monthly bill and payment made within 30 days subject to correctness and completeness of the bill.

11.0 Taxes and duties

5.1

Refer to Clause 2.8.4 of General Conditions of Contract. Notwithstanding anything contained therein, the following provisions shall be applicable for this contract.

12.1.1

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course 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 his bills or otherwise as deemed fit. (**i.e. Rates quoted by bidder shall be inclusive of all taxes and duties except Service Tax**)

However, provisions regarding Service Tax shall be as per following clauses.

12.1.2 Service Tax & Cess on Service Tax

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax and Cess on Output Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and deposit the same with the concerned tax authorities, such applicable amount will be paid by BHEL. Contractor shall submit to BHEL documentary evidence of Service Tax registration and remittance record of such tax immediately after depositing the tax with concerned authorities. Contractor shall obtain prior written consent from BHEL before billing the amount towards such taxes.

With introduction of Cenvat Credit Rules 2004, which came into force w.e.f. 10.09.2004, Excise Duty paid on Input Goods including Capital Goods and Service Tax paid on Input Services that are used for providing the output services can be taken credit of against the Service Tax payable on output services. However BHEL may opt for availing the abatement provision in which case cenvat credit may not be available on input duty.

12.1.2 Modalities of Tax Incidence on BHEL

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.

12.1.3 New Taxes/Levies

In case the Government imposes any new levy/tax on the output service/goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same **before opening of Price Bid**. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

13 Security Deposit (S D)

After placement of letter of award (LOI), Security deposit shall be deposited by successful bidder as per mechanism given in section -15 of this tender.

14.BHEL reserves all rights to operate this contract as per our discretion.

15. BIDDERES MUST SUBMITT THE RELEVANT DOCUMENTS AS ASKED IN THIS TENDER AND AS PER QUALIFYING REQUIREMENT(QR) OF NIT. OFFER OF THE BIDDERS SHALL BE DISQUALIFIED IN CASE ON NON SUBMISSION OF THE DOCUMENTS AS PER THIS TENDER.

Section-9
Special Conditions
Safety, Occupational Health and Environmental Management

Introduction:-

BHEL PSWR has been certified for Environmental Management under ISO 14001:1996 standard and Occupational Health & Safety under OHSAS 18001 by DNV. In order to comply with the above standards, it shall be the endeavor of BHEL and all its subcontractors to meet and implement the requirements by following the guidelines issued under Environmental, Occupational Health and Safety Management (EHS) manual a copy of which will be available with the BHEL Site-in-charge.

Contractor shall also enter into a “Memorandum of Understanding” as given in clause 9.9 in case of award of contract.

9.0 Responsibility Of The Contractor In Respect Of Safety Of Men, Equipment, Material And Environment.

9.1 The Contractor Shall

9.1.1 Abide by the Safety Regulations applicable for the Site/Project and in particular as mentioned in the booklet “Safe Work Practices” issued by BHEL. Contractors are also to ensure that their employees and workmen use safety equipments as stipulated in the Factories Act (Latest Revision) during the execution of the work. Failure to use safety equipment as required by BHEL Engineer will be a sufficient reason for issuance of memo, which shall become part of Safety evaluation of the contractor at the end of the Project. Also all site work may be suspended if it is found that the workmen are employing unsafe working practice and all the costs/losses incurred due to suspension of work shall be borne by contractor. A comprehensive list of National Standards from which the contractor can draw references for complying with various requirements under this section is given under 9.10

9.1.2 Hold BHEL harmless and indemnified from and against all claims, cost and charges under Workmen’s Compensation Act 1923 and 1933 and any amendment thereof and the contractor shall be solely responsible for the same.

9.1.3 Abide by the Procedure governing entry/exit of the contractor’s personnel within the Customer/Client premises. All the contractors employees shall be permitted to enter only on displaying of authorized Photo passes or any other documents as authorized by the Customer/Client

9.1.4 Be fully responsible for the identity, conduct and integrity of the personnel/workers engaged by them for carrying out the contract work and ensure that none of them are ever engaged in any anti national activity

9.1.5 Prepare a sign board giving the following information and display it near the work site:

i. Name of Contractor

- ii. Name of Contractor Site-in-charge & Telephone number
- iii. Job Description in short
- iv. Date of start of job
- v. Date of expected completion
- vi. Name of BHEL Site-in-charge.

