

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CONTENTS

Sl no	DESCRIPTION	Chapter	No. of Pages
Vol I A	Part-I: Contract specific details		
1	Project Information	Chapter-I	1
2	Scope of works	Chapter-II	5
3	Facilities in Scope of Contractor / BHEL (Scope Matrix)	Chapter-III	7
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	3
5	T&Ps AND MMEs to be deployed by bhel on sharing basis	Chapter-V	1
6	Time Schedule	Chapter-VI	1
7	Terms of Payment	Chapter-VII	3
8	Taxes & Duties	Chapter-VIII	2
9	Weight Schedule	Chapter-IX	2
10	General	Chapter-X	6
11	Important Conditions	Chapter-XI	2
12	Work Progress	Chapter-XII	2
13	Preservation	Chapter-XIII	2
Vol I A	Part-II		
1	Corrections/ Revisions in SCC GCC Forms and Procedures	Chapter-1	20
2	Procedures Related to Material Handling, Storage & Other Responsibilities at BHEL Stores	Chapter-2	3
3	Format for Bank Guarantee for Crane and Trailer Deployment	Chapter-3	2
4	Format for Form no.: F-14 (Rev 01); Monthly Plan and Review with Contractors	Chapter-4	06
5	Format for Form no.: F-15 (Rev 02); Monthly Performance Evaluation of contractor	Chapter-5	06
6	HSE plan for site operations by subcontractor	Chapter-6	82
7	Hire charges on issue of capital tools & Plants (Only corresponding charges)	Chapter-7	14
8	Proforma of Bank Guarantee (in lieu of Earnest Money)- Form WAM 23	Chapter-8	03
9	Proforma of Bank Guarantee (in lieu of Security Deposit)- Form WAM 22	Chapter-9	03
10	Procedure for conduct of Conciliation	Chapter-10	11

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME - IA PART – I CHAPTER – I PROJECT INFORMATION

1	Name of the Project	NTPL Tuticorin FGD
2	Station Capacity	2X500 MW
3	Owner	NLC Tamil Nadu Power Limited (NTPL) (A Joint Venture Between NLC INDIA LIMITED and Tamil Nadu Electricity Board)
4	Site Location	At Tuticorin taluk in Tuticorin district in the southern part of Tamilnadu along the Bay of Munnar, India. The site is accessed by National highway no. 7A adjacent to plant. Tuticorin sea port is located adjacent to the plant. Nearest town Tuticorin is located 5.5 km away from the plant
5	Nearest Railway Station	Port Trust Railway Yard at a distance of 1.0 km
6	Nearest Airport	Nearest airstrip is located at Pudukottai at a distance of 16.5 km
7	Nearest Seaport	Tuticorin sea port is located adjacent to the plant.
8	Site Conditions	
A	Max Dry Bulb Temperature	20.8 Deg C
B	Max Dry Bulb Temperature	36.5 Deg C
C	Performance DBT	27 Deg C
D	Relative Humidity for design / efficiency	i. Maximum 82 % ii. Minimum 35 % iii. Performance 50%
E	Annual average rainfall, mm	437 mm
F	Plant Elevation above MSL	The natural land profile of the site 1.46 m above mean sea level
G	Mean Wind Speed	Civil/structural design will be done considering IS 875 part 3
I	Earthquake Zone	ZONE II

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME-IA PART-I CHAPTER – II

SCOPE OF WORKS

THE SCOPE OF THE WORK WILL COMPRIZE OF BUT NOT LIMITED TO THE FOLLOWING:

(All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

Material Handling, verification, stacking, re-shifting of materials, Tracking location of materials along with associated documentation in the computerized MM / SCMS package with BHEL and manual registers & preservation of materials / components of FGD, components of Steel Supplies like TMT Bars, Plate materials / structural steel / reinforcement steel / Tools and Plants, BHEL office furniture, miscellaneous items, etc., at NTPL Tuticorin FGD 2X 500 MW at Harbour Estate, Tuticorin District, Tamil Nadu

1.2.0 IMPORTANT CONDITIONS OF THE CONTRACT

- 1.2.1 The number of storage yard may be one or more. All the yards shall be divided into many locations and shall be marked visibly (Grid marking).
- 1.2.2 Each location shall be identified by a display board which shall be visible from distant locations. All the materials and consumables required for this shall also be in the scope of the contractor. The contractor shall submit the yard layout – with grid positions marked- drawing to BHEL Engineer prior to commencement of first unloading.
- 1.2.3 It would be the responsibility of the contractor to keep in contact with the BHEL authorities at site to find out the arrival of the consignments. The lorry way bill/ truck way bill for the consignments would be handed over to the contractor immediately on receipt.
- 1.2.4 The contractor shall examine the packages, consignments etc., on arrival and bring to the notice of Transport authorities and BHEL authorities regarding loss/ damages, if any observed in the consignments proposed to be taken delivery of, before, taking delivery, particularly of consignment in –smalls the weight of the packages and any discrepancies shall be reported immediately to BHEL/ Transport authorities. In case it becomes necessary to take open delivery from the authorities, contractor should make all arrangements for taking open deliveries. All expenses connected there with shall be to the account of the contractor. Any loss that occurs to BHEL on account this will be recovered from his progress bills.
- 1.2.5 Contractor shall examine all the shipment and notify BHEL Engineer immediately for the purpose of engineer's information. The contractor shall submit a report every week detailing in this regard

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.2.6 In case of apparent damages / shortage to consignment / packing noticed by the contractor such cases shall be brought to the notice of BHEL and cleared only with BHEL's knowledge / approval.
- 1.2.7 Any discrepancy / shortage / damage found in the consignment after taking delivery from the carriers after giving clear receipt would be the responsibility of the contractor and the amount liable to be lost by BHEL on such amount is recoverable from the contractor.
- 1.2.8 The contractor is required to find out from concerned authorities, regarding arrival of consignment prior to the receipt of consignment note, if any, and take delivery of the same on "Indemnity Bond". Indemnity Bonds would be executed by BHEL, when intimation regarding arrival of consignment is furnished by the contractor.
- 1.2.9 Detailed verification of materials with reference to packing list / Loading advise slip / etc., after unpacking of boxes & crates; repacking where called for, after detailed verification; preparation of receipt inspection reports etc shall be carried out within the quoted rate within 30 days of the unloading. If the verification is not carried out within 30 days for reasons attributable to the contractor, then BHEL is having right to carryout the verification at the risk and cost of the contractor.
- 1.2.10 Consignment coming on Sundays and Holidays are also required to be handled by the contractor on the same day. Since the offices and godowns will probably remain closed on these days, it will be the responsibility of the contractor to contact the Site Engineer / his authorised representative at BHEL at their residence and obtain instructions.
- 1.2.11 Since the consignment are expected to arrive during any time of the day or night contractor shall have his workmen round-the-clock at site as well as other places as required to unload the materials. Contractor's quoted rate shall include all such contingencies.
- 1.2.12 Unloading of materials / components at the storage yard, using contractor's own Lorries, Trailers and other equipment with valid road permits for their operation, unloading and stacking handling at storage yard for verification shall be the responsibility of the contractor under this contract.
- 1.2.13 Unloading of all materials including ODC and heavy consignments either by the crane or by rigging method, at the location decided by BHEL engineer shall be carried out by the contractor within the quoted rate. All T&Ps including hydraulic jacks and wooden sleepers required for rigging method of unloading shall be arranged by the contractor
- 1.2.14 Unloading from Transport equipment's, transportation, unloading at storage area / work site of heavy sophisticated equipment like heavy motors,

TECHNICAL CONDITIONS OF CONTRACT (TCC)

modules, heavy bearings, fans, Transformers, Electricals Panels, components of Turbine & Generator, etc., shall be done in the presence of and as per the direction of BHEL representative including stacking and restacking if necessary.

1.2.15 All the materials shall be stored at minimum of 6" height above the ground level by the use of concrete or wooden sleepers or wooden logs. No material shall be allowed to remain on ground at any time. Materials shall not be stacked in low lying areas, where it is likely to get flooded during rain.

FOR STACKING THE MATERIALS ABOVE THE GROUND LEVEL, WOODEN / CONCRETE SLEEPERS, WOODEN LOGS, CONCRETE BLOCKS AND FIRE RESISTANT COVERING MATERIAL (TARPAULINS) ETC, WHEREVER DEEMED NECESSARY, WILL BE ARRANGED BY BHEL FREE OF COST AS DECIDED BY BHEL ENGINEER. However, for unloading the materials, wooden sleepers shall be provided by the contractor.

1.2.16 Stacking of the materials shall be done as per the instructions and to the satisfaction of BHEL Engineers. The materials shall be stacked so that it should facilitate easy handling during erection and also enable traceability and "ready to lift" position in the stacked area for civil / mechanical / electrical/ other contractors. In case any negligence or improper stacking is noticed, it shall be the responsibility of the contractor to re-stack at his cost. Failure to do so may force BHEL to get the job done through other agencies and recover the same from the contractor.

1.2.17 Under the scope of this contract, it shall be the responsibility of the contractor to provide facilities to open the package in the presence of BHEL Engineers verifying the same, repacking wherever and whenever necessary properly stacking them as may be directed by BHEL so as to facilitate proper handling and verification.

1.2.18 The contractor shall execute the work in the most substantial and workmen like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to contractor's lapse shall have to be made good by the contractor.

1.2.19 General cleaning, grass cutting and upkeep of storage yard, stores area shall be carried out within the quoted rates for unloading, verification, identification and storage.

1.2.20 Transportation of certain materials from Godown of Transport carriers, unloading, verification of components which includes unpacking of cases /crates, repacking after verification, preservation, stacking of all the components at stores / storage space, shifting of materials from one location

TECHNICAL CONDITIONS OF CONTRACT (TCC)

to another location within plant boundary and wherever required keeping the materials / components by raising height.

1.2.21 As per instruction of BHEL Engineer, on receipt of "Stores Issue Voucher" the contractor shall locate, identify the material and shall keep it in ready to lift position immediately.

1.2.22 The contractor, with his manpower shall update and maintain the documents and records of BHEL's Material Management department as per the instruction of the BHEL engineer. Entering the data in the BHEL computer as per the instruction of the BHEL engineer is also in the scope of the contractor.

1.2.23 Handling and loading of outgoing materials those are to be sent to other destinations shall be carried out by the contractor. There shall not be any separate payment to the contractor for handling and loading of outgoing materials.

1.2.24 In case of delay in unloading / fail to unload the equipment immediately, BHEL reserve the right to unload the equipment's / components through other agencies at the risk and cost of the contractor.

1.2.25 The owner / employer or his authorized agents may inspect stores, storage yard, etc during the currency of the contract awarded to him. The contractor shall make necessary arrangements for such inspection and carry out the rectification pointed out by the owner / employer without any extra cost to the owner / employer. No cost whatsoever such duplication of inspection of work be entertained.

1.2.26 The contractor will arrange for gate passes and any other permits required for carrying out his work from the respective agencies at his own cost. He will also comply with regulations of the customer within the project area, any of the State Government and other Government agencies.

1.2.27 Materials shall be stacked neatly, preserved and stored in the stores in an orderly manner. Sometimes it may become necessary for the contractor to handle, reshift certain unrequired components in order to take out / stack the required materials. The contractor has to take this contingency also into account. No extra payment is payable for such contingencies.

1.2.28 Contractor with his own T& Ps and manpower shall receive, verify and transport all the materials received at Transporters godowns within a radius of 40 km in and around Project site to the BHEL stores within the quoted rate.

1.2.29 From the area / delivery points of all materials / components pertaining to generating units, auxiliaries, piping, miscellaneous plants and equipments, panels, cables and other electrical equipments, oil drums, tools, plants or any

TECHNICAL CONDITIONS OF CONTRACT (TCC)

other items and equipments meant for erection, commissioning, and office equipment / furniture and miscellaneous items, contractor to use his own cranes, tractor / trailers, trucks, lorries, slings, jacks, lifting tackles and any other equipments for this job. Handling of equipments for verification of components including opening of cases / crates / boxes and repacking / stacking after verification shall also be the responsibility of the contractor.

- 1.2.30 Compliance with statutory obligations as well as any other requirements / provisions with respect to contractor 's manpower, equipment including insurance, medical facilities, minimum wages, safety requirements, accommodations etc., to be the responsibility of the contractor.
- 1.2.31 If contractor is required to arrange any additional crane, then the charges at the pro rata rate indicated for the subject crane, mutually agreed shall be borne by BHEL.
- 1.2.32 The contractor shall provide the necessary resources like trained PC operators, clerical / secretarial staff / helpers for maintaining the Computerised Material Management Package provided by BHEL and carry out all operations of maintenance of documentation (soft as well as hard copies) including housekeeping for the works covered under this tender. The computer terminals for this purpose will be provided by BHEL.
- 1.2.33 For material preservation, all the preservative consumables like paint, grease etc shall be issued by BHEL free of cost and contractor has to arrange for application of preservatives with their own T&P, consumables like brush, emery sheet etc.

1.2.34 RESHIFTING AND RESTACKING OF MATERIALS / COMPONENTS:

- 1.2.34.1 Reshifting and restacking of the materials / components within the plant boundary shall be carried out by the contractor as per the instruction of BHEL engineer without any delay. There shall not be any separate payment to the contractor for re shifting and restacking of materials. However, If the materials / components are to be shifted from outside the plant boundary to a location inside the plant boundary, then the mutually agreed charges towards high speed Diesel only shall be paid to the contractor. No other charges shall be payable to contractor on account of re shifting and restacking.
- 1.2.34.2 In case it is necessary to shift and re-stack the materials kept at work area/ site to enable other agencies to carry out their work, same shall be done by the contractor and shall be considered as Re shifting and restacking of materials / components.

1.2.35 ONLINE SITE CONSTRUCTION MANAGEMENT SYSTEM (SCMS):

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Contractor has update the BHEL's online material management system, reporting of daily progress, billing and other similar activities, within the quoted rate.

1.2.36 EXCLUSIONS:

1.2.36.1 Unloading of materials received through rail in RAKES.

1.2.36.2 Supply of preservation materials like paints, grease etc.

Note:

For further detailed scope of works, refer relevant chapters in this book

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME IA PART – I CHAPTER – III

FACILITIES IN THE SCOPE OF CONTRACTOR / BHEL (SCOPE MATRIX)

Sl.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.1.1.0	ESTABLISHMENT			
1.3.1.1.1	FOR CONSTRUCTION PURPOSE:			
A	Open space for office	Yes		Free of charges as provided by NTPL
B	Open space for T&P	Yes		Free of charges as provided by NTPL
C	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	At bidder's own cost
D	Bidder's all office equipment's, office / store / canteen consumables		Yes	At bidder's own cost
E	Canteen facilities for the bidder's staff, supervisors and engineers etc.		Yes	At bidder's own cost
F	Firefighting equipment's like buckets, extinguishers etc.		Yes	At bidder's own cost
G	Fencing of storage area, office, canteen etc. of the bidder		Yes	At bidder's own cost
1.3.1.1.2	FOR LIVING PURPOSES OF THE SUCCESSFUL BIDDER'S PERSONNEL			
A	Open space for labour colony	Yes		As provided by NTPL on chargeable basis as per the prevailing rate of NTPL
B	Living accommodation		Yes	At bidder's own cost

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Sl.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.1.2.0	ELECTRICITY			
1.3.1.2.1	Electricity For construction purposes	Yes		Free of charges as provided by NTPL
1.3.1.2.1.1	Single point source (In general)	Yes		
	For detail, refer clause no. 1.3.4.1			
1.3.1.2.1.2	Further distribution for the work to be done which include supply of materials and execution		Yes	At bidder's own cost
1.3.1.2.2	Electricity for the office, stores, canteen, labour colony, etc of the bidder which include:		Yes	At bidder's own cost
1.3.1.2.2.1	Distribution from single point including supply of materials and service		Yes	At bidder's own cost
1.3.1.2.2.2	Supply, installation and connection of material of energy meter including operation and maintenance		Yes	At bidder's own cost
1.3.1.2.2.3	Duties and deposits including statutory clearances for the above		Yes	At bidder's own cost
1.3.1.2.2.4	Demobilization of the facilities after completion of works		Yes	At bidder's own cost
1.3.1.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc on the above lines. (in case BHEL provides this facility, the scope should be given without ambiguity)		Yes	
1.3.1.3.0	WATER SUPPLY			
1.3.1.3.1	For construction purposes:	Yes		Free of charges as provided by NTPL
1.3.1.3.1.1	Making the water available at single point	Yes		As provided by NTPL
1.3.1.3.1.2	Further distribution as per the		Yes	At bidder's own

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Sl.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
	requirement of work including supply of materials and execution			cost
1.3.1.3.2	Water supply for bidder's office, stores, canteen, labour colony, etc.		Yes	At bidder's own cost
1.3.1.3.2.1	Making the water available at single point		Yes	At bidder's own cost
1.3.1.3.2.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	At bidder's own cost
1.3.1.4.0	LIGHTING			
1.3.1.4.1	For construction work (supply of all the necessary materials)		Yes	At bidder's own cost
	At office storage area			
	At the construction site / area			
1.3.1.4.2	For construction work (Execution of the lighting work / arrangements)		Yes	At bidder's own cost
	At office storage area			
	At the construction site /area			
	At the labour hutment			
1.3.1.5.0	COMMUNICATION FACILITIES for site operations of the bidder	-		
1.3.1.5.1	Telephone, Fax, internet, intranet, email etc		Yes	At bidder's own cost

Sl.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.2.1.0	Engineering works for construction			
1.3.2.1.1	Providing the construction drawings for all the equipment covered under this scope			NA

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.3.2.1.2	Detailing of drawings for construction			NA
1.3.2.1.3	As-built drawings – wherever deviations observed and executed and also based on the decisions taken at site- example – routing of small-bore pipes			NA
1.3.2.1.4	Shipping lists etc for reference and planning the activities	Yes	Yes	"
1.3.2.1.5	Preparation of site construction schedules and other input requirements			NA
1.3.2.1.6	Review of performance (Form-14) and revision of site construction schedules in order to achieve the end dates and other commitments		Yes	NA
1.3.2.1.7	Weekly construction schedules based on SI No 1.3.2.1.5		Yes	NA
1.3.2.1.8	Daily construction / work plan based on SI No 1.3.2.1.7		Yes	For daily monitoring meeting at site
1.3.2.1.9	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	At bidder's own cost
1.3.2.1.10	Preparation of preassembly bay, if any required		Yes	At bidder's own cost
1.3.2.1.11	Laying of racks for gantry crane if provided by BHEL or brought by the contractor / bidder himself			NA

1.3.3 OPEN SPACE:

Open space, as provided by NTPL, will be provided to the bidder free of cost. Availability of land within plant boundary is very limited and the contractor has to plan and use the existing land considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erection agencies. Land will

TECHNICAL CONDITIONS OF CONTRACT (TCC)

be allocated with certain time frame and to the extent available/ considered necessary, and will be reviewed by BHEL depending upon the area availability. Area within plant premises for office, storage area etc. for construction purpose shall be provided as per availability free of cost. The contractor will be responsible for handing back all lands, as handed over to him by BHEL.