9.1.6 Abide by the rules and regulations existing during the contract period as applicable for the contractors at the Project premises.

9.1.7 Observe the timings of work as advised by BHEL Engineer-in-charge for carrying out the contract work.

9.2 **SPECIAL CONDITIONS**

9.2.1 **Safety**

9.2.1.1 **Safety Plan**

Before commencing the work, contractor shall submit a “safety plan” to the authorized BHEL official. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety to 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 “safety plan” before start of work. 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’s decision in this respect.

9.2.1.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances and/or as per direction of BHEL or it’s authorized person to prevent loss of human lives, injuries to men engaged and damage to property and environment.

9.2.1.3 The contractor shall provide to his work force and also ensure the use of Personnel Protection Equipment (PPE) as found necessary and/or as directed and advised by BHEL officials without which permission is liable to be denied.

- Safety helmets conforming to IS 2925/1984 (1990)
- Safety belts conforming to IS 3521/1989
- Safety shoes conforming to IS 1989 part-II /1986(1992)
- Eye and face protection devices conforming to IS 2573/1986(1991), IS 6994 (1973), part-I (1991), IS 8807/1978 (1991), IS 8519/1977(1991).
- Other job specific PPEs of standard ISI make as may be prescribed

9.2.1.4 All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, cages, 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 from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item found to be unsafe

- 9.2.1.5 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carryout 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.
- 9.2.1.6 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.
- 9.2.1.7 The contractor shall adopt all fire safety measures as per relevant Indian Standards
- 9.2.1.8 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 by the relevant government acts, such as petroleum act, explosives act, petroleum and carbides of calcium manual of the chief controller of explosives, Government of India etc. The contractor in all such matters shall also take prior approval of the authorized BHEL official at the site.
- 9.2.1.9 Proper means of access must be used e.g. ladders, scaffolds, platforms etc. No makeshift access such as oil drums or pallets shall be used. Design of these will be in accordance with relevant standards and certified by competent persons before use.
- 9.2.1.10 Temporary arrangements made at Site for lifting , platforms, approach, access etc should be properly designed and approved before being put to use.
- 9.2.1.11 All excavations and openings must be securely and adequately Fenced/barricaded and warning signs erected when considered Necessary as per relevant code of practice.
- 9.2.1.12 No persons shall remove guard rails, covers or protective devices unless authorized by a responsible supervisor and alternative precautions have been taken
- 9.2.1.13 Access ways, means of escape and fire exits shall be clearly marked, kept clear and unobstructed at all times
- 9.2.1.14 Only authorized persons holding relevant license will drive and operate site plant and equipments eg cranes, dumpers, excavators, transport vehicles etc
- 9.2.1.15 Only authorized personnel are allowed to repair, commission electrical equipments.

- 9.2.1.16 Gas cylinders shall be handled and stored as per Gas Cylinder Rules and relevant safe working practices
- 9.2.1.17 All wastes generated at Site shall be segregated and collected in a designated place so as to prevent spillage/contamination/scattering at Site, until the waste is lifted for disposal to designated disposal area as advised by BHEL official.
- 9.2.1.18 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural day light is not adequate for clear visibility.
- 9.2.1.19 The contractor shall train adequate number of workers/ supervisors for administering "FIRST AID". List of competent first aid administrators should be prominently displayed.
- 9.2.1.20 The contractor shall display at strategic places and in adequate numbers the following in fluorescent markings
- Emergency telephone numbers
 - Exit, Walkways
 - Safe working load charts for wire ropes, slings, D shackles etc
 - Warning signs
- 9.2.1.21 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 other contractors or agencies. 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.
- 9.2.1.22 In case of a fatal or disabling injury/accident to any person at construction sites due to lapses by the contractor, the contractor as per statutory requirements shall compensate the victim and/or his/her dependents. 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.
- 9.2.1.23 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.
- 9.2.1.24 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the 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.

- 9.2.1.25 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 out 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 giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

9.2.1.26 **Emergency Response**

- 9.2.1.15.1 BHEL will have an Emergency Response Plan for each Project Site in consultation with the Owner as the case may be, detailing the procedure for mobilization of personnel and equipment, and defining the responsibilities of the personnel indicated, in order to prepare for any emergency that may arise in order to ensure the priorities of
- Safeguard of life
 - Protect assets under construction or neighboring
 - Protect environment
 - Resumption of normal operations as soon as the emergency condition is called off

All Contractors shall also be part of the Emergency response Plan and the personnel so nominated shall be aware of their duties and responsibilities in an emergency response situation.

- 9.2.1.15.2 At least 5% Contractors supervisors and workmen shall undergo training in administering 'First Aid'. The trained persons should represent for all categories of work and for all areas of work. Adequate number of trained persons should be available for each shift. These first aiders shall be included in the emergency response team. Contractor employees and workmen are encouraged to participate in first aid training programmes whenever organized by BHEL.

9.2.2 OCCUPATIONAL HEALTH

- 9.2.2.1 Specific occupational health hazards will be identified through the hazard evaluation processes in consultation with BHEL engineers and the necessary prevention/reduction/elimination methods implemented.

- 9.2.2.2 All personnel working in an activity with a potential risk to health shall be made aware of all those risks and the actions they must take to reduce/control/eliminate the risk

- 9.2.2.3 Safety coordinator shall conduct periodic checks to ensure that every group of workers engaged in similar activities are aware of potential

risks to health and the actions required to be taken to mitigate the risk

9.2.2.4 In order to protect personnel from associated health hazards, the following main areas will be focused

- Issue of approved Personnel Protective Equipment
- Verification that the PPEs are adequate/maintained and worn by all staff involved in operations that are potentially hazardous to their health
- Ensure that the personnel deployed are physically fit for the operation/work concerned
- Provide hygienic and sanitary working conditions

9.2.2.5 Contractor workers employees engaged in noise risk areas shall be issued with hearing protection aids and the use of the same will be enforced. Further, these workers will be educated on the hazards of noise

9.2.2.6 Contractor workers engaged in dust environment shall be issued with necessary dust protection aids and the use of the same shall be enforced

9.2.2.7 Workers engaged in exposure to bright light/rays as in welding or radiation shall be issued with eye protection devices and the use of the same shall be enforced

9.2.2.8 Adequate arrangements shall be made to provide safe drinking water

9.2.2.9 Health monitoring records on at least sample basis for contractor employees & workmen shall be maintained for persons engaged in specified categories of work. These shall include

- Noise induced hearing loss
- Lung Function test
- Ergonomic Test
- Eye Test for Welders, Grinders, Drivers etc

9.2.3.0 HYGIENE and HOUSEKEEPING

9.2.3.1 Good house keeping and proper hygiene is one of the key requirements of Occupational Health Safety and Environment management. Towards this the contractor shall encourage his workers and supervisors to maintain cleanliness in their area of work.

9.2.3.2 The Contractor shall arrange to place waste bins/chutes at convenient locations for the collection of scrap and other wastes. The bins shall be clearly marked and segregated for metal, non-metal, hazardous and non hazardous wastes.

9.2.3.3 BHEL may take up appropriate remedial measures at the cost of the contractors if the contractors fail good house keeping and if there is an imminent risk of pollution

9.2.4 ENVIRONMENT MANAGEMENT

9.2.4.1 BHEL has a sound environmental management system, which is to be maintained and implemented by all the contractors. The system allows for project specific objectives to be set and developed sensitive to Client requirements, applicable environmental legislation and BHEL's own objectives and policy. BHEL engineers will assess and monitor the environmental impact of their work and lay out objectives for their minimisation. The contractors shall implement the objectives for continual improvement of environmental performance. BHEL shall regularly audit environmental impacts and their improvements.

9.2.4.2 WASTE MANAGEMENT

9.2.4.3.1 The objective of waste management is to ensure the safe and responsible disposal of waste, ensuring that it is correctly disposed of and being able to audit the process to ensure compliance.

9.2.4.3.2 Chemical wastes if any shall be collected separately and disposed of to BHEL designated refuse yard as per BHEL advise

9.2.4.3.3 No dangerous chemicals, noxious waste products or materials will be disposed off on or off site without approval obtained through BHEL.

9.2.4.3.4 All disposal of wastes generated during construction shall be in accordance with all relevant legislation.

9.2.4.3.5 Acid and alkali cleaning wastes shall be neutralised to acceptable norms before disposal to the designated area.