Land for labor colony shall be provided by BHEL approximately nearer to site (outside plant boundary), on chargeable basis, as provided by NTPL. The contractor shall provide adequate water arrangement for drinking/washing/bathing with required toilets, drainage system, and electrification etc. in labour colony at his own cost. Suitable paved area, as & if directed by customer based on hygiene requirement of labour, to be provided in the labour colony at the cost of contractor.

1.3.4 ELECTRICITY:

- 1.3.4.1 In general, Construction power will be provided to the contractor free of cost at one single point within the plant area by BHEL as provided by NTPL. The contractor has to provide necessary meter for measuring the power consumption. The contractor shall make his own arrangement for further distribution with necessary isolator/LCB. However, based on request of Contractor and requirement of project, BHEL Site in charge, at his discretion, may provide construction power at multiple point (as close to work area as possible), free of cost, for smooth execution of the work at site. If, BHEL provides electricity at more than one point (as close to work area as possible), it will be responsibility of the contractor to provide all the support necessary for enabling BHEL for extending such provision to contractor. The contractor has to Provide necessary meter for measuring the power consumption. The contractor shall make his own arrangement for further distribution with necessary isolator/LCB etc.
- 1.3.4.2 Necessary "Capacitor Banks" to improve the Power factor to a minimum of 0.9 shall be provided by the contractor at his cost. Penalty if any levied by customer on this account will be recovered from contractor's bills.
- 1.3.4.3 Any duty, deposit involved in getting the Electricity shall be borne by the bidder. As regards contractor's office shed also all such expenditure shall be borne by the contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.3.4.4 Provision for distribution of electrical power from the given single central common point to the required places with proper distribution boards, approved cables and cable laying including supply of all materials like cables, switch boards, pipes etc., observing the safety rules laid down by electrical authority of the State / BHEL / their customer with appropriate statutory requirements shall be the responsibility of the tenderer / contractor.
- 1.3.4.5 BHEL is not responsible for any loss or damage to the contractor's equipment as a result of variations in voltage / frequency or interruptions in power supply.
- 1.3.4.6 Contractor has to make their own arrangements for electricity requirement for labour colony at his own cost.
- 1.3.4.7 As there are bound to be interruptions in regular power supply, power cut/ load shedding in any construction sites, contractor should make his own arrangement for alternative source of power supply. No separate payment shall be made for this contingency.

1.3.5 WATER:

- 1.3.5.1 Water (Raw water) required for construction purposes will be provided at one single point within the plant area free of cost as provided by NTPL. The contractor has to construct sump, at their own cost, for storage of water in the area allocated to contractor (preferably in working area), of adequate size (BHEL approval, for the size, shall be taken prior to construction). Water shall be filled in the sump by NTPL tankers. The required pumps & accessories, pipes for drawing water from the given point and further distribution will be arranged by the contractor at their cost to go on without interruptions. Water from sump thus constructed, shall also be utilized among various contractors deployed by BHEL viz. mechanical, electrical, C&I, BOPs, etc.
- 1.3.5.2 In case of non-availability of water, the contractor shall make his own arrangements of water **suitable for construction purpose** to have uninterrupted work. No separate payment shall be made for any contingency arrangement made by contractor, due to delay / failure for providing water supply.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME-IA PART-I CHAPTER – IV

T&PS and MMEs TO BE DEPLOYED BY CONTRACTOR

- 1.4.1 All the tools & plants required for this scope of work are to be arranged by the contractor within the quoted rates.
- 1.4.2 The deployment plan & period of cranes as mentioned in clause 1.4.4 below are essential to the contract. The successful bidder shall submit two number of BANK GUARANTEES (BG) (as per the enclosed format) each for a value of Rs. Three lakhs only valid for the contract period from the date of work commencement. The contractor shall submit the BGs within five working days from the date of issue of the LOI at the BHEL PSSR Head Quarters, Chennai
- 1.4.3 Non availability of the following cranes as per below chart will lead to encashment of above BANK GUARANTEES (BG) in the month following the month of default. The decision of BHEL in this regard shall be final and binding on the contractor.
- 1.4.4 Deployment plan for the List of minimum major Tools & Plants to be deployed by the contractor during the period is mentioned below:

SI no	Equipment – Capacity in MT	Qty in Nos	Tentative Deployment period		
			From	To	Total period
01	Mobile crane- 12 MT or above	01	1st Month	30th Month	30 Months
02	Trailer- 40 T or above	01	1st Month	27th Month	27 Months

Note:

1. The age of the contractor deployed cranes up to 150 T should be within 15 years as on date of deployment. Contractor has to provide documentary proof for the age of the crane at the time of deployment to the BHEL Engineer.
2. The start of the deployment period of each T&P can be mutually discussed and deployed. However, the total deployment period indicated against each T&P to be maintained

- 1.4.5 Crane log sheet for each of the crane on daily basis are to be certified by the BHEL engineer. Contractor shall submit the monthly Running Account Bills along with duly certified log sheets.
- 1.4.6 Contractor shall make necessary arrangements for round the clock operations, in case of heavy inflow of materials within the quoted rates.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Decision of BHEL engineer is final in requirement of round the clock operation. Adequate lighting to be provided by the contractor for night operations within the quoted rates.

1.4.7 Contractor shall ensure that all the cranes and trailers mentioned in the deployment plan shall be in good working condition throughout the period mentioned in the deployment plan. In case of the cranes and trailers are not in working conditions for one full day, then the proportional amount payable towards the T & P shall not be paid. In addition, twice the proportional amount shall be deducted as penalty. The proportional payment shall be calculated as below:

Monthly Payable towards that T & P divided by No of working days. In case if the full amount as said above could not be deducted in the respective running bill, BHEL reserves the right to encash the two nos. of BGs in succession for the balance portion of deduction. On taking action by BHEL for encashing the second BG, a notice to termination of contract shall be served and processed as per the contractual provisions.

1.4.8 Regular maintenance period of one day per month shall be permitted and Preventive maintenance period of six days per year with each spell not exceeding three days shall be permitted for the T&Ps.

1.4.9 If work gets delayed due to non-availability of any T & P, BHEL reserves the right to get the work done at the risk and cost of contractor. The value of the risk and cost or the deduction as calculated above, whichever is higher will be deducted from the Contractor's monthly bills.

1.4.10 Any or part or all of the T & Ps of the contractor identified for the tendered package shall not be engaged for any works other than that of the works intended in this tender.

1.4.11 In case BHEL decides to engage the T&P for any of its job then the contractor is bound to operate the cranes with his own operator as per the direction of BHEL engineer. However, the mutually agreed charges towards high speed Diesel only shall be paid to the contractor. No other charges shall be payable to contractor on account of this.

1.4.12 During the extended period of contract, if any, contractor shall arrange all T & Ps excluding the cranes and trailers. Arranging cranes and trailers shall be governed suitably by clause 1.4.14 below.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.4.13 In the event of contractor failing to arrange the required tools, plants, machinery, equipment, material or non-availability of the same owing to breakdown, BHEL will make alternative arrangement at the risk and cost of the contractor.

Case 1: BHEL provides its own Capital T&P

In case the BHEL provides any T&P which is owned by BHEL, hire charges (as per BHEL norms) will be recovered from the contractor as per the prevailing BHEL Corporate hire charges. In case, the T&P is specifically listed in "T&Ps to be deployed by Contractor", "hire charges applicable to outside agencies other than contractors working for BHEL" will apply. If not listed, "hire charges applicable to contractors working for BHEL" will apply. The hire charges of Capital Tools & Plants are exclusive of operating expenses e.g., Operator, fuel & Consumables and the same shall be arranged by the contractor at his cost.

Case 2: In all cases other than that specified in Case 1 above,

Actual expenses incurred by BHEL along with applicable overheads will be back-charged to the contractor. The present rates of BHEL's Corporate Crane hire charge, are enclosed in Chapter 7 of part II of Technical Conditions of Contract (Volume-I Book-I). This may get revised further as per the BHEL corporate guidelines. The prevailing rates as on date of execution shall be applicable.

1.4.14 Deployment of cranes and trailers mentioned in the deployment plan, if required for more period of deployment, over and above the indicated period, shall be deployed by the contractor against specific request from BHEL. The charges towards deployment of the particular T & P for each month shall be paid as mentioned below as applicable for that item.

The amount of Charges per month towards the deployed T & Ps shall be calculated as mentioned under the column "payment per month in % of quoted value" in the price bid (Volume- II) as mentioned against each item (crane / trailer).

Similarly, BHEL shall have the right to reduce the period of deployment of any crane / trailer, provided the reduction does not exceed 25% of the tendered deployment period. In such a case, the contractor shall be given a notice period of 30 days for such reduction and the Contractor shall not be required to remobilize the same crane / trailer again.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME-IA PART-I CHAPTER - V

T&Ps AND MMEs TO BE DEPLOYED BY BHEL ON SHARING BASIS

1.5.1 List of T&Ps to be made available by BHEL to contractor free of hire charges on sharable basis are as below:

Sl	Description	Quantity
1	Crane of capacity 75 T	1 No

1.5.2 75T capacity crane will be provided on shareable basis for unloading of consignments, in all other places jacking/rigging is to be adopted. Decision of BHEL engineer will be final on the above

1.5.3 All the T&Ps mentioned in clause 1.5.1 above shall be given to contractor on sharable basis and the allotment is made by BHEL on need basis.

1.5.4 Besides the T & P mentioned above, which is being made available to the contractor on free of hire charges, any other T & P which may be required for successful and timely execution of the work covered within the scope of this tender shall be arranged and provided at site by the contractor at his cost. In case if the contractor fails to provide such equipment's, BHEL will arrange for the same and the cost will be recovered from the contractor's bill with BHEL overheads, as applicable from time to time which may vary even during contract period.

1.5.5 For all BHEL's crane, BHEL shall provide crane operator, free of charges. Fuel to be provided by the contractor within the quoted rate. All consumables for the BHEL crane maintenance shall be provided by the contractor within the quoted rates.

1.5.5.1 Tentative List of consumables required to be provided by contractor is as below:

- 1.5.5.1.1 Engine Oil 15 W 40
- 1.5.5.1.2 Fuel Filters
- 1.5.5.1.3 Air Filters
- 1.5.5.1.4 Hydraulic Filters
- 1.5.5.1.5 Hydraulic Oil –Servo 68
- 1.5.5.1.6 Gear Oil- Servo 90
- 1.5.5.1.7 Engine oil Filter
- 1.5.5.1.8 Oil Separator Filter
- 1.5.5.1.9 Rope- CRG 100 Grease
- 1.5.5.1.10 Grease- Servo Multi-Purpose Grease

1.5.5.2 Maintenance for the BHEL crane shall be carried out by BHEL. Bidder shall extend support (if required) required for routine maintenance works.

VOLUME-IA PART-I CHAPTER - VI

TIME SCHEDULE

1.6.1 TIME SCHEDULE

- 1.6.1.1. The materials / equipment's / components are likely to be received in stages for a period of 30 (Thirty months).
- 1.6.1.2. The work shall be commenced on the mutually agreed date between the bidder and BHEL engineer and shall be deemed as completed in all respect only when the unit is in operation. The decision of BHEL in this regard shall be final and binding of the contractor. The scope of work under this contract is deemed to be completed only when so certified by the site Engineer.

1.6.2 MOBILISATION

Contractor shall mobilize necessary resources as per letter of Intent or as per directive of Construction manager. Contractor shall also follow the clause 1.4.4 of Technical Conditions of Contract (Volume-IA Book- I). In case of discrepancy the decision of BHEL engineer is final.

1.6.3 COMMENCEMENT OF CONTRACT PERIOD

The date of commencement of contract period shall be the mutually agreed date between the bidder and BHEL engineer to start the work. In case of discrepancy the decision of BHEL engineer is final

1.6.4 CONTRACT PERIOD

The contract period for completion of entire work under scope shall be 30 (Thirty months only) months from the –COMMENCEMENT OF CONTRACT PERIOD as specified earlier. The contract period based on site conditions for the extended period after mutual discussion with in the same rate quoted. In case, BHEL wants to short close the contract, the same shall be done with the prior notice of 3 months to the contractor. The decision of BHEL is final in this regard.

1.6.5 GUARANTEE PERIOD

Void

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME-IA PART-I CHAPTER - VII

TERMS OF PAYMENT

1.7.1 The percentage of allocation to be considered for the purpose of payment for the cranes and trailers deployed is mentioned below:

1.7.1.1 Approximately 52 % of the Bidder's total quoted value shall be allocated towards the deployment of T&Ps.

1.7.1.2 The percentage of allocation per month per item to be considered for the purpose of payment for the cranes and trailers deployed is mentioned below:

Sl No	Description	Quantity in Nos	No. of crane months or trailer months	% of awarded Value
01	Tyre mounted crane- 12 T	01	30	27.9054%
02	40T trailer	01	27	24.5240%

1.7.2 Monthly pro-rata payment for deployment of T&P as per clause 1.7.1 shall be paid on fulfilling the conditions (a) and (b) below:

- If all cranes and trailers were available in working condition in line with the deployment plan mentioned in clause 1.4.4 of chapter IV of Technical Conditions of Contract (Volume-IA Book- I).
- If unloading of all the received materials in that billing month is completed.

1.7.3 If the clause 1.7.2 (a) above is not fully satisfied, then the payment shall be deducted as governed by the clause 1.4.7 of Technical conditions of contract. The deducted amount on this account shall not be paid back on any situation.

1.7.4 Payment for works and other services like manpower, T&Ps other than cranes and trailer etc (like Jacks, Sleepers for unloading by rigging method etc) is mentioned below.

Balance 48.% of the total quoted value by the Bidder will be paid per month on pro- rata basis as the payment for works and other services like manpower, T&Ps other than cranes (like Jacks, Sleepers for unloading by Rigging method etc) and trailer etc. The payment will be made per MT of the material handed during the month.

The Rate per MT for the material handled shall be arrived at as given below:

Rate per MT of materials = 48 % of the agreed total price by the bidder
Total tonnage (21000 MT approx. for this Tender)

1.7.5 Only this 48% value will be taken into account for the purpose of Quantity Variation, Over Run Compensation and Price Variation Clause.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.7.6 The 'Rate per MT of materials' calculated as per clause 1.7.4 above shall be paid on completion of the activities mentioned in the following table on pro-rata basis.

Sl.No	Description of Activity	% of payment
1.7.6.1	COMPLETION OF THE FOLLOWING ACTIVITIES OF THE UNLOADED MATERIALS RECEIVED THROUGH TRUCKS / TRAILERS:	
1.7.6.1.a	Shifting to open/ covered stores	5%
1.7.6.1.b	Updation of receipt details, in store material registers / BHEL MM package system.	20%
1.7.6.1.c	Stacking and verification	30%
1.7.6.1.d	Updation of verification details in material stock registers, submission of reports as per specified formats for shortage / open delivery, lodging of police report, documents for insurance claims etc, and preparation of material receipt certificates in prescribed formats where ever applicable	20%
1.7.6.1.e	Identification of material in ready to lift position for issue to BHEL / erection agency, and updation of issue details in stores records / BHEL MM System	22%
1.7.6.1.f	Completion of contractual obligations	3%
	Total	100%
1.7.6.2	PENALTY LEVIABLE IN MONTHLY RA BILL IN CASE OF FOLLOWING NON COMPLIANCES-	
1.7.6.2.a	Removal of grass / weeds and other plant growth in the store area	1%
1.7.6.2.b	PRESERVATION planned for the month as per form 14	1%
1.7.6.2.c	Safety + temporary illumination of working area where materials are handled	1%
1.7.6.2 d	Completion of reshifting, restacking is planned for the month as per form 14	2%
1.7.6.2 e	Completion of Documentation planned for the month, related to MM system	2%
1.7.6.2 f	Penalty per truck per day (over and above two days) for not unloading the materials within two days of receipt if	Rs.500.00
1.7.6.2 g	Loss of materials, damages due to carelessness, negligence of the contractor	2%
1.7.6.2 h	Completion of Loading of outgoing materials to be dispatched to other places based on BHEL instruction	1 %

1.7.7 No other payment shall be paid for the other / additional T & Ps deployed for carrying out the work as per the scope of this tender.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.7.8 The contractor shall submit his bills once in a month duly furnishing the following minimum information along with other details as applicable.

- a) The gross weight as per RR/LWB / PWB
- b) RR/PWB/LWB Number
- c) Wagon/Vehicle/truck number and number of bundles/boxes/piece in each vehicle / truck / Wagon
- d) Shortage / damage reports in BHEL's standard material / management form.
- e) Rate / per tonne
- f) Amount claimed.
- g) Recoveries such as hire charges etc.,
- h) RR Incase materials are received in railway wagons
- i) Crane and trailer log sheets
- j) Compliance report of the audit that shall be conducted every month by BHEL nominated committee. The audit shall be carried out for compliance with respect to the BHEL's procedure for material stacking, preservation etc., covered under the scope of this tender.
- k) Upto date updation of Receipt / Issue details on BHEL MM Package / SCMS System as decided by BHEL.

Notes to Terms of payment:

Please Refer Part-II, Chapter-1 of Technical Conditions of Contract for PVC, ORC and Quantity Variation.

VOLUME-IA PART-I CHAPTER - VIII

TAXES AND OTHER DUTIES

1.8.1 Goods and Service Tax (GST) & Cess

- 1.8.1.1** The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- 1.8.1.2** Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently
- 1.8.1.3** Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will as below:

BHEL GSTN - 33AACB4146P2ZL

NAME - BHARAT HEAVY ELECTRICALS LIMITED

ADDRESS - BHEL Site Office, 2X500 MW NTPL Project, Harbour Estate, Tuticorin, Pin code- 628004, Tamilnadu

- 1.8.1.4** GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- 1.8.1.5** In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- 1.8.1.6** Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- 1.8.1.7** Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.8.1.8 TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 1.8.1.9 E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 1.8.1.10 BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.

1.8.2 **All taxes and duty other than GST & Cess**

The contractor shall pay all (except the specific exclusion viz GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. 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.