9.2.4.3.6 All necessary measures shall be taken to ensure safe collection and disposal of waste oils. In particular to ensure the prevention of their discharge into surface waters, ground waters, coastal waters or drainages

9.3 SUPERVISION

9.3.1 Contractor must provide at least one full time on site safety coordinator when the manpower engaged is in excess of 50 for the contract activities in the premises. If the manpower is less than 50, the on site safety coordination responsibilities shall be assumed by any one of the contractor's other supervisory staff; however in both the cases, the contractor must specify in writing the name of such persons to the BHEL Engineer in Charge .

- 9.3.2 Contractor's safety coordinator or his supervisor responsible for safety as the case may be shall conduct at his work site, and document formal safety inspection and audits at least once in a week. Such documents are to be submitted to BHEL Engineer in Charge for his review and record. Contractor, supervisor must attend all schedule safety meetings as would be intimated to him by the BHEL Engineer in Charge.
- 9.3.3 Before starting work under any contract, the contractor must ensure that a job specific safety procedures/field practices as required over and above the safety permit conditions are prepared and followed .He should also ensure that all supervisors and workers involved understand and follow this procedures /field practices.
- 9.3.4 Contractor must ensure that in his work site appropriate display boards are put displaying signs for site safety , potential hazards and precautions required

9.4.0 **TRAINING & AWARENESS**

- 9.4.1 Contractor shall deploy experienced supervisors and other manpower who are well conversant with the safety and environment regulations of the Project. The electricians to be deployed on the job should have wireman license.
- 9.4.2 All Supervisors & Workmen of the Contractor shall undergo Fire safety training/demonstration whenever arranged by BHEL with the help of either Customer's Fire and Safety department or outside faculty so as to acquire knowledge of fire prevention and also to be able to make use of appropriate fire extinguishers.
- 9.4.3 Contractor must familiarize himself from BHEL Engineer in Charge about all known potential fire, explosion or toxic release hazards related to the contract. He in turn will ensure that same information has been passed to the supervisors and workmen
- 9.4.4 Contractor must ensure that all his supervisors are properly trained and each employee has received and understood from his supervisor necessary training and briefing about the safety requirement. Necessary document as a means to verify that employees have understood the training is to be maintained.
- 9.4.5 The contractor supervisors shall also give a small safety briefing to all the workmen under his charge before undertaking any new work and specially understand the safety requirements that are mandatory

9.5.0 **REPORTING**

- 9.5.1 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 later than twelve hours of the occurrence. Such report shall be furnished in the manner prescribed by BHEL and also to meet statutory requirement.

- 9.5.2 Any injury sustained by any of the contractor's employees within the Project premises must be reported to BHEL supervisor and FIRST AID should be immediately administered. The Contractor shall be responsible for keeping and maintaining proper records of Accidents to his personnel.
- 9.5.3 Contractor must arrange to immediately investigate, properly document and report any injury, accident or near miss involving any of his employees and take appropriate follow up action. He must furnish within 12 hours of the incident a written report to BHEL Engineer in charge and the Safety Section.
- 9.5.4 According to the Factory Act and the Employees state Insurance Act & regulation, any person sustaining any injury within the project premises and absenting himself from work for more than 46 hours, his accident report has to be sent to the respective Government Authorities. Therefore contractor shall inform the owner's representative such matter immediately for their needful action.
- 9.5.5 In addition, contractor shall submit periodic reports on safety to the authorised BHEL official from time to time as prescribed.
- 9.5.6 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.

9.6 **AUDIT REVIEW AND INSPECTION**

- 9.6.1 BHEL shall conduct audit on the contractor performance and compliance with the project specific requirements of the Environment and Occupational Health & Safety Management systems. The programme of audit shall cover all activities under the contract but will focus particularly on high-risk activities. The Construction Manager shall decide the schedule of audit. The audit findings shall be communicated to the contractors and necessary remedial action as advised by BHEL Engineers shall be under taken within the stipulated time.
- 9.6.2 Inspections shall be carried out regularly by the contractors and by BHEL Engineers on activities, facilities, equipment, documentation, to cover the following aspects.

- Compliance with procedures and systems
- Availability, condition and use of PPEs
- Condition of maintenance tools, equipments, facilities
- Availability of fire fighting equipments and its condition
- Use of fire fighting equipments and first aid kit
- Awareness of occupational health hazard
- Awareness of safe working practices
- Presence of quality supervision
- Housekeeping

The Safety Co-ordinator shall visit and inspect work sites daily. All unsafe acts, unsafe conditions that have imminent potential for causing harm/injury/damage will be immediately corrected. He shall

maintain a daily logbook giving details of unsafe acts or conditions observed and the corrective action taken and recommendations for preventing recurrence. Adequacy of corrective actions will be verified

The contractor shall take remedial measures as per the findings of each inspection

Besides the above, the contractor shall be required to carry out the following inspections

SI no	Equipment	Scope of inspection	Inspection by	Schedule
1	Hand tools	To identify unsafe/defective tool	User	Daily
2	Power tools	To identify unsafe/defective tool	User	Daily
3	Fire Extinguishers	To check pressure and any defect	User / Safety Coordinator	Daily Every month
4	Lifting equipment/tackles	To check for defects and efficacy of brakes	User Third party	Daily Every Year
5	PPE	To check for defects	User	Daily

9.7 **NON COMPLIANCE:-**

9.7.1 NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND THE BHEL HAS RIGHT TO IMPOSE FINES ON THE CONTRACTOR AS UNDER **for every instance of violation noticed:**

Sl. No.	Safety	Fine (in Rs)
01	Not Wearing Safety Helmet	50/-
02.	Not wearing Safety Belt	100/-
03.	Grinding Without Goggles	50/-
04.	Not using 24 V Supply For Internal Work	500/-
05.	Electrical Plugs Not used for hand Machine	100/-
06.	Not Slings property	200/-
07.	Using Damaged Sling	200/-
08.	Lifting Cylinders Without Cage	500/-
09.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.	200/-
10.	Not Removing Small Scrap From Platforms	200/-
11.	Gas Cutting Without Taking Proper	200/-

	Precaution or Not Using Sheet Below Gas Cutting	
12.	Not Maintaining Electric Winches Which are Operated Dangerously	500/-
13.	Improper Earthing Of Electrical T&Ps	500/-

Any other non-conformity noticed not listed above will also be fined as deemed fit by BHEL. The decision of BHEL engineer is final on the above. The amount will be deducted from running bills of the contractor. The amount collected above will be utilised for giving award to the employees who could avoid accident by following safety rules. Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.

9.8 **CITATION:-** 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 the job

9.9 Memorandum of Understanding

After Award Of Work, Contractors Are Required To Enter Into A Memorandum Of Understanding As Given Below:

Memorandum of Understanding

BHEL, PSWR is committed to Health, Safety and Environment Policy (EHS Policy) as given in the booklet titled " Safe Working Practices" issued to all contractors.

M/s _____ do hereby also commit to the same EHS Policy while executing the Contract Number _____

M/s _____ shall ensure that safe work practices not limited to the above booklet are followed by all construction workers and supervisors. Spirit and content therein shall be reached to all workers and supervisors for compliance.

BHEL will be carrying out EHS audits twice a year and M/s _____ shall ensure to close any non-conformity observed/reported within fifteen days.

Signed by authorized representative of M/s-----

Name :

Place & Date:

9.10 Comprehensive list of National Standards for reference and use wherever applicable in the execution of Civil, Erection and Commissioning Contracts

IS No	YEAR	Amd upto	DESCRIPTION
IS 10204	1982		PORTABLE FIRE EXTINGUISHERS MECHANICAL FOAM TYPE
IS 10245	1994		SPECIFICATION FOR BREATHING APPARATUS
IS 10291	1982		SAFETY CODE FOR DRESS DRIVERS IN CIVIL ENGINEERING WORKS
IS 10658	1983		HIGHER CAPACITY DRY POWDER FIRE EXTINGUISHERS (TROLLEY MOUNTED)
IS 10662	1992		COLOUR TELEVISION
IS 10667	1983		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR PROTECTION OF FOOT AND LEG
IS 11037	1984		ELECTRONIC FAN REGULATORS
IS 11057	1984		INDUSTRIAL SAFETY NETS
IS 11451	1998		RECOMMENDATION FOR SAFETY AND HEALTH REQUIREMENT RELATING TO OCCUPATION EXPOSURE TO ASBESTOS
IS 1169	1967		PEDESTAL FANS
IS 1179	1967		SPECIFICATION FOR EQUIPMENT FOR EYE AND FACE PROTECTION DURING WELDING
IS 11833	1986		DRY POWDER FIRE EXTINGUISHERS FOR METAL FIRES
IS 11972	1987		CODE OF PRACTICE FOR SAFETY PRECAUTION TO BE TAKEN WHEN ENTERING A SEWAGE SYSTEM
IS 1287	1986		ELECTRIC TOASTER
IS 13063	1991		STRUCTURAL SAFETY OF BUILDINGS ON SHALLOW FOUNDATIONS ON ROCKS
IS 13385	1992		SPECIFICATIONS FOR FIRE EXTINGUISHERS 50 LITRE WHEEL MOUNTED WATER TYPE (GAS