1.8.3 **Statutory Variations**

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

1.8.4 **New Taxes/Levies**

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

1.8.5 **Direct Tax**

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME-IA PART-I CHAPTER -IX

WEIGHT SCHEDULE

1.9.1 Weight Schedule

SI No	Unit	Broad Description of item	Weight in tonnage
1	BAP Ranipet	FGD	10125 MT
2	BAP Ranipet	Gates and Dampers	
3	CFP Rudrapur	Bus Duct	24 MT
4	EDN Bangalore	Control Equipment	22 MT
5	EPD Bangalore	LV Switchgear	130 MT
6	Bhopal	HT Switchgear	180 MT
7	HEP Bhopal	AC Motor	53 MT
8	Trichy Valves	Valves	8.5 MT
9	ISG Bangalore	Diesel Generator	40 MT
10	Piping Centre	Piping System	33.5 MT
11	HPEP Hyderabad	Mills, RC pump, Oxidation blower	973 MT
12	PE& SD Hyderabad	Fire Protection System	89 MT
13	TP Jhansi	Transformer	73.7 MT
14	TBG	Sub Station	13.46 MT
15	PEM	Mechanical and electrical BOI	242.5 MT
16	PSSR	Structural & Reinforcement Steel	9000 MT
TOTAL TONNAGE			Approximately 21000 MT

General idea of some major components (Single Piece) to be handled under this package

S.No.	Item Description	Approx. Gross Wt./Piece (MT)
1.	63 MVA Transformer LxBxH 5200 X 2400 X 4000	55
2.	Wet Ball Mill Shell (3.5 X 5 m)	15
3	Gate & Damper LxBxH 6600x4850x800	11
4.	Gate & Damper 3500x8000x800	6
5	Gate & Damper 4000x13440x800	13.5

TECHNICAL CONDITIONS OF CONTRACT (TCC)

6	Fan Housing Dia 3850x2100	PART I	5.5
		PART II	7
		PART III	2.5
		PART IV	2.5
7	Fan Diffuser Dia 4770x2500	PART I	3.5
		PART II	4

1.9.2.1 NOTE:

- i). The product list and the manufacturing units indicated above are indicative for estimation purpose only. The weight mentioned above is approximate and liable to vary as per design consideration of the manufacturing unit.
- ii). The payment will be made at the quoted / accepted rates for the tonnage actually handled.
- iii). Besides the products indicated above there is likelihood in addition of any products integral to FGD and its auxiliaries. Tenderers quoted rate shall be applicable for such products also.
- iv). For the purpose of payment, the gross weight indicated in RR/LWB/PWB will be taken into account for calculating the tonnage handled. However, in case of full truck / Lorry load, Gross weight indicated in shipping / dispatch documents will be taken into account for this purpose. Where gross weight is not available in these documents, gross weight as assessed by BHEL Engineers will be taken into account and which is final for the purpose of payment. For handling of insulation materials, the payment will be made only for the actual Tonnage handled with respect to the shipping / Dispatch documents as per the Quoted / Accepted rate.
- v). Preservation and storage of components will have to be done as per the instruction of BHEL engineers.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME-IA PART-I CHAPTER -X

GENERAL

1.10.0 In addition to the clause 2.8 of General Conditions of Contract (Volume-1C of Book-II) the contractor shall comply with the following:

1.10.1 Bidders are requested to furnish the following at PSSR-HQ, Chennai immediately after release of Letter of Intent (LOI)

- I. Security Deposit and Additional Security Deposit (As applicable).
- II. Unqualified Acceptance for Detailed LOI/ Work Order.
- III. Rs.100/- Stamp Paper for preparation of Contract Agreement.
- IV. Option (whether a or b of said clause) exercised towards Performance Security Deposit for the subject contract as per Sl. No. 16 of Volume IA Part II Chapter 1 of TCC.

1.10.2 Bidders are requested to furnish the proof of documents for the following at PSSR- Site.

- I. PF Regn No.
- II. Labour License No.
- III. Workmen Insurance Policy No.

1.10.3 In addition to the clause 2.8 of General Conditions of Contract (Volume-1C of Book-II) the contractor shall comply with the following.

1.10.4 BOCW Act & BOCW Welfare Cess Act

1.10.4.1 The Contractor Should Register their Establishment under BOCW Act 1996 read with rules 1998 by submitting Form I (Application for Registration of Establishment) and Form IV (Notice of Commencement /Completion of Building Other Construction Work) to the respective Labour Authorities i.e.,

- a) Assistant Labour Commissioner (Central) in respect of the project premises which is under the purview of Central Govt.–NTPC, NTPL etc.
- b) Appropriate State authorities in respect of the project premises which is under the purview of State Govt.

1.10.4.2 The Contractor should comply with the provisions of BOCW Welfare Cess Act 1996 in respect of the work awarded to them by BHEL.

1.10.4.3 The contractor should ensure compliance regarding Registration of Building Workers as Beneficiaries, Hours of work, welfare measures and other conditions of service with particular reference to Safety and Health measures like Safety Officers, safety committee, issue of Personal

TECHNICAL CONDITIONS OF CONTRACT (TCC)

protective equipments, canteen, rest room, drinking water, Toilets, ambulance, first aid centre etc.,

1.10.4.4 The contractor irrespective of their nature of work and manpower (Civil, Mechanical, Electrical works etc) should register their establishment under BOCW Act 1996 and comply with BOCW Welfare Cess Act 1996.

1.10.4.5 Contractor shall make remittance of the BOCW cess as per Act in consultation with BHEL as per the rates in force (presently 1%). BHEL shall reimburse the same upon production of documentary evidence. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fess paid towards registration of beneficiaries and contribution of beneficiaries remitted.

1.10.4.6 Non-compliance to provisions of the BOCW act and BOCW welfare Cess act is not acceptable. In case of any non-compliance, BHEL reserves the right to withhold any sum it deems fit. Only upon total compliance to the BOCW act and also discharge of total payment of Cess under the BOCW Cess act by the contractor, BHEL shall consider refund of the amounts.

1.10.5 PROVIDENT FUND

1.10.5.1 The contractor is required to extend the benefit of Provident Fund to the labour employed by the contractor in connection with this contract as per the Employees Provident Fund and Miscellaneous Provisions Act 1952. For due implementation of the same, the contractor is hereby required to get themselves registered with the Provident Fund authorities for the purpose of reconciliation of PF dues and furnish to us the code number allotted to them by the Provident Fund authorities within one month from the date of issue of this letter of intent. Please note that in the event of contractor's failure to comply with the provisions of said Act, if recoveries therefore are enforced from payments due to BHEL by the customer or paid to statutory authorities by BHEL, such amount will be recovered from payments due to the contractor.

1.10.5.2 The final bill amount would be released only on production of clearance certificate from PF / ESI and labour authorities as applicable.

1.10.6 OTHER STATUTORY REQUIREMENTS

1.10.6.1 The Contractor shall submit a copy of Labour License obtained from the Licensing Officer (Form VI) u/r25 read with u/s 12 of Contract Labour (R&A) Act 1970 & rules and Valid WC Insurance copy or ESI Code (if applicable) and PF code no along with the first running bill. Labour license is compulsory in Kudankulam Nuclear power plant irrespective of number of labour engaged by contractor.

1.10.6.2 The contractor shall submit monthly running bills along with the copies of

TECHNICAL CONDITIONS OF CONTRACT (TCC)

monthly wages (of the preceding month) u/r78(1)(a)(1) of Contract Labour Rules, copies of monthly return of PF contribution with remittance Challans under Employees Provident Fund Act 1952 and copy of renewed WC Insurance policy or copies of monthly return of ESI contribution with Challans under ESI Act 1948 (if applicable) in respect of the workmen engaged by them.

- 1.10.6.3 The Contractor should ensure compliance of Sec 21 of Contract Labour (R&A) Act 1970 regarding responsibility for payment of Wages. In case of "Non-compliance of Sec 21 or non-payment of wages" to the workmen before the expiry of wage period by the contractor, BHEL will reserve its right to pay the workmen under the orders of Appropriate authority at the risk and cost of the Contractor.
- 1.10.6.4 The Contractor shall submit copies of Final Settlement statement of disbursal of retrenchment benefits on retrenchment of each workman under I D Act 1948, copies of Form 6-A (Annual Return of PF Contribution) along with Copies of PF Contribution Card of each member under PF Act and copies of monthly return on ESI Contribution – Form 6 under ESI Act1948 (If applicable) to BHEL along with the Final Bill.
- 1.10.6.5 In case of any dispute pending before the appropriate authority under I D act 1948, WC Act 1923 or ESI Act 1948 and PF Act 1952, BHEL reserve the right to hold such amounts from the final bills of the Contractor which will be released on submission of proof of settlement of issues from the appropriate authority under the act.
- 1.10.6.6 In case of any dispute prolonged/pending before the authority for the reasons not attributable to the contractor, BHEL reserves the right to release the final bill of the contractor on submission of Indemnity bond by the contractor indemnifying BHEL against any claims that may arise at a later date without prejudice to the rights of BHEL.

1.10.7 DEPLOYMENT OF SKILLED / SEMI-SKILLED TRADESMEN

The following clause is applicable in case the contract value / contract price is Rs. Five crores and above.

The contractor shall, at all stages of work deploy skilled / semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute / National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its

TECHNICAL CONDITIONS OF CONTRACT (TCC)

scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

1.10.8 RECOVERY OF COMPENSATION PAID TO VICTIM(S) BY BHEL IN CASES OF DEATH/ PERMANENT INCAPACITATION OF PERSON DUE TO AN ACCIDENT DURING THE WORKS

BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

1.10.8.1 Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

1.10.8.2 Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works /during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

1.10.8.3 Compensation in respect of each of the victims:

- (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)
- (ii) In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh)

1.10.8.4 Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923.

1.10.9 GENERAL

1.10.9.1 The contractor must obtain the signature and permission of the security personnel of the customer for bringing any of their materials, T&Ps, etc.,

TECHNICAL CONDITIONS OF CONTRACT (TCC)

inside the site premises. Without the Entry Gate Pass these materials, T&Ps, etc., will not be allowed to be taken outside.

- 1.10.9.2 The materials unloading from the transport carrier / wagon truck shall be shifted to project stores / storage yard and properly stacked immediately. The unloading point shall be kept free for accommodating next consignment. If the same is not followed, any demurrage charged / and or other losses are incurred the same will have to be borne by the contractor.
- 1.10.9.3 Any breakdown of crane, trucks, trailers and any other handling / lifting equipments, T & P etc., used by the contractor must be set right immediately. Contractor cannot attribute such breakdown for delay in unloading and transportation of materials, stacking etc. If the contractor fails to set right his handling equipments and T & P in time, as stated above, if found necessary, BHEL shall have the right to hire these equipments from other sources and give it to the contractor at the risk and cost of the contractor. However, it is not obligatory on BHEL and cannot be quoted by the contractor for any demurrage or any other charges incurred by the contractor on account of the same.
- 1.10.9.4 Further, BHEL reserves the right to get any work/s under the scope of this tender executed at the risk and cost of the Contractor, if there is any delay/ refusal from contractor in executing the work/s under his scope.
- 1.10.9.5 Contractor has to make payment of freight charges against the LWB/PWB/RR upto a limit of Rs. 2000/- per consignments and claim reimbursement of the same from BHEL by producing necessary supporting documents. For freight charges beyond Rs. 2000/- (Rupees.Two thousand only). BHEL will arrange to pay the freight charges by cheque / DD to the carriers / Railways.
- 1.10.9.6 Weight indicated in shipping list will be final. For the purpose of progressive payment the weight, declared in the drawings / shipping list etc., will be taken into account.
- 1.10.9.7 Payment of all demurages / wharfages that result due to contractor's fault would be the responsibility of the contractor and to his account. If BHEL have to make payment of demurrage / wharfage together with the freight the amounts so paid as demurages / wharfages for the reasons stated above shall be paid by the contractor forthwith or would be recovered from the bills of the contractor, with BHEL overheads as applicable.
- 1.10.9.8 BHEL reserves the right to recover from the contractor any loss which arises out of undue delay/discrepancy shortage/damage or any other causes during transit or during unloading or during stacking, or any time in the custody of the contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.10.9.9 The materials / components at stores shall be handled with care and diligence. Any loss or damage to BHEL due to contractor's lapses, will have to be made good by the contractor. Otherwise BHEL will arrange for repair / replacement and recover the expenses incurred from the contractor's bills.
- 1.10.9.10 All the necessary certificates and licenses required to carry out this scope of work are to be arranged by the contractor then and there at no extra cost.
- 1.10.9.11 Contractors shall ensure that all their Staff / Employees are exposed to periodical training programme conducted by qualified agencies/ personnel on ISO 9001 Standards.
- 1.10.9.12 For the purpose of planning, contractor shall furnish the estimated requirement of power (month wise) for execution of work in terms of maximum KW demand.
- 1.10.9.13 The contractor is strictly prohibited from using BHEL's regular components like angles, channels, beams, plates, pipe/tubes, and handrails etc for any temporary works. Contractor shall arrange himself all such materials. In case of such misuse of BHEL materials, a sum as determined by BHEL engineer will be recovered from the contractor's bill. The decision of BHEL engineer is final and binding on the contractor.
- 1.10.9.14 If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road, kerbs, enclosures, water pipes, fence, cables, drains, electric or telephone posts or wires, trees the contractor shall make good the same at his own expense or in default the site Engineer may cause the same to be made good by other workmen or by other means and deduct the expenses (of which the site Engineer's decision is final) from any sums that may be then or at any time thereafter become due to the contractor or from his security Deposit or any other money due.
- 1.10.9.15 Agency should post qualified Safety Officer to take care of all safety measures which are bound by contract specifications (BHEL / customer/ customer's consultant).

VOLUME – IA PART-I CHAPTER – XI IMPORTANT CONDITIONS

- 1.11.1 In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be as mentioned in clause 36.0 of Notice inviting tender
- 1.11.2 As per clause no 1.4.2 of Technical conditions of Contract (Volume-IA Book-I), the successful bidder shall submit two number of BGs (as per the enclosed format) each for a value of Rs. Three lakhs only valid for valid for the tendered contract period from the date of work commencement. In case if the full amount as said in clause 1.4.7 could not be deducted in the respective running bill, BHEL reserves the right to encash the two no of BGs in succession for the balance portion of deduction. On taking action by BHEL for encashing the second BG, a notice to termination of contract shall be served and processed as per the contractual provisions
- 1.11.3 If operated, the Over-run compensation mentioned in clause 2.12 of General Conditions of Contract (Volume-IC of Book II) shall be subject to the condition that the rates for this tender shall be as calculated in clause 1.7.5 of Technical conditions of Contract (volume –IA Book – I). It is further clarified that 52 % of the awarded contract value is not eligible for ORC during the extended period of contract since they are assigned to the the T& P deployed as per the deployment plan.
- 1.11.4 If operated, the quantity variation mentioned in clause 2.14 of General Conditions of Contract (Volume-IC of Book II) shall be subject to the condition that the value of awarded contract value in the said clause for this tender shall be only 48% of the awarded contract value. The variation in executed contract value shall be calculated with respect to 48% of the awarded contract value and not to 100% of awarded contract value.
Explanation: Generally the meaning of awarded contract value in clause 2.14 of General Conditions of Contract (Volume-IC of Book II) shall be the price mentioned in the Letter of Intent. Let this price be say X. For this tender the awarded contract value shall be only 48 % of X instead of 100% of X for the purpose of quantity variation.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME – IA PART-I CHAPTER – XII **WORK PROGRESS**

The scope of the work will comprise of but not limited to the following:

(All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

PROGRESS & MONITORING OF WORK

- 1.12.1 Refer forms F -14 to F-18 of volume I D of volume -I book-II. Plan and review will be done as per the formats.
- 1.12.2 During the course of material Handling if the progress is found unsatisfactory or the materials are not unloaded in time without any delay or in the opinion of BHEL, if it is found that the skilled workmen like Riggers, operators, technicians and Helpers employed are not sufficient, BHEL will induct required additional workmen to improve the progress and recover them from contractor's bill, all charges incurred on this account including all expenses together with BHEL overheads
- 1.12.3 The contractor shall submit daily, weekly and monthly progress reports manpower reports material reports consumables report and other reports considered necessary by the Engineer. The periodicity of the reports will be decided by BHEL Engineer at site.
- 1.12.4 Tenderers have to furnish a list of Tools and Plants including cranes, Tractor / Trailers etc., which they propose to deploy for this work
- 1.12.5 Void
- 1.12.6 The contractor shall submit a report of any damage, shortage, discrepancy etc., every week detailing in this regard
- 1.12.7 The contractor shall submit daily, weekly and monthly progress reports, manpower reports, materials reports, consumables (gases / electrodes) report, cranes availability report and other reports as per Performa considered necessary by the Engineer as per the format enclosed with this tender document
- 1.12.8 The monthly report ending on 24th of every month shall be submitted as a booklet and shall contain the following details:
 - a. Progress photographs
 - b. Site Organization chart of engineers & supervisors as on 24th of the month with further mobilization plan

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- c. Category- wise man hours engaged during the previous month under the categories of riggers, khalasis, gas-cutters, electricians, crane operators and helpers
- d. Consumables report giving consumption of all items during the previous month
- e. Availability report of cranes
- f. Safety implementation report in the format
- g. Status of updation of details in MM Package / SCMS package of BHEL

1.12.9 The manpower reports shall clearly indicate the manpower deployed, category wise specifying also the activities in which they are engaged

1.12.10 The contractor must obtain the signature and permission of the security personnel of the customer for bringing any of their materials, T&Ps, etc., inside the site premises. Without the Entry Gate Pass these materials, T&Ps, etc., will not be allowed to be taken outside.

VOLUME-IA PART-I CHAPTER – XIII

PRESERVATION

Scope of work for preservation of materials at stores, if required

(All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

- 1.13.1 Contractor shall carryout cleaning and preservation / touch up painting for the materials / equipments under this tender specification, wherever deficiency in painting / rusting is noticed. The primer paint shall be matching shop primer. The required manpower, consumables, T & Ps etc shall be provided by the contractor with in the quoted rate.
- 1.13.2 Components are received duly painted from manufacturing unit. Due to handling or deterioration due to life of paint or deterioration due to climatic / storage condition etc., paint may get peeled off or rubbed off. This needs preservation to avoid further rusting of components. Also, during this activity, the painting / repainting of W.O. No. and other relevant particulars that may need to be painted on the components is also covered with in the scope of work.
- 1.13.3 This may call for handling / rehandling of materials. All required T&Ps shall be arranged by the contractor at their cost BHEL will not provide any T & P, for this scope of Work.
- 1.13.4 For either touch up painting or full coat painting, the surface to be painted shall have to be thoroughly cleaned with emery paper, wire brush either manually or mechanically. The required manpower, consumables, T & Ps etc shall be provided by the contractor with in the quoted rate. Supply of primer / paint will be in BHEL Scope.
- 1.13.5 The contractor is expected to submit periodic reports on the preservation carried out for perusal by BHEL Engineer, in the formats as specified by BHEL Engineer.
- 1.13.6 Void.
- 1.13.7 The contractor shall be responsible for any damages of materials / components due to mishandling in his custody. All precaution shall be taken to handle components safely.
- 1.13.8 BHEL's engineer decision shall be final regarding the process of surface preparation of the area to be painted, type and nature of painting to

TECHNICAL CONDITIONS OF CONTRACT (TCC)

be done on the components and also for arranging the components sequentially to suit erection requirement.

1.13.9 Void

1.13.10 Before applying the subsequent coats, the thickness of each coat shall be measured and recorded with BHEL/ Customer.