			CARTRIDGES)
IS 13386	1992		SPECIFICATIONS FOR FIRE EXTINGUISHERS 50 LITRE MECHANICAL FOAM TYPE
IS 13415	1992		CODE OF SAFETY FOR PROTECTIVE BARRIERS IN AND AROUND BUILDINGS
IS 13416	1992		RECOMMENDATIONS FOR PREVENTIVE MEASURES AGAINST HAZARDS AT WORKING PLACE PART 1 TO PART 5
IS 13430	1992		CODE OF PRACTICE FOR SAFETY DURING ADDITIONAL CONSTRUCTION AND ALTERATION TO EXISTING BUILDINGS
IS 13849	1993		PORTABLE FIRE EXTINGUISHERS DRY POWDER TYPE (CONSTANT PRESSURE)
IS 1446	1985		CLASSIFICATION OF DANGEROUS GOODS (FIRST REVISION)
IS 1476	1979		REFRIGERATORS
IS 1641	1988		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS (GENERAL): GENERAL PRINCIPLES OF FIRE GRADING AND CLASSIFICATION
IS 1642	1989		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS- DETAILS OF CONSTRUCTION
IS 1643	1988		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS (GENERAL): EXPOSURE HAZARD
IS 1646	1997		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS (GENERAL): ELECTRICAL INSTALLATIONS
IS 1904	1986		CODE OF PRACTICE FOR DESIGN AND CONSTRUCTION OF FOUNDATIONS IN SOIL
IS 1905	1987		STRUCTURAL SAFETY OF BUILDINGS MASONARY WALLS
IS 2082	1985		ELECTRICAL GEYSERS
IS 2171	1985		PORTABLE FIRE EXTINGUISHERS DRY POWDER TYPE (CARTRIDGE)
IS 2309	1989		PRACTICE FOR THE PROTECTION OF BUILDINGS AND ALLIED BUILDINGS AGAINST LIGHTENING
IS 2312	1967		EXHAUST FANS
IS 2361	1994		SPECIFICATION FOR BUILDING GRIPS – FIRST REVISION
IS 2418	1977		TUBULAR FLUORSCENT LAMPS IS 2418 (FT-1)
IS 2750	1964		STEEL SCAFFOLDINGS
IS 2762	1964		SAFE WORKING LOADS IN KGS FOR WIRE ROPE SLINGS

IS 2878	1986		FIRE EXTINGUISHERS CARBON DIOXIDE TYPE (PORTABLE AND TROLLEY MOUNTED)
IS 2925	1984		SPECIFICATION FOR INDUSTRIAL SAFETY HELMETS
IS 3016	1982		CODE OF PRACTICE FOR FIRE PRECAUTIONS IN WELDING AND CUTTING OPERATIONS- FIRST REVISION
IS 3315	1974		DESERT COOLERS
IS 3521	1989		INDUSTRIAL SAFETY BELTS AND HARNESS
IS 368	1983		IMMERSION WATER HEATERS
IS 3696	1991		SAFETY CODE OF SCAFFOLDS AND LADDERS PART 1 TO 2
IS 3737	1996		LEATHER SAFETY BOOTS FOR WORKERS IN HEAVY METAL INDUSTRIES
IS 374	1979		CEILING FANS INCLUDING REGULATORS
IS 3764	1992		EXCAVATION WORK – CODE OF SAFETY
IS 3786	1983		METHOD FOR COMPUTATION OF FREQUENCY AND SEVERITY RATES FOR INDUSTRIAL INJURIES AND CLASSIFICATION OF INDUSTRIAL ACCIDENTS
IS 3935	1966		CODE OF PRACTICE FOR COMPOSITE CONSTRUCTION
IS 4014	1967		CODE OF PRACTICE FOR STEEL TUBULAR SCAFFOLDING
IS 4081	1986		SAFETY CODE FOR BLASTING AND RELATED DRILLING OPERATIONS
IS 4082	1977	1996	STACKING AND STORAGE OF CONSTRUCTION MATERIALS AND COMPONENTS AT SITE
IS 4130	1991		DEMOLITION OF BUILDINGS – CODE OF SAFETY PART 1 TO 2
IS 4138	1977		SAFETY CODE FOR WORKING IN COMPRESSED AIR (FIRST REVISION)
IS 4155	1966		GLOSSARY OF TERMS RELATING TO CHEMICAL AND RADIATION HAZARDS AND HAZARDOUS CHEMICALS
IS 4209	1967		CODE OF SAFETY FOR CHEMICAL LABORATORY
IS 4250	1980		FOOD MIXERS
IS 4262	1967		CODE OF SAFETY FOR SULFURIC ACID
IS 4756	1978		SAFETY CODE FOR TUNNELING WORK
IS 4912	1978		SAFETY REQUIREMENTS FOR FLOOR AND WALL OPENINGS, RAILINGS AND TOE BOARDS

IS 5121	1969		SAFETY CODE FOR PILING AND OTHER DEEP FOUNDATIONS
IS 5182	1969	1982	METHODS FOR MEASUREMENT OF AIR POLLUTION
IS 5184	1969		CODE OF SAFETY FOR HYDROFLUORIC ACID
IS 5216	1982	2000	RECOMMENDATIONS ON SAFETY PROCEDURES AND PRACTICE IN ELECTRICAL WORK PART I AND II
IS 555	1979		TABLE FANS
IS 5557	1995		INDUSTRIAL AND SAFETY LINED RUBBER BOOTS (SECOND REVISION)
IS 5916	1970		SAFETY CODE FOR CONSTRUCTION INVOLVING USE OF HOT BITUMINOUS MATERIALS
IS 5983	1980		SPECIFICATION FOR EYE PROTECTORS – FIRST REVISION
IS 6234	1986		PORTABLE FIRE EXTINGUISHERS WATER TYPE (STORED PRESSURE)
IS 692	1994		CRITERIA FOR SAFETY AND DESIGN OF STRUCTURES SUBJECTED TO UNDERGROUND BLASTS
IS 6994	1973		SPECIFICATION FOR SAFETY GLOVES
IS 7155	1986		CODE OF RECOMMENDED PRACTICE FOR CONVEYOR SAFETY (PART 1 TO 8)
IS 7205	1974		SAFETY CODE FOR ERECTION OF STRUCTURAL STEEL WORK
IS 7293	1974		SAFETY CODE FOR WORKING WITH CONSTRUCTION MACHINERY
IS 7323	1994		GUIDELINES FOR OPERATIONS OF RESERVOIRS
IS 7812	1975		CODE OF SAFETY FOR MERCURY
IS 7969	1975		SAFETY CODE FOR HANDLING AND STORAGE OF BUILDING MATERIALS
IS 8089	1976		CODE OF SAFE PRACTICE FOR LAYOUT OF OUTSIDE FACILITIES IN AN INDUSTRIAL PLANT
IS 8091	1976		CODE OF PRACTICE FOR INDUSTRIAL PLANT LAYOUT
IS 8095	1976		ACCIDENTS PREVENTION TAGS
IS 818	1968	1997	CODE OF PRACTICE FOR SAFETY AND HEALTH REQUIREMENTS IN ELECTRIC AND GAS WELDING, AND CUTTING OPERATIONS
IS 8448	1989		AUTOMATIC LINE VOLTAGE CORRECTOR (STABILISER)
IS 8519	1977		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR BODY PROTECTION
IS 8520	1977		GUIDE FOR SELECTION OF INDUSTRIAL