1.13.11 Preservation of materials in accordance with the BHEL's preservation manual and / or as per BHEL's instruction shall be within the quoted rate.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME-IA PART – II CHAPTER 1

CORRECTIONS / REVISIONS IN SPECIAL CONDITIONS OF CONTRACT, GENERAL CONDITIONS OF CONTRACT AND FORMS & PROCEDURES

SI No: 1

Clause 4.1.11 under 'Obligations of Contractor' in SCC is deleted.

SI No: 2:

OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME

The following clauses in Occupational Health, Safety & Environment Management / Quality Assurance Programme published in Chapter-IX of Special Conditions of Contract (Volume I Book-II) is revised as under.

Chapter IX Clause 9.1 is modified as below:

Contractor will comply with HSE (Health, Safety & Environment) requirements of BHEL as per the "HSE Plan for Site Operations by Subcontractor" (Document No. HSEP: 14 Rev01) enclosed.

Chapter IX Clause 9.1.1 to 9.1.25 stands deleted.

Chapter IX Clause 9.2 to 9.62 stands deleted.

SI No: 3:

Clause No. 10.5 on RA Bill Payments, in Special Conditions of Contract (SCC), Volume-IB, Book-II, is revised as under:

The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc., and other dues in the meanwhile.

SI No: 4:

Earnest Money Deposit (EMD) clause 1.9 in General Conditions of Contract (GCC) (Volume I Book-II) is revised as under.

1.9 EARNEST MONEY DEPOSIT

- 1.9.1 Every tenderer shall submit the prescribed amount of Earnest Money Deposit (EMD) to BHEL PSSR, only in the following forms: -
 - i. Electronic Fund Transfer credited in BHEL account (before tender opening)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- ii. Through Online EMD payment portal of BHEL with SBI (before tender opening) by following steps as below:-
 1. Visit www.onlinesbi.com -> Go to State Bank Collect (In the tab section)
 2. Click Check box to proceed for payment -> Click on Proceed
 3. Under State of Corporate/ Institution ->Select Tamilnadu
 4. Under Type of Corporate/ Institution -> Select PSU – Public Sector Undertaking ->Go
 5. Under PSU – Public Sector Undertaking Name -> Select BHEL PSSR CHENNAI and Submit
 6. Under Select Payment Category ->> SCT TENDER EMD & TENDER FEES
- iii. Banker's cheque or Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' (along with offer) and payable at Chennai.
- iv. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) along with the offer.
- v. In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms described above in clause no. 1.9.1. (i) to (iv) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank (along with the Offer).

Note:

- a) Proforma of Bank Guarantee (in lieu of Earnest Money)- Form WAM 23 is enclosed with this Tender.
- b) The Bank Guarantee shall be valid for at least six months from the due date of tender submission mentioned in the Notice Inviting Tender.
- c) Date of Expiry of Claim shall be as given in Proforma of Bank Guarantee (in lieu of Earnest Money)- Form WAM 23.

Bank Details for the purpose of Taking EMD

Name and Address of Beneficiary:	Bharat Heavy Electricals Ltd. Tek Towers, No. 11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai - 600097
Name of Bank:	State Bank Of India
Bank Branch Address:	SBI Saidapet Branch, EVR Periyar Building, Nandanam, Anna Salai, Chennai - 600035
IFSC Code :	SBIN0000912

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Account No. :	10610819499
---------------	-------------

Details for SFMS (Structured Financial Messaging System) transmission of BG

Bank and Branch	SBI TFCPC Branch
Branch Code	5056
IFSC Code	SBIN0005056

- 1.9.2 EMD shall not carry any interest.
- 1.9.3 EMD by the Tenderer will be forfeited as per NIT Conditions, if:
 - i. After opening the tender and within the offer validity period, the Tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/Contract.
- 1.9.4 EMD given by all unsuccessful tenderers will be refunded normally within 15 days of award of work.
- 1.9.5 EMD of successful tenderer will be retained as part of Security Deposit.
- 1.9.6 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant" Guidelines on Suspension of Business dealings with suppliers/contactors" and forfeited / released based on the action determined under these guidelines.

SI No: 5

SECURITY DEPOSIT The **SECURITY DEPOSIT (SD)** clause 1.10 published in **General Conditions of Contract (Volume I Book-II)** is revised as under.

1.10 Security Deposit:

- 1.10.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as given below:
- 1.10.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 1.10.3 The security Deposit should be furnished before start of the work by the contractor.
- 1.10.4 Modes of deposit:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.10.4.1 The balance amount to make up the required Security Deposit of 2% of the contract value may be furnished in any one of the following forms

- i. Cash (as permissible under the extant Income Tax Act)
- ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- iv. 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.
- v. Securities available from Indian 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 endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL and discharged on the back)

(Note: 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)

1.10.5 At least 50% of the Security Deposit including the EMD should be deposited in any form as prescribed before start of the work and the balance 50% of the Security Deposit will be recovered by deducting 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.

1.10.6 The recoveries made from running bills (cash deduction towards balance SD amount) will be released against submission of equivalent Bank Guarantee in the prescribed formats, but only once, before completion of work.

1.10.7 The Security Deposit shall not carry any interest.

1.10.8 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the excess Security Deposit due the enhancement shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.10.9 The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

1.10.10 Date of Expiry of Claim shall be as given in the prescribed formats for Bank Guarantee towards Security Deposit

1.10.11 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

1.10.12 Penalty for Delayed Remittance of Security Deposit
If the contractor fails to furnish SD before start of work, in line with 1.10.3 above, Simple Interest against delayed remittance of the Security Deposit shall be deducted from the sub-contractor at the rate of SBI PLR + 2% on the value of 50% SD of the contract, for the delayed period (i.e., period between start of work and date of remittance of Initial SD, i.e., atleast 50% of SD). In case, the delayed period has different SBI PLR rates, Simple Interest shall be calculated based on different rates by considering the corresponding time period. On similar lines Penalty shall be levied for delayed remittance of Additional Security Deposit (if applicable).

Note: - Bank details & SFMS details provided above in Sl. No. 04 (Earnest Money Deposit) may be used for the purpose of arranging Bank Guarantees towards Security Deposit / Additional Security Deposit also.

SI No: 6

Clause 2.7.2 and 2.7.3 in GCC regarding Rights of BHEL is revised as under:

2.7.2.

2.7.2.1 To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be

TECHNICAL CONDITIONS OF CONTRACT (TCC)

executable within balance available period considering its performance of execution.

- ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii. Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv. Termination of Contract on account of any other reason (s) attributable to Contractor.
- v. Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi. Non-compliance to any contractual condition or any other default attributable to Contractor.

Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract
B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

* Balance scope of work (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for

'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: Incase portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause no. 2.7.9 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii). Let the value of executed work till the time of termination of contract= X
- iii). Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv). Delay in executed work attributable to contractor i.e. $T2=[1-(X/Y)] \times T1$
- v). LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

1.7.2.2 In case Contractor fails to deploy the resources as per requirement, BHEL can deploy own/hired/otherwise arranged resources at the risk and cost of the contractor and recover the

TECHNICAL CONDITIONS OF CONTRACT (TCC)

expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.

2.7.3 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
 - ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
 - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

SL No: 7

In addition to clause 2.7.9 of General Conditions of Contract (GCC), a New clause 2.7.9.1 is added as below.

2.7.9.1 Penalty for Intermediate Milestones (Not Applicable for This tender)

SL No: 8

OVERRUN COMPENSATION (ORC)

The **OVERRUN COMPENSATION (ORC)** clause 2.12 published in General Conditions of Contract (Volume I Book-II) is revised as under.

The Over Run Compensation (ORC) mentioned in clause 2.12 of General Conditions of Contract (Volume-IC of Book II) shall be subject to the condition that

TECHNICAL CONDITIONS OF CONTRACT (TCC)

the rates for this tender shall be as calculated in clause 1.7.5 of Chapter VII of this booklet. It is further clarified that 52% of the awarded contract value is not eligible for ORC during the extended period of contract since they are assigned to the T & P deployed as per the deployment plan. Total Over Run Compensation shall be limited to 10% of 48% of contract value, i.e. for the portion of the executed value allocated for the works and other services like manpower, T&Ps other than cranes and trailers. For this purpose, executed contract value excludes PVC, ORC, Supplementary / Additional Items and Extra Works done on man-day rate basis

2.12 OVERRUN COMPENSATION (ORC)

2.12.1 ORC during original contract period: No ORC shall be applicable during the original contract period.

2.12.2 ORC during extended period for the reasons solely attributable to contractor: No ORC shall be applicable during the extended period granted for the reasons solely attributable to contractor and work executed during this period shall be paid as per original contract rates.

2.12.3 ORC during extended period for the reasons not attributable to contractor: ORC shall be payable as per following procedure:

2.12.3.1 For initial period of twelve months of extended period, ORC rate applicable over executed value shall be 5%. For every subsequent period of twelve months, ORC rate shall be further increased by 5% over the previous rate. For example, ORC rates applicable for initial period of 12 months and subsequent period of 12 months are given below.

Sl. No.	Extended Period for the reasons attributable to BHEL	ORC rate applicable over executed value
1	First 12 months	5%
2	13 th -24 th month and so on	10.25% $\{(1.05 \times 1.05)-1\} \times 100\}$

is process of increasing ORC rate for each subsequent period of 12 months shall continue till applicability of ORC.

2.12.3.2 On completion of original contract period as well as on completion of each subsequent period of twelve months i.e. at the time of change in applicable ORC rate, Delay Analysis shall be carried out and percentage shortfall attributable to both BHEL & Contractor shall be calculated.

2.12.3.3 For the purpose of calculation of ORC, executed value of work in the month shall be divided in Part-1 and Part-2 in proportion of percentage shortfall

TECHNICAL CONDITIONS OF CONTRACT (TCC)

attributable to BHEL and contractor respectively, based on the last delay analysis as worked out in 2.12.3.2.

ORC shall be payable only on Part-1 and no ORC shall be payable on Part-2.

Value of Part-1 shall be further limited to the value of actual inputs provided by BHEL i.e. "Plan - Shortfall attributable to BHEL" for the month, as per Form-14 for calculation of ORC.

2.12.3.4 Payment of ORC amount shall be further regulated as follows:

- (i) 50% of the ORC is allocated for deployment of matching resources (with weightages) agreed as per the joint programme drawn vide 2.11.4. ORC Payment against resources shall be calculated in proportion to percentage of resources actually deployed w.r.t. planned resources, as per Form-14.
- (ii) 50% of ORC is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. ORC Payment shall be reduced in proportion to percentage shortfall attributable to contractor w.r.t. "Plan - Shortfall attributable to BHEL" for the month, as per Form-14.

2.12.3.5 The maximum amount of ORC payable for the month shall be limited to Rs. 5,00,000/-.

2.12.3.6 In case, there is no shortfall attributable to contractor for the month and also contractor has deployed the resources as agreed in Form-14 but ORC amount payable for the month worked out as per procedure mentioned in clause 2.12.3.3, 2.12.3.4 and 2.12.3.5, is less than Rs.1,00,000/-, then ORC amount payable for the month shall be Rs.1,00,000/- otherwise ORC amount payable for the month shall remain same.

2.12.3.7 In case execution is on **HOLD** (Other than Force Majeure), ORC shall be payable as per following:

- i). Contractor has not been permitted by BHEL to de-mobilize
 - a) ORC amount of Rs. 1,00,000/- per month shall be applicable during the period of HOLD provided resources as planned are deployed (not demobilized) during the period of hold.
 - b) Subsequent to lifting of HOLD, Period of HOLD shall not be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- ii). Contractor has been permitted to demobilize and to remobilize after lifting of HOLD
 - a) No ORC shall be payable to contractor for the period of HOLD.
 - b) Subsequent to lifting of HOLD, Period of HOLD shall not be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.

2.12.3.8 In case **Force Majeure** is invoked:

- i). No ORC shall be applicable during the period of Force Majeure.
- ii). Subsequent to revocation of Force Majeure, period of Force Majeure shall be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.

2.12.4 Applicability of ORC: ORC shall not be applicable for following activities.

- (i) Area cleaning, removal of temporary structures and return of scrap.
- (ii) Punch list points / pending points liquidation pending due to reasons attributable to contractor
- (iii) Submission of "As built Drawing"
- (iv) Material Reconciliation
- (v) Completion of Contract Closure formalities like HR Clearance/ No dues from various dept./ Statutory Authorities etc.

2.12.5 Total Over Run Compensation shall be limited to 10% of the cumulatively executed contract value till the month (excluding Taxes and Duties if payable extra). For this purpose, executed contract value excludes PVC, ORC and Extra/Supplementary Works.

SI No: 9

Clauses 2.13.1, 2.13.6 & 2.13.7 in GCC on Interest Bearing Recoverable Advances.

9.1 Clauses 2.13.1, 2.13.6 & 2.13.7 in GCC is revised as under:

9.1.1 Clause 2.13.1 in GCC is revised as "Normally no advance payment shall be payable to the contractor. Mobilization advance payment in exceptional circumstances shall be interest bearing and secured through a Bank Guarantee and shall be limited to a maximum of 5% of contract value. This 'Interest Bearing Recoverable Advance' shall be payable in not less than two installments with any of the installment not exceeding 60% of the total eligible advance".

TECHNICAL CONDITIONS OF CONTRACT (TCC)

9.1.2 Clause 2.13.6 in GCC is revised as “The rate of interest applicable for the above advances shall be the Base rate of State Bank of India prevailing at the time of disbursement of the advance + 6%, and such rate will remain fixed till the total advance amount is recovered”.

9.1.3 Clause 2.13.7 in GCC is revised as “Unadjusted amount of advances paid shall not exceed 5% of the total contract value at any point of time. Recovery of advances shall be made progressively from each Running Bill such that the advance amounts paid along with the interest is fully recovered by the time the contractor's billing reaches 90% of contract value.”

SI. No: 10: Quantity Variation:

The quantity variation mentioned in clause 2.14 of General Conditions of Contract (Volume-IC of Book II) shall be subject to the condition that the value of awarded contract value in the said clause for this tender shall be only 48% of the awarded contract value. The variation in executed contract value shall be calculated with respect to 48% of the awarded contract value and not to 100% of awarded contract value.

Explanation: Generally the meaning of awarded contract value in clause 2.14 of General Conditions of Contract (Volume-IC of Book II) shall be the price mentioned in the Letter of Intent'. Let this price be say X '. For this tender the awarded contract value shall be only 48 % of X instead of 100% of X for the purpose of quantity variation.

SI No: 11

PRICE VARIATION COMPENSATION (PVC)

The PRICE VARIATION COMPENSATION (PVC) clause 2.17 published in General Conditions of Contract (Volume I Book-II) is revised as under.

2.17 PRICE VARIATION COMPENSATION

2.17.1 In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS, Price Variation Formula as described herein shall be applicable (only for works executed during extended period, if any, subject to other conditions as described in this section).

2.17.2 PVC is applicable only for the 48% of the Contract Value, i.e. for the portion of the Contract Value allocated for the works and other services like manpower, T&Ps other than cranes and trailers. Out of the above,

TECHNICAL CONDITIONS OF CONTRACT (TCC)

85% component of executed Contract Value shall be considered for PVC calculations and remaining 15% shall be treated as fixed component. The basis for calculation of price variation in each category, their component, Base Index, shall be as under:

SI. No	CATEGORY	BASE INDEX	PERCENTAGE COMPONENT ('K')			Electrical, C&I, Material Management / Handling and other labour oriented packages	
			CIVIL PACKAGES (See Note A/B/C)		MECHA NICAL PACKA GES		
			A	B**	C		
i)	LABOUR (ALL CATEGORIES)	'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India. (Website: labourbureau.nic.in)	40	25	30	65	80
ii)	HIGH SPEED DIESEL OIL	Name of Commodity: HSD Commodity code: 1202000005 (See Note E)	5	3	5	5	5
iii)	WELDING ROD	Name of Commodity: MANUFACTURE OF BASIC METALS Commodity code:1314000000 (See Note E)			15		
iv)	CEMENT	Name of Commodity: ORDINARY PORTLAND CEMENT Commodity code: 1313050003 (See Note E)		20	30		
v)	STEEL (Structural and Reinforcement Steel)	Name of Commodity: MILD STEEL: LONG PRODUCTS Commodity code: 1314040000 (See Note E)		25			
vi)	ALL OTHER MATERIALS (Other than Cement & Steel)	Name of Commodity: ALL COMMODITIES Commodity code: 1000000000 (See Note E)	40	12	20		

Note: A) Cement & Steel: Free Issue (BHEL Scope)

B) Cement & Steel: In Contractor Scope

C) Cement in Contractor Scope, and Steel is Free Issue (BHEL Scope)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

D) For Composite packages (i.e. Civil + Mechanical + Electrical and / or CI or Civil + Mechanical or Mechanical + Electrical and / or CI), the Component ('K') for various categories shall be as per respective packages as above

E) As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website: http://www.eaindustry.nic.in/download_data_0405.asp). Revisions in the index or commodity will be re adjusted accordingly.

2.17.3 **Void**

2.17.4 Payment / recovery due to variation in index shall be determined on the basis of the following notional formula in respect of the identified component ('K') viz LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS.

$$P = K \times R \times \frac{(X_N - X_0)}{X_0}$$

Where

P = Amount to be paid/recovered due to variation in the Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials

K = Percentage component ('K') applicable for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials

R = Value of work done for the billing month (Excluding Taxes and Duties if payable extra)

XN = Revised Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials for the billing month under consideration

X0 = Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials as on the Base date.

2.17.5 **Base date shall be the calendar month of the schedule completion date (i.e. Actual Start date + Scheduled Contractual Completion period as per Letter of Intent / award and / or work order).**

2.17.6 PVC shall not be payable for the ORC amount, Supplementary / Additional Items, Extra works. However, PVC will be payable for items executed under quantity variation of BOQ items under originally awarded contract.

2.17.7 The contractor shall furnish necessary monthly bulletins in support of the requisite indices from the relevant websites along with his Bills.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

2.17.8 The contractor will be required to raise the bills for price variation payments on a monthly basis along with the running bills irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be paid/recovered on getting the final values.

2.17.9 PVC shall be applicable for works executed during contract period and for works executed during extended period, if any, and for the portion of work delayed/backlog for the reasons not attributable to the contractor.