			SAFETY EQUIPMENT FOR EYE, FACE AND EAR PROTECTION
IS 875	1987		STRUCTURAL SAFETY OF BUILDING: LOADING STANDARD PART 1 TO 5
IS 8807	1978		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR PROTECTION OF ARMS AND HANDS
IS 8978	1985		INSTANTANEOUS WATER HEATERS
IS 8989	1978		SAFETY CODE FOR ERECTION OF CONCRETE FRAMED STRUCTURES
IS 940	1989		PORTABLE FIRE EXTINGUISHERS WATER TYPE (GAS CARTRIDGE)
IS 9457	1980		SAFETY COLOURS AND SIGNS
IS 9679	1980		CODE OF SAFETY FOR WORK ENVIRONMENTAL MONITORING
IS 9706	1997		CODE OF PRACTICE FOR THE CONSTRUCTION OF AERIAL RPEWAYS FOR THE TRANSPORTATION OF MATERIAL
IS 9759	1981		GUIDELINES FOR DEWATERING DURING CONSTRUCTION
IS 9815	1989		SERVO MOTOR OPERATED LINE VOLTAGE CORRECTOR (SERVO STABILISER)
IS 9944	1992		RECOMMENDATIONS ON SAFE WORKING LOAD FOR NATURAL AND MAN-MADE FIBRE ROPE SLINGS
IS 996	1979		SINGLE PHASE ELECTRIC MOTORS
ISO 3873	1977		SAFETY HELMET

SECTION - 15

SPECIAL CONDITIONS OF CONTRACT

15.0 Earnest Money Deposit (EMD) & Security Deposit (SD)

15.1 Earnest Money Deposit:

15.1.1 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 Earnest Money Deposit shall be Rs.1,00,000/- (Rupees ONE Lakh only).

One time EMD will be Rs. 2 lakhs.

EMD is to be collected in cash (as permissible under Income Tax Act), Pay order or Demand Draft only. **DD SHOULD BE MADE IN FAVOR OF—‘BHARAT HEAVY ELECTRICALS LIMITED’**

15.1.2 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.

15.1.3 EMD shall not carry any interest.

15.2 Security Deposit

15.2.1 Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Value of Work	Rate of SD
Up to Rs. 10 lakhs	10%
Above Rs. 10 lakhs up to Rs.50 lakhs	1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.
Above Rs. 50 lakhs	Rs 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs

The Security Deposit shall be collected before start of the work by the contractor.

15.2.2 Security Deposit may be furnished in any one of the following forms

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favor of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- i) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.

(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favor of BHEL and discharged on the back).

- ii) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back.
- iv) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be furnished in the form of BG or DD by the Contractor before start of the work and the balance 50% may be recovered from the running bills. (**Bank Guarantee for security deposit should be valid for completion date plus six month claim period**)
- iv) EMD of the successful tenderer may be converted and adjusted against the security deposit or specific request by the contractor.
- v) The security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

15.2.3 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

APPENDIX-I

CONCURRENT COMMITMENTS

SL. NO	FULL POSTAL ADDRESS OF CLIENT AND NAME OF OFFICER IN- CHARGE	DESCRIPTION OF THE WORK	VALUE OF THE CONTRACT	COMMENC- EMENT DATE	SCHEDU-LED COMPLE- TION	% COMPL-TD. AS ON DATE	ANTICIPA-TED COMPLN. DATE	REMARKS

SIGNATURE OF THE BIDDER
DATE:

APPENDIX-II

DETAILS OF WORK DONE DURING THE LAST SEVEN YEARS

SL .N O.	FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	DESCRIP-TION OF WORK	VALUE OF CONTRACT	DATE OF AWARD OF WORK	DATE OF COMMENCEMENT OF WORK	ACTUAL COMPLETION TIME (MONTHS)	DATE OF ACTUAL COMPLETION OF WORK	REMARKS
1								
2								
3								
4								
5								

BIDDERS SHALL ENCLOSE COPIES OF DETAILED WORK ORDER (GIVING BILL OF QUANTITIES AND SCOPE OF WORK) AND COMPLETION CERTIFICATE IN SUPPORT OF THIS STATEMENT.

DATE

SIGNATURE OF TENDERER WITH SEAL

ANNEXTURE- III**PROPOSED LIST OF ITES AS THE DETAILS SPECIFIED IN THIS TENDER**

SR NO	NAME OF THE QAE	QAE- QUALIFICATION DETAILS	QAE- EXPERIENCE DETAILS	REMARKS
1				
2				
3				
4				
5				
6				
7				
8				
9				

NOTE: Bidder must submit the proposed list of ITES team with required documents such as qualification certificate,experience certificate etc .