However, the total Quantum of Price Variation Amount payable/recoverable shall be regulated as follows:

- i) For the portion of shortfall/backlog not attributable to contractor, PVC shall be worked out on the basis of indices applicable for the respective month in which work is done. Base index shall be applicable as defined in clause 2.17.5
- ii) In case of Force Majeure, the PVC shall be regulated as per (a) or (b) below.
 - a) Force Majeure is invoked before “Base Date” / “revised base date” (as explained below) OR immediately after “base date” / “revised base date” in continuation (i.e. during the period when PVC is not applicable):
 - vii. Base date shall be revised: Revised Base date = Previous base date + duration of Force Majeure.
No PVC will be applicable for the work done till revised base date.
 - viii. PVC will be applicable for the work done after “base date”/ “revised date” as the case may be (during extended period when delay is not attributable to contractor). PVC shall be worked out on the basis of indices applicable for the respective month in which work is done with base index as on “base date”/ “revised base date” as the case may be.
 - b) Force Majeure is invoked after “base date”/ “revised base date” as the case may be (during extended period when delay is not attributable to contractor).
 - 2. PVC shall be applicable for the work done after revocation of Force Majeure.
 - 3. PVC for the work done after revocation of Force Majeure shall be worked out on the basis of indices applicable for the respective month on which work is done excluding the

TECHNICAL CONDITIONS OF CONTRACT (TCC)

effect of change in indices during total period of Force Majeure(s) invoked after "base date" / "revised base date" as the case may be. Base index shall be taken as on "base date" / "revised base date" as the case may be.

The total amount of PVC shall not exceed 15% of the cumulatively executed contract value. Executed Contract value for this purpose is exclusive of PVC, ORC, Supplementary / Additional items and Extra works except items due to quantity variation

SI No: 12

Clauses 2.21 in GCC regarding Arbitration is amended as below

2.21 ARBITRATION & CONCILIATION

2.21.1 ARBITRATION:

2.21.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of

TECHNICAL CONDITIONS OF CONTRACT (TCC)

arbitration shall be **Chennai** (the place from where the contract is issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 2.21.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

2.21.1.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

2.21.1.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

2.21.1.4 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

2.21.2 CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee

TECHNICAL CONDITIONS OF CONTRACT (TCC)

(IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 enclosed in Vol 1A Part II Chapter 8. The Procedure 2.3 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 enclosed in Vol 1A Part II Chapter 10 from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 with effect from the date as intimated by BHEL to it.

2.21.3 No Interest payable to Contractor

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

SI No: 13

The chapter Reverse auction procedure published in 'Forms and Procedures' of Volume I Book-II stands deleted. 'Guidelines for Reverse Auction-2021' available in the website <http://www.bhel.com> -> Supplier Registration, shall be applicable.

SI No: 14:

Existing format on Monthly Performance Evaluation of Contractor, as available in Form No F-14 of Volume ID Forms and procedure stands Deleted. Form No.- F-14 (Rev 01) is enclosed.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

SI No: 15:

Existing format on Monthly Performance Evaluation of Contractor, as available in Form No F-15 of Volume ID Forms and procedure stands Deleted. Form No.- F-15 (Rev 02) is enclosed.

SI No: 16

Integrity Pact is not applicable for this tender. Existing format for Integrity Pact, as available in Volume ID Forms and procedure stands Deleted. Refer revised format for Integrity Pact provided in Annexure – 7 of Notice Inviting Tender (NIT).

SI No: 17

Existing format for BANK GUARANTEE FOR SECURITY DEPOSIT, as available in Form No. F-11 (Rev 00) of Volume ID Forms and procedures stands deleted. Refer Proforma of Bank Guarantee (in lieu of Security Deposit)-Form WAM 22 provided in Chapter-09, Part-II of Volume-IA Technical Conditions of Contract.

SI No: 18

Clause 2.15.5 of GCC in Extra Works is revised as under:

2.15.5: After eligibility of extra works is established and finally accepted by BHEL engineer / designer, payment will be released on competent authority's approval at the following rate.

MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS:

Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework / repairs / rectification / modification / fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be at Rs 108/- per man hour.

SI No: 19

Following paragraph has been added in clause 2.7.1 under clause 2.7 "Rights of BHEL" of GCC (Rev. 01).

"In case of inadequate manpower deployed by the contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting activities

in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor's responsibility. In case of contractor's failure to fulfil his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions."

VOLUME – IA PART-II CHAPTER-2 **PROCEDURES RELATED TO MATERIAL HANDLING,** **STORAGE & OTHER RESPONSIBILITIES AT BHEL STORES**

2.1.1 Procedure to Be Adopted by The Contractor in Case of Short / Damaged Non Delivered Consignments Despatched by Road

2.1.1.1 Procedure for Non Delivered Consignments:

2.1.1.1.1 Apply for and obtain a certificate of Non-delivery from the Road carriers.

2.1.1.1.2 File a Notice of claim on the carriers sending the same to their registered office by Registered Post A.D. and forwarding a copy to their delivery office, immediately or within 6 months from the date of Lorry way Bill.

2.1.1.1.3 The following documents should be obtained and submitted to BHEL in charge at site.

- i. Original and Non-delivery certificates.
- ii. Copy of claim notice filed on the carriers.
- iii. Postal acknowledgement card or reply received for the claim notice.
- iv. If the package originally non-delivered is traced and offered for delivery at a later date, apply and obtain open delivery in respect of the same before clearance.

2.1.1.2 Procedure for short delivery (Non delivery of a few packages in the consignment)

2.1.1.2.1 Obtain a certificate of Short Delivery from the Road Carriers.

2.1.1.2.2 File a notice of claim on the carriers sending the same to their Registered Office by Registered post with A.D. and forwarding a copy to their delivery office immediately or within 6 months from the date of Lorry Way Bill.

2.1.1.2.3 Documents to be submitted to BHEL Site Engineer

- i. Original short delivery certificate.
- ii. Copy of claim notice filed on the carriers.
- iii. Postal acknowledgement or reply received, for the claim notice.
- iv. If the package originally short delivered is traced out and offered for delivery at a later date, apply for and obtain open delivery in respect of the same before clearance.

2.1.1.3 Procedure for short/damage in packages delivered from the road carriers

2.1.1.3.1 Apply for and obtain open delivery from the road carriers.

2.1.1.3.2 If open delivery is refused.

- a) Arrange for survey at the carrier's godown by a licenced insurance surveyor after giving notice in writing.
- b) Take delivery under protest in writing against acknowledgement or by Registered Post with A.D.
- c) Make necessary endorsement regarding the loss/damage on the reverse of the consignee copy of the lorry way bill before surrendering it to the carriers.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

2.1.1.3.3 File a notice of claim on the carriers sending the same to their registered office by Registered Post with A.D. and forwarding a copy to the delivery office immediately or within 6 months from the date of lorry way bill.

2.1.1.3.4 Documents to be submitted to BHEL Site in Charge.

- a) Claim Form
- b) Insurance Policy / Certificate in Original (If specific document is issued)
- c) Original open delivery certificate and report of Insurance survey if any conducted to the final destination.
- d) Additional documents required in the event of refusal of open delivery by the carriers.

- 1) Copy of notice given to the carriers advising about the survey at their godown before clearance.
- 2) Survey report of the licensed insurance surveyor with the bill/receipt for payment of survey fee and expenses.
- 3) Copy of letter of protest extended to the carriers with the postal acknowledgement received thereto.
- 4) Photocopy of the lorry way bill with the endorsement of the discrepancies made thereon.

2.1.2 PROCEDURE TO BE ADOPTED BY THE CONTRACTOR IN CASE OF SHORT/ DAMAGED / NON- DELIVERED CONSIGNMENTS (RECEIVED BY RAIL)

2.1.2.1 As regards consignment dispatched by Rail, the following steps should be taken:

- i. Immediately after R/R is received, the consignee will handover the same to the representative of the Railway Authorities and arrange to effect delivery of the consignments immediately on their receipts. Delay may cause deterioration of goods apart from attracting demurrage charges.
- ii. If cases / packages arrive short or in a damaged condition, or show even the slightest sign of having been tampered with, open delivery should be insisted upon and a shortage/damage certificate extract from a —Open Delivery Bookll of the Railways obtained. Should the railway refuse the grant open delivery, the good should at least be got check weighed against weight given in the R/R before taking delivery. If Railways refuse to check weight, delivery shall be taken giving

TECHNICAL CONDITIONS OF CONTRACT (TCC)

a qualified receipt to the Railways and under written protest under intimation to BHEL. Authorities at site.

- a. A protest shall also be lodged to the Railways on behalf of the consignee against an allowance or on assessment of damage, which is considered insufficient by the consignee.
- iii. In case of short delivery and non-delivery immediately notice losses shall be filed with the Railway authorities at places of dispatch and destination, as also at any intermediate Railway if it is different one, under intimation to BHEL. Authorities.
- iv. BHEL authorities shall be intimated if goods are not traced and delivery not taken within 10 days from the date of R/R, or if goods have been taken delivery of under
 - Open Deliveryll as detailed in (2) shortage certificate duly obtained from the Railways to enable formal claims to be lodged under Section 78 of the Indian Railways Act 1980. If the goods are traced and offered for delivery at a later date.
 - Open Deliveryll shall be insisted upon and shortage / damage certificate obtained as it is possible that the goods may have been damaged due to prolonged delay in delivery.
- v. All letters to the Railway authorities shall be addressed per
 - Registered Post with Acknowledgement Due and the Postal and/or other acknowledgement shall be preserved.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME - IA PART-II CHAPTER-3

Format for Bank Guarantee for Crane and Trailer Deployment

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ----- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandhanam, Chennai 600 035 hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have agreed to submit bank guarantee towards deployment of CRANES AND TRAILERS as per the clause no _____ of Technical Conditions of Contract (Volume-IA of Book-I) of tender specification BHEL PSSR SCT _____ for < Name of Work > with the company.

AND WHEREAS the clauses of tender specification inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards guarantee for deployment of CRANES AND TRAILERS and adherence of the clause no _____ of Technical Conditions of Contract (Volume-IA of Book-I) of tender specification BHEL PSSR SCT _____ in the form and manner specified therein.

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

The Guarantor do hereby guarantee to the company unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company, by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the clause no _____ of Technical Conditions of Contract (Volume-IA of Book-I) of tender specification BHEL PSSR SCT _____.

The decision of the company whether any default has occurred shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

The company shall have no claim under this Guarantee after ----- (date) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

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

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

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

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)
Signed for and on behalf of the Bank

(Designation of the Authorized Person Signing the Guarantee)
(Signatory No.-----)

DATED:

SEAL

=====

Notes :

1. The BANK GUARANTEES (BG) shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
2. The BANK GUARANTEES (BG) is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME-IA PART – II CHAPTER 4 to CHAPTER 10

In the next pages as below:

CHAPTER	Details	No. of sheets
CHAPTER 4	Format for Form no.: F-14 (Rev 01); Monthly Plan and Review with Contractors Chapter-8 06	06
CHAPTER 5	Format for Form no.: F-15 (Rev 02); Monthly Performance Evaluation of contractor Chapter-9 06	06
CHAPTER 6	HSE plan for site operations by subcontractor	82
CHAPTER 7	Hire charges on issue of capital tools & Plants (Only corresponding charges)	14
CHAPTER 8	Proforma of Bank Guarantee (in lieu of Earnest Money)- Form WAM 23	03
CHAPTER 9	Proforma of Bank Guarantee (in lieu of Security Deposit)- Form WAM 22	03
CHAPTER 10	Procedure for conduct of Conciliation	11

MONTHLY PLAN & REVIEW WITH CONTRACTOR

DSSR

 PSSR	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Page 1 of 6
--	--	-------------

Name of Project	Contract No.
Name of Work	Name of Contractor

PART-A: PLAN/REVIEW OF WORK FOR THE MONTH OF

BHEL
(Sign with)

CONTRACTOR
(Sign with name, designation and date)

 PSSR	MONTHLY PLAN & REVIEW WITH CONTRACTOR	
	Page 2 of 6	
Name of Project	Contract No.	
Name of Work	Name of Contractor	

PART- A: Contd.....

Note 1: In addition to the work planned as per Col. 'A', Contractor shall also make full efforts to minimize the 'Cumulative shortfall attributable to contractor upto the month' as mentioned in Col. 'B' by enhancing its resources, so as to achieve the completion of activities as per agreed schedule. In case contractor is not able to execute the entire shortfall, then BHEL 'Engineer in-charge', shall decide the priority of work to be executed and it shall be binding on the contractor.

Note 2: Percentage Shortfall attributable to contractor w.r.t. "Plan - Shortfall attributable to BHEL" for the month = $[(\Sigma E - \Sigma B)/(\Sigma A - \Sigma D)] \times 100$
 In case, $(\Sigma E - \Sigma B)$ is negative, then it shall be treated as zero percent."

Note 3: Form 14 should include all items being planned in the current month, and all items against which shortfall was attributable to contractor till previous month. However, for practical reason, if it is not possible to mention some of the items in Form-14 being planned to be executed in this month, then also value of such items shall necessarily be included in calculation of Total Value.

Note 4: In case reason for shortfall attributable to contractor is w.r.t. T&P and Manpower, it should be in conformity with Part B1 and B2.

BHEL
 (Sign with name, designation and date)

CONTRACTOR
 (Sign with name, designation and date)

	MONTHLY PLAN & REVIEW WITH CONTRACTOR				
PSSR					

Name of Project	Contract No.		
Name of Work	Name of Contractor		

**PART – B-1: PLAN/REVIEW OF DEPLOYMENT OF MAJOR T&Ps FOR THE MONTH OF
CONTRACTOR'S SCOPE: -**

PLAN					DEPLOYMENT STATUS				
SN.	Major T&P to be deployed as per work planned for the month	QTY	Deployment Period (in days)	Weightage assigned to planned T&P (in fraction such that $\Sigma C = 1$)	Actual Deployed Quantity	Actual Deployment Period (in days)	Weighted T&P Deployed	REMARKS	
	A	B		C	D	E	$F = (C \times D) / (A \times B)$	(Works affected due to non-deployment of T&Ps)	

Note: In case, E>B, it shall be considered as E=B. Similarly, in case D>A, it shall be considered as D=A.
Percentage of T&P Deployed = $\Sigma F \times 100$

BHEL SCOPE: -

PLAN					DEPLOYMENT STATUS				
SN.	Major T&P to be deployed as per work planned for the month	QTY	Deployment Period (in days)	Actual Deployed Quantity	Actual Deployment Period (in days)	REMARKS			
						(Works affected due to non-deployment of T&Ps)			

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)

	MONTHLY PLAN & REVIEW WITH CONTRACTOR				
PSSR					

Page **4 of 6**

Name of Project	Contract No.				
Name of Work	Name of Contractor				

PART – B-2: PLAN/ REVIEW OF DEPLOYMENT OF MANPOWER FOR THE MONTH OF**CONTRACTOR'S SCOPE: -**

SN.	Area of Work	Category of Labour	No. of Labour required as per category	Deployment Period (in days)	No. of Labour actually deployed	Actual Deployment Period (in days)	REMARKS (Works affected due to non-availability of labour)
				A			

Percentage of Manpower Deployed= $100 \times \frac{\sum(CxD)}{\sum(AxB)}$

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)

	MONTHLY PLAN & REVIEW WITH CONTRACTOR		
PSSR			

Page 5 of 6

Name of Project	Contract No.
Name of Work	Name of Contractor

PART – C: PLAN(PHYSICAL) FOR THE NEXT MONTH i.e.

SN.	Description of work	Original Planned Quantity	Planned Quantity (excluding shortfalls attributable to contractor till date)	T&Ps Required			Manpower Required	REMARKS (Reasons for difference in Original Planned Quantity w.r.t. Planned quantity to be given)
				Contractor Scope	Major T&P to be deployed as per work planned for the month	BHEL Scope		

Note 1: Planned quantity should be based on available/ expected fronts/ inputs in the next month

Note 2: "Original Planned Quantity" shall be as per latest jointly agreed programme between BHEL and Contractor before commencement of work or at the time of latest Time Extension, as the case may be.

BHEL
(Sign with name, designation and date)CONTRACTOR
(Sign with name, designation and date)

 BHEL PSSR	MONTHLY PLAN & REVIEW WITH CONTRACTOR
	Page 6 of 6
Name of Project Name of Work	Contract No. Name of Contractor

PART – D: REASONS FOR SHORTFALL ATTRIBUTABLE TO BHEL IN RESPECT OF PLAN FOR THE MONTH.....

SN.	Description of Work (from Part-A)	Quantities Affected		Reasons for Shortfall attributable to BHEL	Agency responsible for reasons for Shortfall	Remarks (Supporting Documents in respect of agency responsible)
		Physical Quantity)	Unit of Measu- rement			
1	2	3	4	5	6	7

Note1: Reasons for shortfall shall include non-availability of fronts/ drawings/ materials/ T&P (BHEL Scope)/ clearances etc. and other hindrances for which contractor is not responsible.

Note2: Agency responsible may be BHEL Site/ MUs/ Design Centre/ BHEL Customer/ other Contractors etc.

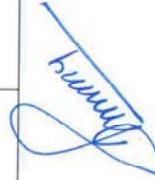
BHEL
(Sign with name, designation and date)

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Project	Vendor	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Package/Unit	Supporting Documents
Sl. No.	Parameter for Measurement						
#1.01	Cumulative number of days in the month, the nominated Quality Officer or his authorised nominee was not available	QUALITY	1.5		Quality Officer or his authorised nominee should be available for all the days of working at site		Daily Log Book entry/Incident Registers/letter references
#1.02	Number of Instances of non-compliance wrt FQP, Standard Drawings, Specifications, E&C Manuals etc.	QUALITY	1.5		No deviation from FQP, Standard Drawings, Specifications, E&C Manuals etc. is allowed without BHEL Engineer's approval.		Daily Log Book entry/Incident Registers/letter references
#1.03	Percentage submission of test certificates for batches of welding electrodes, cement, sand, aggregate, consumable, Paints etc. as applicable for this month OR In case of MM & MH package, monthly checks for Storage/Preservation of material.	QUALITY	1		Submission of 100% Test certificates for materials as per FQP is mandatory. MM & MH package: Storage/Preservation as per manual/procedure.		Daily Log Book entry/Incident Registers/letter references
#1.04	Number of incidences of improper storage & preservation not in accordance to the guidelines of BHEL MUs or approved FQP of materials, consumables (viz. gases, welding electrodes & fluxes, fuel etc. & bought-out items (paints, fasteners etc.) under the custody of the contractor	QUALITY	1		Total number of non-compliances		Daily Log Book entry/Incident Registers/letter references
#1.05	Rework/ Rejection instances in a month necessitated due to deviation from Standard Drawings /Specifications /Manuals E&C procedures /FQPs or due to Poor Workmanship by contractor	QUALITY	2		Reworks/ Rejection should be as minimum as possible. Total number of reworks/ rejections due to reasons attributable to contractor.		Daily Log Book entry/Incident Registers/letter references
#1.06	Delay in preparation & submission of signed protocols / log sheets / site register / NDT test reports as per approved FQP/ Qualified Welder List along with photocopies of Welder ID cards / Welder Performance Evaluation records etc. in the month OR in case of MM / MH package reconciliation statement / verification report.	QUALITY	1		Within 2 days of measurements taken or within first 3 working days of next month, as advised by BHEL Engineer		Daily Log Book entry/Incident Registers/letter references
#1.07	Number of instances for Major equipment/product failure due to negligence/improper work/poor workmanship by contractor	QUALITY	1		No such event should happen		Daily Log Book entry/Incident Registers/letter references
#1.08	Total number of complaints received in the month on the quality of finish / aesthetics	QUALITY	1		Total number of non-compliances		Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package In-charge

Name and Signature of Contractor



MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Project	Parameter for Measurement	Vendor	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Package/U/Unit	Supporting Documents
#.01	Cumulative number of days of delay in submission of Plan FOR THE MONTH supported by deployment plan of Major T&Ps and Manpower (as per Form F-14) and relevant construction/layout drawings - like A4 plan / elevation views of plan status for structures / pressure parts/Civil Works, Piping isometrics for piping, Layout/PID / System reference sketch, Unloading / storage plans etc. as applicable.		PERFORMANCE	5		Number of days delayed from second working day of the month		Daily Log Book entry//incident Registers/letter references
#.02	Percentage of timely submission of Daily Reports for Progress of work, Resources, Consumables etc.		PERFORMANCE	1.5		Percentage of timely submission of daily reports/ Scheduled date is successive next day for each day		Daily Log Book entry//incident Registers/letter references
#.03	Number of days delayed for submission of FQP log sheets / protocols / Monthly Progress Reports for the work executed during the month under measurement		PERFORMANCE	1.5		Number of days delayed/Scheduled date is first 2 working days of next month		Daily Log Book entry//incident Registers/letter references
#.04	Percentage Shortfall attributable to contractor w.r.t. "Plan - Shortfall" attributable to BHEL" for the month as per Form-14		PERFORMANCE	35		As per Part A of Form-14		Progress review formats
#.05	Number of days delayed in submission of Running bills with complete supporting documents (including updated reconciliation statement of BHEL issued material) for the month		PERFORMANCE	2		Number of days delayed / Scheduled date is 7th day of next month		Daily Log Book entry//incident Registers/letter references
#.06	Number of times the Top Management of contractor did not respond to critical issues of site, for the month		PERFORMANCE	1		Total number of instances		Daily Log Book entry//incident Registers/letter references
#.07	Cumulative number of days in the month the works were stopped / refused on interpretation of contract clauses/scope due to tendency of taking undue advantage by interpreting contract clauses in their favour		PERFORMANCE	2		Cumulative number of days lost		Daily Log Book entry//incident Registers/letter references
#.08	Number of times rework was refused by contractor		PERFORMANCE	1		Total number of non-compliances		Daily Log Book entry//incident Registers/letter references

Name and Signature of BHEL Package In-charge

Name and Signature of Contractor



MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Project	Vendor	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Package/Unit	Supporting Documents
Sl. No.	Parameter for Measurement						
#2.09	Cumulative number of days in the month recording / logging was not done in daily log / history register / hindrance register / soft form in a FC maintained at BHEL Site Office	PERFORMANCE	1		Cumulative number of days recording or logging was not done / all days of the month		Daily Log Book entry//incident Registers/letter references
#3.01	Percentage of Manpower Deployed w.r.t. Plan for the month as per Form-14.	RESOURCES	7		As per Part-B2 of Form-14		Daily Log Book entry//incident Registers/letter references
#3.02	Percentage of T&P Deployed w.r.t. Plan for the month as per Form-14.	RESOURCES	7		As per Part-B1 of Form-14		Daily Log Book entry//incident Registers/letter references
#3.03	Cumulative number of major instances in the month hampering / affecting progress of work due to breakdown or non-availability of major T&P and MME for the work, under the scope of Contractor	RESOURCES	3		Cumulative number of instances		Daily Log Book entry//incident Registers/letter references
#3.04	Cumulative number of major instances in the month hampering / affecting progress of work due to non-availability of Consumables/ use of improper consumables under the scope of contractor	RESOURCES	3		Cumulative number of instances		Daily Log Book entry//incident Registers/letter references
#4.01	Number of non-compliances during the month for Statutory requirements like validity of Labour Licence, Insurance Policy, Labour Insurance, PF, BOCW/Compliance etc. and any other applicable laws/ Regulation, Electrical Licence, T&P fitness certificate, Contractors' All Risk Policy etc. as applicable	SITE INFRASTRUCTURE & SERVICE	1		Total number of non-compliances		Daily Log Book entry//incident Registers/letter references
#4.02	Cumulative number of days in a month poor illumination is reported at storage area, erection area, pre-assembly area and other designated areas by BHEL site.	SITE INFRASTRUCTURE & SERVICE	0.5		Total number of non-compliances/random checks		Daily Log Book entry//incident Registers/letter references
#4.03	Cumulative number of days of non-availability of well-maintained toilets facilities for workers (separate for men and women) and non-availability of potable drinking water stations for workers in specified areas.	SITE INFRASTRUCTURE & SERVICE	1		Total number of non-compliances/random checks		Daily Log Book entry//incident Registers/letter references

Name and Signature of BHEL Package In-charge

Name and Signature of Contractor



MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Project	Parameter for Measurement	Vendor	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Package/Unit	Supporting Documents
#4.04	Total number of instances in the month, Housekeeping NOT attended to in spite of instructions by BHEL -i.e. removal / disposal of surplus earth / debris / scrap / unused / surplus cable drums / other electrical items / surplus steel items / packing materials, thrown out scrap like weld butts, cotton waste etc. from the working area to identified locations	SITE INFRASTRUCTURE & SERVICE		2		Total number of non-compliances/random checks		Daily Log Book entry/Incident Registers/letter references
#4.05	Total number of instances in a month, Site Office with reasonably good facilities including enough nos. of computers and printers etc. for use by office and supporting staff was not made available/maintained.	SITE INFRASTRUCTURE & SERVICE		0.5		No discrepancy during regular or surprise visits		Photograph and report of the Engineer
#5.01	Number of days delayed in making labour payments for the last month	SITE FINANCE		2		Number of days delayed / Scheduled date is 7th day of next month		Daily Log Book entry/Incident Registers/letter references
#5.02	Number of complaints from labour/ sub supplier/ sub-contractor for non-receipt of payments from contractor	SITE FINANCE		1.5		Total number of complaints or reporting		Daily Log Book entry/Incident Registers/letter references
#5.03	Number of times the site operations were hampered for want of funds at the disposal of site-in-charge.	SITE FINANCE		1.5		Total number of non-compliances		Daily Log Book entry/Incident Registers/letter references
#6.01	Cumulative number of days in a month the nominated Safety Officer was not available	HSE & SA		1		Safety Officer should be available for all the days		Daily Log Book entry/Incident Registers/letter references
#6.02	Shortfall in number of weekly safety meetings in the month conducted or attended by the Safety Officer	HSE & SA		0.5		Safety meetings to be held every week		Copy of Minutes of meeting
#6.03	Level of compliance w.r.t decisions taken in previous Safety meetings	HSE & SA		0.5		Number of consolidated issues discussed in Safety meetings		Copy of Minutes of meeting, Non-compliance intimation documents from BHEL site
#6.04	Delay in submission of monthly report on safety (including electrical safety for equipment & personnel etc.) in the prescribed form	HSE & SA		1		Number of days delayed/Scheduled date is third working day of next month		Daily Log Book entry/Incident Registers/letter references
#6.05	Number of days taken for lodging FIRs from date of occurrence/notice of incident of theft / accident etc.	HSE & SA		0.5		Number of days delayed/Scheduled date is within 24 Hrs of occurrence/notice of incidence		Copy of FIR lodged by Contractor

Name and Signature of BHEL Packag In-charge

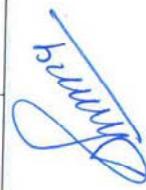
Name and Signature of Contractor



MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Project	Parameter for Measurement	Vendor	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Package/Unit	Supporting Documents
Sl. No.								
#6.06	Number of times written(email, letters etc.) warning issued for non-availability/ use of improper Fall protection and rescue arrangement as lifeline, fall arrestors, safety net, hand-railings, covered floors, man-basket, rescue basket & kit etc. by the contractor	HSE & SA		2		Total number of non-compliances		Daily Log Book entry/Incident Registers/letter references
#6.07	Number of times punitive fines imposed for unsafe practices as per contract like non-availability/use of PPEs as safety shoes, helmets, goggles, gloves, lifeline, safety belts etc.	HSE & SA		1		Total number of non-compliances		Non-compliance intimation documents from BHEL site
#6.08	Percentage compliance to Emergency preparedness and response plan: Portable Fire-extinguishers, Buckets, Fire-wardens, display of emergency numbers, mock-drills, Hazard Identification and Risk Assessment(HIRA) etc.	HSE & SA		1		Compliance should be 100% as per HSE Plan or as finalized in Safety Meetings		Non-compliance intimation documents from BHEL site
#6.09	Number of times the agency has defaulted on display of safety posters / safety slogans / safety barriers/emergency numbers etc. in identified areas	HSE & SA		0.5		Total number of instances		Non-compliance intimation documents from BHEL site
#6.10	Non compliances observed during HSE and Safety Audit	HSE & SA		0.5		Total number of non-compliances		Non-compliance intimation documents from BHEL site, Audit Reports
#6.11	Cumulative number of days in the month, non-availability of First Aid Kit, First Aider & Emergency Vehicles/Ambulance.	HSE & SA		0.5		Cumulative number of days		Non-compliance intimation documents from BHEL site
#6.12	Number of days taken for submission of Root Cause analysis (RCA) for the accident from the cut-off date intimated by BHEL for submission of RCA	HSE & SA		0.5		Number of days delayed/Scheduled date is cut-off date intimated by BHEL		Daily Log Book entry/Incident Registers/letter references
#6.13	Non conductance of training (induction, job specific, height work etc.), tool box meeting and health check-up as per Contract requirements	HSE & SA		0.5		Number of incidences of non-conductance during the month		Daily Log Book entry/Incident Registers/letter references
		Total		100				

Name and Signature of BHEL Package In-charge



Name and Signature of Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Project	Parameter for Measurement	Vendor	Classification	Max Score	Score Obtained	Package/Unit	Supporting Documents
Sl. No.							
	Less Deduction in Score Due to Major Accidents (Fatal, Permanent Disability or bodily injury by which person injured is prevented to resume to work within 48 hours or more after accident., Major Damage to Equipment, etc.) attributable to the contractor @ 3 points/ accident.						
	Less Deduction in Score Due to Minor Accidents attributable to the contractor @ 1 point/ accident						
	Less Deduction in Score Due to not Maintaining of Labour Colony (if applicable) as per BHEL HSE policy @2 points in a month on verification any day						
			Final Score				

Performance Score Summary for the Month	Total Score	Score Obtained
QUALITY	10	
PERFORMANCE	50	
RESOURCES	20	
SITE INFRASTRUCTURE & SERVICE	5	
SITE FINANCE	5	
HSE & SA	10	
OTHERS (deductions if any)	0	
TOTAL	100	

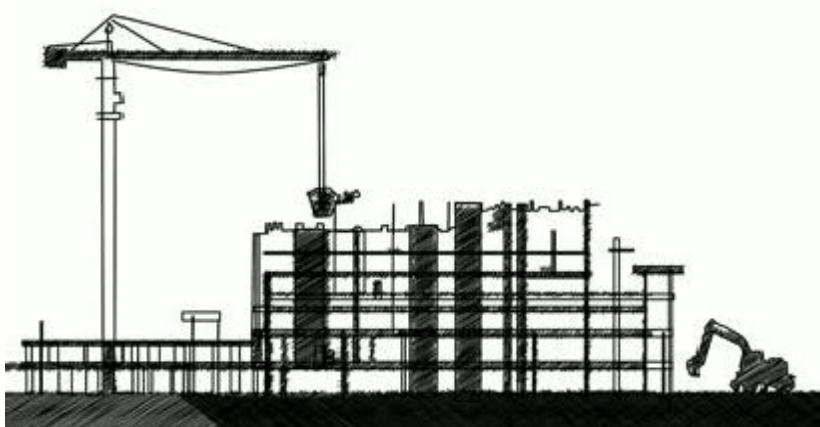
Note:

- 1) It is only indicative and shall be as per the online format issued by BHEL time to time.
- 2) No request will be entertained after specified date of current month w.r.t. changes requested in the scores of immediate previous month.



Name and Signature of BHEL Package In-charge

Name and Signature of Contractor



HEALTH, SAFETY and ENVIRONMENT PLAN

**for
SITE
OPERATIONS
by
SUB-
CONTRACTORS**

POWER SECTOR

HSE PLAN FOR SITE OPERATIONS BY BHEL'S SUBCONTRACTORS

AT A GLANCE

BEFORE START

SIGNING OF MOU	
Agree to comply to HSE requirement- Statutory and BHEL's	Agree to accept BHEL's decision on release of 1.5% (as specified in the contract) of Gross bill amount or part thereof or otherwise (non-release), based on our HSE performance as evaluated by BHEL during the execution period

PLAN

HSE ORGANISATION	
Manpower <ul style="list-style-type: none">1 (one) safety officer for every 500 workers or part thereof1 (one) safety-steward/ supervisor for every 100 workers	HSE Roles and responsibilities <ul style="list-style-type: none">Site In-charge- As per clause 7.2.1Safety officer- As per clause 7.2.2
Qualification As per Cl. 7.1	

HSE Planning
for Man, Machinery/Equipment/Tools & Tackles

PROVIDE

HSE INFRASTRUCTURE	
<ul style="list-style-type: none">PPEsDrinking WaterWashing FacilitiesLatrines and UrinalsProvision of shelter for restMedical facilities	<ul style="list-style-type: none">Canteen facilitiesLabour ColonyEmergency VehiclePest ControlScrapyardIllumination

TRAIN

HSE TRAINING , AWARENESS & PROMOTION	
Training <ul style="list-style-type: none">Induction trainingHeight work and other critical areasTool Box talk & Pep Talk	Awareness & Promotion <ul style="list-style-type: none">SignagePosterBannerCompetitionAwards

COMMUNICATE

HSE COMMUNICATION	
Incident Reporting <ul style="list-style-type: none">Accident- Fatal & MajorProperty damageNear Miss	Event Reporting <ul style="list-style-type: none">CelebrationsTrainingMedical camp

NON CONFORMANCE

CHECKS

EXECUTE SAFELY

OPERATIONAL CONTROL PROCEDURES

PERMIT TO WORK

Height work (above 2 metres), Hot Work, Heavy Lifting, Confined Space, Radiography, excavation (More than 4 metres)

SAFETY DURING WORK EXECUTION

<ul style="list-style-type: none">• Welding• Rigging• Cylinder- storage & Movement• Demolition work• T&Ps• Chemical Handling• Electrical works	<ul style="list-style-type: none">• Fire• Scaffolding• Height work• Working Platform• Excavation• Ladder• Lifting• Hoisting appliance
--	--

HOUSE KEEPING

WASTE MANGEMENT

TRAFFIC MANAGEMENT

ENVIRONMENTAL CONTROL

EMERGENCY PREPAREDNESS AND RESPONSE PLAN

HSE AUDITS & INSPECTION

<ul style="list-style-type: none">• Daily Checks• Inspection of PPEs• Inspection of T& Ps• Inspection of Cranes & Winches	<ul style="list-style-type: none">• Inspection of Height work• Inspection of Welding and Gas cutting• Inspection of elevators etc.
--	--

HSE PERFORMANCE EVALUATION PARAMETERS

PENALTY for NON CONFORMANCE

Refer Clause 16

Incremental penalty

For repeated violation by the same person, the penalty would be double of the previous penalty

For repeated fatal incident in the same Unit incremental penalty to be imposed. The subcontractor will pay 2 times the penalty compared to previously paid in case there are repeated cases of fatal incidents under the same subcontractor for the same package in the same unit.



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 1 of 43

Sr. No.	Description	Page No.
1.0	PURPOSE	4
2.0	SCOPE	4
3.0	OBJECTIVES AND TARGETS	4
4.0	HEALTH, SAFETY & ENVIRONMENT POLICY	5
5.0	MEMORANDUM OF UNDERSTANDING	6
6.0	TERMS & DEFINITIONS	7
7.0	HSE ORGANIZATION	8
7.1	QUALIFICATION FOR HSE PERSONNEL	8
7.2	RESPONSIBILITIES	9
8.0	PLANNING BY SUBCONTRACTOR	11
8.1	MOBILISATION OF MACHINERY/EQUIPMENT/TOOLS	11
8.2	MOBILISATION OF MANPOWER BY SUBCONTRACTOR	11
8.3	PROVISION OF PPEs	12
8.4	ARRANGEMENT OF INFRASTRUCTURE	13
9.0	HSE TRAINING & AWARENESS	16
9.1	HSE INDUCTION TRAINING	16
9.2	HSE TOOLBOX TALK	17
9.3	TRAINING ON HEIGHT WORK	17
9.4	HSE TRAINING DURING PROJECT EXECUTION	17



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 2 of 43

9.5	HSE PROMOTION-SIGNAGE, POSTERS, COMPETITION, AWARDS ETC	18
10.0	HSE COMMUNICATION	18
10.1	INCIDENT REPORTING	18
10.2	HSE EVENT REPORTING	18
11.0	OPERATIONAL CONTROL	19
11.1	HSE ACTIVITIES	19
11.2	WORK PERMIT SYSTEM	20
11.3	SAFETY DURING WORK EXECUTION	20
11.4	ENVIRONMENTAL CONTROL	24
11.5	HOUSEKEEPING	24
11.6	WASTE MANAGEMENT	25
11.7	TRAFFIC MANAGEMENT SYSTEM	26
11.8	EMERGENCY PREPAREDNESS AND RESPONSE	28
12.0	HSE INSPECTION	29
12.1	DAILY HSE CHECKS	29
12.2	INSPECTION OF PPE	29
12.3	INSPECTION OF T&Ps	30
12.4	INSPECTION OF CRANES AND WINCHES	30
12.5	INSPECTION ON HEIGHT WORKING	30
12.6	INSPECTION ON WELDING AND GAS CUTTING OPERATION	30



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 3 of 43

12.7	INSPECTION ON ELECTRICAL INSTALLATION / APPLIANCES	31
12.8	INSPECTION OF ELEVATOR	31
12.9	INSPECTION OF EXCAVATION ACTIVITIES	31
13.0	HSE PERFORMANCE	31
14.0	HSE PENALTIES	32
15.0	OTHER REQUIREMENTS	32
16.0	NON COMPLIANCE	33
17.0	HSE AUDIT/INSPECTION	34
18.0	MONTHLY HSE REVIEW MEETING	34
19.0	FORMATS USED	34
20.0	Annexures	36
	Revision History Sheet	

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 17.01.2020 Page: 4 of 43

1.0 PURPOSE

- 1.1 The purpose of this HSE Plan is to provide for the systematic identification, evaluation, prevention and control of general workplace hazards, specific job hazards, potential hazards and environmental impacts that may arise from foreseeable conditions during installation and servicing of industrial projects and power plants.
- 1.2 This document shall be followed by BHEL's subcontractors at all installation and servicing sites. In case customer specific documents are to be implemented, this document will be followed in conjunction with customer specific documents.
- 1.3 Although every effort has been made to make the procedures and guidelines in line with statutory requirements, in case of any discrepancy relevant statutory guidelines must be followed.
- 1.4 In case the customer has any specific requirement, the same is to be fulfilled.

2.0 SCOPE

The document is applicable for BHEL's Subcontractors at all installation / servicing activities of BHEL Power Sector as per the relevant contractual obligations.

3.0 OBJECTIVES AND TARGETS

The HSE Plan reflects that BHEL places high priority upon the Occupational Health, Safety and Environment at workplaces.

- Ensure the Health and Safety of all persons at work site is not adversely affected by the work.
- Ensure protection of environment of the work site.
- Comply at all times with the relevant statutory and contractual HSE requirements.
- Provide trained, experienced and competent personnel. Ensure medically fit personnel only are engaged at work.
- Provide and maintain plant, places and systems of work that are safe and without risk to health and the environment.
- Provide all personnel with adequate information, instruction, training and supervision on the safety aspect of their work.
- Effectively control, co-ordinate and monitor the activities of all personnel on the Project sites including subcontractors in respects of HSE.
- Establish effective communication on HSE matters with all relevant parties involved in the Project works.
- Ensure that all work planning takes into account all persons that may be affected by the work.
- Ensure fitness testing of all T&Ps/Lifting appliances like cranes, chain pulley blocks etc. are to be certified by competent person.
- Ensure timely provision of resources to facilitate effective implementation of HSE requirements.
- Ensure continual improvements in HSE performance
- Ensure conservation of resources and reduction of wastage.
- Capture the data of all incidents including near misses, process deviation etc. Investigate and analyze the same to find out the root cause.
- Ensure timely implementation of correction, corrective action and preventive action.



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 5 of 43

HSE TARGETS

EXPLOSION	ZERO
FATALITY	ZERO
LOST TIME INJURY	ZERO
FIRE	ZERO
VEHICLE INCIDENTS	ZERO
ENVIRONMENTAL INCIDENTS	ZERO

4.0 BHEL POWER SECTOR HEALTH, SAFETY & ENVIRONMENT POLICY

Power Sector HSE Policy

We, at BHEL Power Sector, reaffirm our belief that the Health and Safety of our stakeholders and conservation of Environment is of utmost importance and takes precedence in all our business decisions. In pursuit of this belief and commitment, we strive to:

- ✓ Ensure total compliance with applicable legislation, regulations and other requirements concerning Occupational Health, Safety and Environment.
- ✓ Ensure continual improvement in the Occupational Health, Safety and Environment Management System performance.
- ✓ Enhance Occupational Health, Safety and Environment awareness amongst employees, customers and suppliers by proactive communication and training.
- ✓ Review periodically and improve Occupational Health, Safety and Environment Management System to ensure its continuing suitability, adequacy and effectiveness in a continuously changing business environment.
- ✓ Develop a culture of safety through active leadership and provide appropriate training at all levels to enable employees to fulfill their Health, Safety and Environmental obligations.
- ✓ Incorporate appropriate Occupational Health, Safety and Environmental criteria into business decisions for selection of plant, technology and services as well as appointment of key personnel.
- ✓ Ensure availability at all times of appropriate resources to fully implement the Occupational Health, Safety and Environmental policy of the company.

This policy will be communicated to all employees and made available to interested parties.

Sd/-

Date: 01.05.2013

Director (Power)

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	
		Date: 17.01.2020 Page: 6 of 43

5.0 MEMORANDUM OF UNDERSTANDING:

After award of work, subcontractors are required to enter into a memorandum of understanding as given below:

Memorandum of Understanding

BHEL, Power Sector _____ Region is committed to Health, Safety and Environment Policy (HSE Policy).

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

M/s _____ shall ensure that safe work practices as per the HSE plan. Spirit and content therein shall be reached to all workers and supervisors for compliance.

In addition to this, M/S _____ shall comply to all applicable statutory and regulatory requirements which are in force in the place of project and any special requirement specified in the contract document of the principal customer.

M/s _____ shall co-operate in HSE audits/inspections conducted by BHEL /customer/ third party and ensure to close any non-conformity observed/reported within prescribed time limit.

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

Name : _____

Place & Date: _____

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 17.01.2020 Page: 7 of 43

6.0 TERMS AND DEFINITIONS

6.1 DEFINITIONS

6.1.1 INCIDENT

Work- related or natural event(s) in which an injury, or ill health (regardless of severity), damage to property or fatality occurred, or could have occurred.

6.1.2 NEAR MISS

An incident where no ill health, injury, damage or other loss occurs, but it had a potential to cause, is referred to as "Near-Miss".

6.1.3 MAN-HOURS WORKED

The total number of man hours worked by all employees including subcontractors working in the premises. It includes managerial, supervisory, professional, technical, clerical and other workers including contract labours. Man-hours worked shall be calculated from the payroll or time clock recorded including overtime. When this is not feasible, the same shall be estimated by multiplying the total man-days worked for the period covered by the number of hours worked per day. The total number of workdays for a period is the sum of the number of men at work on each day of period. If the daily hours vary from department to department separate estimate shall be made for each department and the result added together.

6.1.4 FIRST AID CASES

First aids are not essentially all reportable cases, where the injured person is given medical treatment and discharged immediately for reporting on duty, without counting any lost time.

6.1.5 LOST TIME INJURY

Any work injury which renders the injured person unable to perform his regular job or an alternative restricted work assignment on the next scheduled work day after the day on which the injury occurred.

6.1.6 MEDICAL CASES

Medical cases come under non-reportable cases, where owing to illness or other reason the employee was absent from work and seeks Medical treatment.

6.1.7 TYPE OF INCIDENTS & THEIR REPORTING:

The three categories of Incident are as follows:

Non-Reportable Cases:

An incident, where the injured person is given medical help and discharged for work without counting any lost time.



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 8 of 43

Reportable Cases:

In this case the injured person is disable for 48 hours or more and is not able to perform his duty.

Injury Cases:

These are covered under the heading of non-reportable cases. In these cases the incident caused injury to the person, but he still continues his duty.

6.1.8 TOTAL REPORTABLE FREQUENCY RATE

Frequency rate is the number of Reportable Lost Time Injury (LTI) per one Million Man hours worked. Mathematically, the formula read as:

$$\frac{\text{Number of Reportable LTI} \times 1,000,000}{\text{Total Man Hours Worked}}$$

6.1.9 SEVERITY RATE

Severity rate is the Number of days lost due to Lost Time Injury (LTI) per one Million Man hours worked. Mathematically, the formula reads as:

$$\frac{\text{Days lost due to LTI}}{\text{Total Man Hours Worked}} \times 1,000,000$$

6.1.10 INCIDENCE RATE

Incidence Rate is the Number of LTI per one thousand manpower deployed. Mathematically, the formula reads as:

$$\frac{\text{Number of LTI} \times 1000}{\text{Average number of manpower deployed}}$$

7.0 HSE ORGANISATION

Number of safety officers:

The subcontractor must deploy one safety officer for every 500 workers or part thereof in each package. In addition, there must be one safety-steward/safety-supervisor for every 100 workers.

Deployment: The subcontractor should deploy sufficient safety officers and safety-steward/Safety-supervisor, as per requirement given above, since initial stage and add more in proportion to the added strength in work force. Any delay in deployment will attract a penalty of Rs.30,000/- per man month for the delayed period.

7.1 QUALIFICATION FOR HSE PERSONNEL

Sl.no	Designation	Qualification	Experience
1	Safety officer (Construction Agency)	Degree or Diploma in Engineering with full time diploma in Industrial Safety with construction safety as one of the subjects	Minimum two years for degree holder and five years for diploma holder in the field of Construction of power plant/ major industries



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 9 of 43

2	Safety-Steward/ Safety-Supervisor	Degree or diploma in any discipline with full time diploma in Industrial Safety with construction safety as one of the subjects	Minimum two years
---	-----------------------------------	---	-------------------

7.2 RESPONSIBILITIES

7.2.1 SITE IN -CHARGE OF SUBCONTRACTOR

- Shall sign Memorandum of Understanding (MoU) for compliance to BHEL's HSE Plan for Site Operations as per clause 5.0
- Shall engage qualified safety officer(s) and steward (s) as per clause 7.0
- Shall adhere to the rules and regulations mentioned in this code, practice very strictly in his area of work in consultation with his concerned engineer and the safety coordinator.
- Shall screen all workmen for health and competence requirement before engaging for the job and periodically thereafter as required.
- Shall not engage any employee below 18 years.
- Shall arrange for all necessary PPEs like safety helmets, belts, full body harness, shoes, face shield, hand gloves etc. before starting the job. Shall ensure that no working men/women carry excessive weight more than stipulated in Factory Rule Regulation R57.
- Shall ensure that all T&Ps engaged are tested for fitness and have valid certificates from competent person.
- Shall ensure that provisions stipulated in contract Labour Regulation Act 1970, Chapter V C.9, canteen, rest rooms/washing facilities to contracted employees at site.
- Shall adhere to the instructions laid down in Operation Control Procedures (OCPs) available with the site management.
- Shall ensure that person working above 2.0 meter should use Safety Harness tied to a life line/stable structure.
- Shall ensure that materials are not thrown from height. Cautions to be exercised to prevent fall of material from height.
- Shall report all incidents (Fatal/Major/Minor/Near Miss) to the Site engineer /HSE officer of BHEL.
- Shall ensure that Horseplay is strictly forbidden.
- Shall ensure that adequate illumination is arranged during night work.
- Shall ensure that all personnel working under subcontractor are working safely and do not create any Hazard to self and to others.
- Shall ensure display of adequate signage/posters on HSE.
- Shall ensure that mobile phone is not used by workers while working.
- Shall ensure conductance of HSE audit, mockdrill, medical camps, induction training and training on HSE at site.
- Shall ensure full co-operation during HQ/External /Customer HSE audits.



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 10 of 43

- Shall ensure submission of look-ahead plan for procurement of HSE equipment's and PPEs as per work schedule.
- Shall ensure good housekeeping.
- Shall ensure adequate valid fire extinguishers are provided at the work site.
- Shall ensure availability of sufficient number of toilets /restrooms and adequate drinking water at work site and labour colony.
- Shall ensure adequate emergency preparedness.
- Shall be member of site HSE committee and attend all meetings of the committee
- Power source for hand lamps shall be maximum of 24 v.
- Temporary fencing should be done for open edges if Hand – railings and Toe-guards are not available.

7.2.2 HEALTH, SAFETY AND ENVIRONMENT OFFICER OF SUBCONTRACTOR

- Carry out safety inspection of Work Area, Work Method, Men, Machine & Material, P&M and other tools and tackles.
- Facilitate inclusion of safety elements into Work Method Statement.
- Highlight the requirements of safety through Tool-box / other meetings.
- Help concerned HOS to prepare Job Specific instructions for critical jobs.
- Conduct investigation of all incident/dangerous occurrences & recommend appropriate safety measures.
- Advice & co-ordinate for implementation of HSE permit systems, OCPs & MPs.
- Convene HSE meeting & minute the proceeding for circulation & follow-up action.
- Plan procurement of PPE & Safety devices and inspect their healthiness.
- Report to PS Region/HQ on all matters pertaining to status of safety and promotional program at site level.
- Facilitate administration of First Aid
- Facilitate screening of workmen and safety induction.
- Conduct fire Drill and facilitate emergency preparedness
- Design campaigns, competitions & other special emphasis programs to promote safety in the workplace.
- Apprise PS- Region on safety related problems.
- Notify site personnel non-conformance to safety norms observed during site visits / site inspections.
- Recommend to Site In charge, immediate discontinuance of work until rectification, of such situations warranting immediate action in view of imminent danger to life or property or environment.
- To decline acceptance of such PPE / safety equipment that do not conform to specified requirements.
- Encourage raising Near Miss Report on safety along with, improvement initiatives on safety.
- Shall work as interface between various agencies such customer, package-in-charges, subcontractors on HSE matters

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 17.01.2020 Page: 11 of 43

8.0 PLANNING BY SUBCONTRACTOR

Monthly planning and review of HSE activities shall be carried out by subcontractor as per format No. HSEP:14-F30 jointly along with BHEL.

8.1 MOBILISATION OF MACHINERY/EQUIPMENT/TOOLS BY SUBCONTRACTOR

- As a measure to ensure that machinery, equipment and tools being mobilized to the construction site are fit for purpose and are maintained in safe operating condition and complies with legislative and owner requirement, inspection shall be arranged by in-house competent authority for acceptance as applicable.
- The machinery and equipment to be embraced for this purpose shall include but not limited to the following:
 - Mobile cranes.
 - Side Booms.
 - Forklifts.
 - Grinding machine.
 - Drilling machine.
 - Air compressors.
 - Welding machine.
 - Generator sets.
 - Dump Trucks.
 - Excavators.
 - Dozers
 - Grit Blasting Equipment.
 - Hand tools.
- Subcontractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the condition under which such equipment or container may be handled and used during the performance of the works and the subcontractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction tool and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition will be entertained.

8.2 MOBILISATION OF MANPOWER BY SUBCONTRACTOR

- The subcontractor shall arrange induction and regular health check of their employees as per schedule VII of BOCW rules by a registered medical practitioner.
- The subcontractor shall take special care of the employees affected with occupational diseases under rule 230 and schedule II of BOCW Rules. The employees not meeting the fitness requirement should not be engaged for such job.
- Ensure that the regulatory requirements of excessive weight limit (to carry/lift/ move weights beyond prescribed limits) for male and female workers are complied with.
- Appropriate accommodation to be arranged for all workmen in hygienic condition.



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 12 of 43

8.3 PROVISION OF PPEs

- Personnel Protective Equipment (PPEs), in adequate numbers, will be made available at site & their regular use by all concerned will be ensured
- The following matrix recommends usage of minimum PPEs against the respective job.

Sl. No	Type of work	PPEs
1	Concrete and asphalt mixing	Nose mask, hand glove, apron and gum boot
2	Welders/Grinders/ Gas cutters	Welding/face screen, apron, hand gloves, nose mask and ear muffs if noise level exceeds 90dB. Helmet fitted with welding shield is preferred for welders
3	Stone/ concrete breakers	Ear muffs, safety goggles, hand gloves
4	Electrical Work	Rubber hand glove, Electrical Resistance shoes
5	Insulation Work	Respiratory mask, Hand gloves, safety goggles
6	Work at height	Double lanyard full body harness, Fall arrestor (specific cases)
7	Grit/Sand blasting	Blast suit, blast helmet, respirator, leather gloves
8	Painting	Plastic gloves, Respirators (particularly for spray painting)
9	Radiography	As per BARC guidelines

- The PPEs shall conform to the relevant standards as below and bear ISI mark.

Relevant is-codes for personal protection

IS: 2925 – 1984	Industrial Safety Helmets.
IS: 4770 – 1968	Rubber gloves for electrical purposes.
IS: 6994 – 1973 (Part-I)	Industrial Safety Gloves (Leather & Cotton Gloves).
IS: 1989 – 1986 (Part-I-II)	Leather safety boots and shoes.
IS: 5557 – 1969	Industrial and Safety rubber knee boots.
IS: 6519 – 1971	Code of practice for selection, care and repair of Safety footwear.
IS: 11226 – 1985	Leather Safety footwear having direct molding sole.
IS: 5983 – 1978	Eye protectors.
IS: 9167 – 1979	Ear protectors.
IS: 1179-1967	Eye & Face protection during welding
IS: 3521 – 1983	Industrial Safety Belts and Harness
IS:8519 -1977	Guide for selection of industrial Safety equipment for body protection
IS:9473-2002,14166-1994,14746-1999	Respiratory Protective Devices

The list is not exhaustive. The safety officer may demand additional PPEs based on specific requirement.



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 13 of 43

- Where workers are employed in sewers and manholes, which are in use, the subcontractor shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into manhole, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent incident to the public
- Besides the PPEs mentioned above, the persons shall use helmet and safety shoe. The visitors shall use Helmet and any other PPEs as deemed appropriate for the area of work.

Colour scheme for Helmets:

1. Workmen: Yellow
2. Safety staff: Green or white with green band
3. Electrician: Red
4. Others including visitors: White

- All the PPEs shall be checked for its quality before issue and the same shall be periodically checked. The users shall be advised to check the PPEs themselves for any defect before putting on. The defective ones shall be repaired/replaced.
- The issuing agency shall maintain register for issue and receipt of PPEs.
- The Helmets shall have logo or name (abbreviation of agency name permitted) affixed or printed on the front.
- The body harnesses shall be serial numbered.

8.4 ARRANGEMENT OF INFRASTRUCTURE

8.4.1 DRINKING WATER

- Drinking water shall be provided and maintained at suitable places at different elevations.
- Container should be labeled as "Drinking Water"
- Cleaning of the storage tank shall be ensured atleast once in 3 months indicating date of cleaning and next due date.
- Potability of water should be tested as per IS10500 at least once in a year.

8.4.2 WASHING FACILITIES

- In every workplace, adequate and suitable facilities for washing shall be provided and maintained.
- Separate and adequate cleaning facilities shall be provided for the use of male and female workers. Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition and dully illuminated for night use.
- Overalls shall be supplied by the subcontractor to the workmen and adequate facilities shall be provided to enable the painters and other workers to wash during the cessation of work.

8.4.3 LATRINES AND URINALS

- Latrines and urinals shall be provided in every work place.
- Urinals shall also be provided at different elevations.
- They shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times, by appointing designated person.
- Separate facilities shall be provided for the use of male and female worker if any.

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 17.01.2020 Page: 14 of 43

8.4.4 PROVISION OF SHELTER DURING REST

Proper Shed & Shelter shall be provided for rest during break

8.4.5 MEDICAL FACILITIES

8.4.5.1 MEDICAL CENTRE (As per Schedule V, X and XI of BOCW central Rules, 1998)

- A medical centre shall be ensured/identified at site with basic facilities for handling medical emergencies. The medical center can be jointly developed on proportionate sharing basis with permission from BHEL
- A qualified medical professional, not less than MBBS, shall be deployed at the medical centre
- The medical centre shall be equipped with one ambulance, with trained driver and oxygen cylinder.
- Medical waste shall be disposed as per prevailing legislation (Bio-Medical Waste –Management and Handling Rules, 1998)

8.4.5.2 FIRST AIDER

- Ensure availability of Qualified First-aider throughout the working hours.
- Every injury shall be treated, recorded and reported.
- Refresher course on first aid shall be conducted as necessary.
- List of Qualified first aiders and their contact numbers should be displayed at conspicuous places.

8.4.5.3 FIRST AID BOX (as per schedule III of BOCW)

- The subcontractor shall provide necessary first aid facilities as per schedule III of BOCW. At every work place first aid facilities shall be provided and maintained.
- The first aid box shall be kept by first aider who shall always be readily available during the working hours of the work place. His name and contact no to be displayed on the box.
- The first aid boxes should be placed at various elevations so as to make them available within the reach and at the quickest possible time.
- The first aid box shall be distinctly marked with a Green Cross on white background.
- Details of contents of first aid box is given in Annexure No. 01
- Monthly inspection of First Aid Box shall be carried out by the owner as per format no. HSEP:14-F01
- The subcontractor should conduct periodical first –aid classes to keep his supervisor and Engineers properly trained for attending to any emergency.

8.4.5.4 HEALTH CHECK UP (As per schedule VII and Form XI)

The persons engaged at the site shall undergo health checkup as per the format no. HSEP:14-F02 before induction. The persons engaged in the following works shall undergo health checkup at least once in a year:

- Height workers
- Drivers/crane operators/riggers

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 17.01.2020 Page: 15 of 43

- c. Confined space workers
- d. Shot/sand blaster
- e. Welding and NDE personnel

8.4.6 PROVISION OF CANTEEN FACILITY

- Canteen facilities shall be provided for the workmen of the project inside the project site.
- Proper cleaning and hygienic condition shall be maintained.
- Proper care should be taken to prevent biological contamination.
- Adequate drinking water should be available at canteen.
- Fire extinguisher shall be provided inside canteen.
- Regular health check-up and medication to the canteen workers shall be ensured.

8.4.7 PROVISION OF ACCOMODATION/LABOUR COLONY

- The subcontractor shall arrange for the accommodation of workmen at nearby localities or by making a labour colony.
- Regular housekeeping of the labour colony shall be ensured.
- Proper sanitation and hygienic conditions to be maintained.
- Drinking water and electricity to be provided at the labour colony.
- Bathing/ washing bay
- Room ventilation and electrification.

8.4.8 PROVISION OF EMERGENCY VEHICLE

- Dedicated emergency vehicle shall be made available at workplace by each subcontractor to handle any emergency

8.4.9 PEST CONTROL

Regular pest control should be carried out at all offices, mainly laboratories, canteen, labour colony and stores.

8.4.10 SCRAPYARD

- In consultation with customer, scrapyard shall be developed to store metal scrap, wooden scrap, waste, hazardous waste.
- Scrap/Waste shall be segregated as Bio-degradable and non-bio-degradable and stored separately.

8.4.11 ILLUMINATION

- The subcontractor shall arrange at his cost adequate lighting facilities e.g. flood lighting, hand lamps, area lighting etc. at various levels for safe and proper working operations at dark places and during night hours at the work spot as well as at the pre-assembly area.
- Adequate and suitable light shall be provided at all work places & their approaches including passage ways as per IS: 3646 (Part-II). Some recommended values are given below:



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 16 of 43

POWER SECTOR

S. No.	Location	Illumination (Lux)
A. Construction Area		
1.	Outdoor areas like store yards, entrance and exit roads	20
2.	Platforms	50
3.	Entrances, corridors and stairs	100
4.	General illumination of work area	150
5.	Rough work like fabrication, assembly of major items	150
6.	Medium work like assembly of small machined parts rough measurements etc.	300
7.	Fine work like precision assembly, precision measurements etc.	700
8.	Sheet metal works	200
9.	Electrical and instrument labs	450
B. Office		
1.	Outdoor area like entrance and exit roads	20
2.	Entrance halls	150
3.	Corridors and lift cars	70
4.	Lift landing	150
5.	Stairs	100
6.	Office rooms, conference rooms, library reading tables	300
7.	Drawing table	450
8.	Manual telephone exchange	200

- Lamp (hand held) shall not be powered by mains supply but either by 24V or dry cells.
- Lamps shall be protected by suitable guards where necessary to prevent danger, in case of breakage of lamp.
- Emergency lighting provision for night work shall be made to minimise danger in case of main supply failure.

If the subcontractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the subcontractor

9.0 HSE TRAINING& AWARENESS

9.1 HSE INDUCTION TRAINING

All persons entering into project site shall be given HSE induction training by the HSE officer of BHEL /subcontractor before being assigned to work.

In-house induction training subjects shall include but not limited to:

- Briefing of the Project details.
- Safety objectives and targets.
- Site HSE rules.
- Site HSE hazards and aspects.
- First aid facility.
- Emergency Contact No.
- Incident reporting.
- Fire prevention and emergency response.
- Rules to be followed in the labour colony (if applicable)

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 17.01.2020 Page: 17 of 43

- Proper safety wear & gear must be issued to all the workers being registered for the induction (i.e., Shoes/Helmets/Goggles/Leg guard/Apron etc.)
- They must arrive fully dressed in safety wear & gear to attend the induction.
- Any one failing to conform to this safety wear & gear requirement shall not qualify to attend.
- On completing attending subcontractor's in-house HSE induction, each employee shall sign an induction training form (format no. HSEP:14-F03) to declare that he had understood the content and shall abide to follow and comply with safe work practices. They may only then be qualified to be issued with a personal I.D. card, for access to the work site.

9.2 HSE TOOLBOX TALK

- HSE tool Box talk shall be conducted by frontline foreman/supervisor of subcontractor to specific work groups prior to the start of work. The agenda shall consist of the followings:
 - Details of the job being intended for immediate execution.
 - The relevant hazards and risks involved in executing the job and their control and mitigating measures.
 - Specific site condition to be considered while executing the job like high temperature, humidity, unfavorable weather etc.
 - Recent non-compliances observed.
 - Appreciation of good work done by any person.
 - Any doubt clearing session at the end.
- Record of Tool box talk shall be maintained as per format no. HSEP:14-F04
- Tool box talk to be conducted at least once a week for the specific work.

9.3 TRAINING ON HEIGHT WORK

Training on height work shall be imparted to all workers working at height by in-house/external faculty at least twice in a year. The training shall include following topics:

- Use of PPEs
- Use of fall arrester, retractable fall arrester, life line, safety nets etc.
- Safe climbing through monkey ladders.
- Inspection of PPEs.
- Medical fitness requirements.
- Mock drill on rescue at height.
- Dos & Don'ts during height work.

9.4 HSE TRAINING DURING PROJECT EXECUTION

- Other HSE training shall be arranged by BHEL/ subcontractor as per the need of the project execution and recommendation of HSE committee of site.
- The topics of the HSE training shall be as follows but not limited to:
 - Hazards identification and risk analysis (HIRA)
 - Work Permit System
 - Incident investigation and reporting
 - Fire fighting
 - First aid
 - Fire-warden training
 - EMS and OHSMS
 - T & Ps fitness and operation

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 17.01.2020 Page: 18 of 43

- Electrical safety
- Welding, NDE & Radiological safety
- Storage, preservation & material handling.
- A matrix shall be maintained to keep an up-to-date record of attendance of training sessions carried out.

9.5 HSE PROMOTION-SIGNAGE, POSTERS, COMPETITION, AWARDS ETC

9.5.1 Display of HSE posters and banners

- Site shall arrange appropriate posters, banners, slogans in local/Hindi/English languages at work place

9.5.2 Display of HSE signage

- Appropriate HSE signage shall be displayed at the work area to aware workmen and passersby about the work going on and do's and don'ts to be followed

9.5.3 Competition on HSE and award

- Site will arrange different competition (slogan, poster, essay etc.) on HSE time to time (Safety day, BHEL day, World Environment Day etc.) and winners will be suitably awarded.

9.5.4 HSE awareness programme

- Subcontractor shall arrange HSE awareness programme periodically on different topics including medical awareness for all personnel working at site

10.0 HSE COMMUNICATION

10.1 INCIDENT REPORTING

- The subcontractor shall submit report of all incidents, fires and property damage etc to the Engineer immediately after such occurrence, but in any case not later than 24 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. (Refer HSE procedure for incident investigation, analysis and reporting for details)
- In addition, periodic reports on safety shall also be submitted by the subcontractor to BHEL from time to time as prescribed by the Engineer. Compiled monthly reports of all kinds of incidents, fire and property damage to be submitted to BHEL safety officer as per prescribed formats.
- HSE incidents of site shall be reported to BHEL site Management as per Procedure for Incident Investigation and Reporting in format no. HSEP:14-F15. Corrective action shall be immediately implemented at the work place and compliance shall be verified by BHEL HSE officer and until then, work shall be put on hold by Construction Manager.

10.2 HSE EVENT REPORTING

- Important HSE events like HSE training, Medical camp etc. organized at site shall be reported to BHEL site management in detail with photographs for publication in different in-house magazines
- Celebration of important days like National Safety Day, World Environment Day etc. shall also be reported as mentioned above.

10.3 DAILY HSE ACTIVITY REPORTING

Daily HSE activities shall be reported by subcontractor to BHEL as per Format No. HSEP:14-F31A



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 19 of 43

11.0 OPERATIONAL CONTROL

All applicable OCPs (Operational control procedures) will be followed by subcontractor as per BHEL instructions. This will be done as part of normal scope of work. List of such OCPs is given below. In case any other OCP is found to be applicable during the execution of work at site, then subcontractor will follow this as well, within quoted rate. These OCPs (applicable ones) will be made available to subcontractor during work execution at site. However for reference purpose, these are kept with Safety Officer of BHEL at the Power Sector Regional HQ, or available in downloadable format in the website, which may be refereed by subcontractor, if they so desire.

LIST OF OCPs

Safe handling of chemicals	Safety in use of cranes	Hydraulic test
Electrical safety	Storage and handling of gas cylinders	Spray insulation
Energy conservation	Manual arc welding	Trial run of rotary equipment
Safe welding and gas cutting operation	Safe use of helmets	Stress relieving
Fire safety	Good house keeping	Material preservation
Safety in use of hand tools	Working at height	Cable laying/tray work
First aid	Safe excavation	Transformer charging
Food safety at canteen	Safe filling of hydrogen in cylinder	Electrical maintenance
Illumination	Vehicle maintenance	Safe handling of battery system
Handling and erection of heavy metals	Safe radiography	Computer operation
Safe acid cleaning	Waste disposal	Storage in open yard
Safe alkali boil out	Working at night	For sanitary maintenance
Safe oil flushing	Blasting	Batching
Steam blowing	DG set	Piling rig operation
Safe working in confined area	Handling & storage of mineral wool	Gas distribution test
Safe operation of passenger lift, material hoists & cages	Drilling, reaming and grinding(machining)	Cleaning of hotwell / deaerator
Electro-resistance heating	Compressor operation	O&M of control of AC plant & system
Air compressor	Passivation	Safe Loading of Unit
Safe EDTA Cleaning	Safe Chemical cleaning of Pre boiler system	Safe Boiler Light up
Safe Rolling and Synchronization		

11.1 HSE ACTIVITIES

HSE activities shall be conducted at site based on the HSEMSM developed by Power Sector and issued to site by Regions.

While planning for any activity the following documents shall be referred for infrastructural requirements to establish control measures:

- 1) HSE Procedure for Register of OHS Hazards and Risks
- 2) HSE Procedure for Register of Environmental Aspects and Impacts
- 3) HSE Procedure for Register of Regulations

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 17.01.2020 Page: 20 of 43

- 4) Operational Control Procedures
- 5) HSE Procedure for Emergency Preparedness and Response Plan
- 6) Contract documents

11.2 WORK PERMIT SYSTEM

- The following activities shall come under Work Permit System
 - a. Height working above 2 metres
 - b. Hot working at height
 - c. Confined space
 - d. Radiography
 - e. Excavation more than 4 meter depth
 - f. Heavy lifting above 50 ton
Refer Annexure 05 for Work permit formats.
- "HSE Procedure for Work Permit System" shall be followed while implementing permit system. Where customer is having separate Work Permit System the same shall be followed.
- Permit applicant shall apply for work permit of particular work activity at particular location before starting of the work with Job Hazard Analysis.
- Permit signatory shall check that all the control measures necessary for the activity are in place and issue the permit to the permit holder.
- Permit holder shall implement and maintain all control measures during the period of permit .He will close the permit after completion of the work. The closed permit shall be archived in HSE Department of site.

11.3 SAFETY DURING WORK EXECUTION

Respective OCPS are to be followed and adherence to the same would be contractually binding

11.3.1 WELDING SAFETY

All safety precautions shall be taken for welding and cutting operations as per IS-818. All safety precautions shall be taken for foundation and other excavation marks as per IS-3764.

11.3.2 RIGGING

Rigging equipment shall not be loaded in excess of its recommended safe working load. Rigging equipment, when not in use, shall be removed from the original work area so as not to present a hazard to employees.

11.3.3 CYLINDERS STORAGE AND MOVEMENT

All gas cylinders shall be stored in upright position. Suitable trolley shall be used. There shall be flash-back arrestors conforming to IS-11006 at both cylinder and burner ends. Damaged tube and regulators must be immediately replaced. No of cylinders shall not exceed the specified quantity as per OCP

Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dragged, struck or permitted to strike each other violently.



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 21 of 43

When cylinders are transported by powered vehicle they shall be secured in a vertical position.

11.3.4 DEMOLITION WORK

Before any demolition work is commenced and also during the process of the work the following shall be ensured:

- All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- No electric cable or apparatus which is liable to be a source of danger nor a cable or an apparatus used by the operator shall remain electrically charged.
- All practical steps shall be taken to prevent danger to persons employed from the risks of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render them unsafe.

11.3.5 T&Ps

All T&Ps/ MMEs should be of reputed brand/appropriate quality & must have valid test/calibration certificates bearing endorsement from competent authority of BHEL.. Subcontractor to also submit monthly reports of T&Ps deployed and validity test certificates to BHEL safety Officer as per the format/procedure of BHEL.

11.3.6 CHEMICAL HANDLING

Displaying safe handling procedures for all chemicals such as lube oil, acid, alkali, sealing compounds etc , at work place. Where it is necessary to provide and/or store petroleum products or petroleum mixture & explosives, the subcontractor shall be responsible for carrying out such provision / storage in accordance with the rules & regulations laid down in the relevant petroleum act, explosive act and petroleum and carbide of calcium manual, published by the chief inspector of explosives of India. All such storage shall have prior approval if necessary from the chief inspector of explosives or any other statutory authority. The subcontractor shall be responsible for obtaining the same.

11.3.7 ELECTRICAL SAFETY

- Providing adequate no. of 24 V sources and ensure that no hand lamps are operating at voltage level above 24 Volts.
- Fulfilling safety requirements at all power tapping points.
- High/ Low pressure welders to be identified with separate colour clothings. No welders will be deployed without passing appropriate tests and holding valid welding certificates. Approved welding procedure should be displayed at work place.
- The subcontractor shall not use any hand lamp energized by Electric power with supply voltage of more than 24 volts in confined spaces like inside water boxes, turbine casings, condensers etc.
- All portable electric tools used by the subcontractor shall have safe plugging system to source of power and be appropriately earthed. Only electricians licensed by appropriate statutory authority shall be employed by the subcontractor to carry out all types of electrical works. Details of earth resource ad their test date to be given to BHEL safety officer as per the prescribed formats of BHEL
- The subcontractor shall use only properly insulated and armored cables which conform to the requirement of Indian Electricity Act and Rules for all wiring, electrical applications at site.



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 22 of 43

- BHEL reserves the right to replace any unsafe electrical installations, wiring, cabling etc. at the cost of the subcontractor.
- All electrical appliances used in the work shall be in good working condition and shall be properly earthed.
- No maintenance work shall be carried out on live equipment.
- The subcontractor shall maintain adequate number of qualified electricians to maintain his temporary electrical installations.
- Area wise Electrical safety inspection is to be carried out on monthly basis as per "Electrical Safety Inspection checklist" and the report is to be submitted to BHEL safety officer
- Adequate precautions shall be taken to prevent danger for electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public
- The subcontractor shall carefully follow the safety requirement of BHEL/ the purchaser with the regard to voltages used in critical areas.

11.3.8 FIRE SAFETY

- Providing appropriate fire fighting equipment at designated work place and nominate a fire officer/warden adequately trained for his job.
- Subcontractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, temporary structure in labor colony etc. Such fire protection equipment shall be easy and kept open at all times.
- The fire extinguishers shall be properly refilled and kept ready which should be certified at periodic intervals. The date of changing should be marked on the Cylinders.
- All other fire safety measures as laid down in the "codes for fire safety at construction site" issued by safety coordinator of BHEL shall be followed.
- Non-compliance of the above requirement under fire protection shall in no way relieve the subcontractor of any of his responsibility and liabilities to fire incident occurring either to his materials or equipment or those of others.
- Emergency contacts nos must be displayed at prominent locations
- Tarpaulin being inflammable should not be used (instead, only non-infusible covering materials shall be used) as protective cover while preheating, welding, stress relieving etc. at site.

11.3.9 SCAFFOLDING

- Suitable scaffolds shall be provided for workman for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration of work which can be done safely from ladders.
- When a ladder is used, it shall be of rigid construction made of steel. The steps shall have a minimum width of 45 cm and a maximum rise of 30 cm. Suitable handholds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 horizontal and 1 vertical.
- Scaffolding or staging more than 3.6 m above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 90 cm above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from saver, from swaying, from the building or structure.

11.3.10 WORK AT HEIGHT:

- Guardrails and toe-board/barricades and sound platform conforming to IS:4912-1978 should be provided.



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 23 of 43

- Wherever necessary, life-line (pp or metallic) and fall arrestor along with Polyamide rope or Retractable lifeline should be provided.
- Safety Net as per IS:11057:1984 should be used extensively for prevention/ arrest of men and materials falling from height. The safety nets shall be fire resistant, duly tested and shall be of ISI marked and the nets shall be located as per site requirements to arrest or to reduce the consequences of a possible fall of persons working at different heights.
- Reaching beyond barricaded area without lifeline support, moving with support of bracings, walking on beams without support, jumping from one level to another, throwing objects and taking shortcut must be discouraged.
- Use of Rebar steel for making Jhoola and monkey-ladder (Rods welded to vertical or inclined structural members), temporary platform etc. must be avoided.
- Monkey Ladder should be properly made and fitted with cages.
- Jhoola should be made with angles and flats and tested like any lifting tools before use.
- Lanyard must be anchored always and in case of double lanyard, each should be anchored separately.
- In case of pipe-rack, persons should not walk on pipes and walk on platforms only.
- In case of roof work, walking ladder/ platform should be provided along with lifeline and/ or fall arrestor.
- Empty drums must not be used.
- For chimney or structure painting, both hanging platform and men should be anchored separately to a firm structure along with separate fall arrestor. Rope ladder should be discouraged.

11.3.11 WORKING PLATFORM

Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform gangways provided is more than 3.6 m above ground level or floor level, they shall be closely boarded and shall have adequate width which shall not be less than 750 mm and be suitably fenced as described above. Every opening in the floor or a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.

11.3.12 EXCAVATION

Wherever there are open excavation in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.

11.3.13 LADDER SAFETY

Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in the length while the width between side rails in rung ladder shall in no case be less than app. 29.2 cm for ladder upto and including 3 m in length. For longer ladders this width shall be increased at least $\frac{1}{4}$ " for each additional foot of length.

A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to Construction.

11.3.14 LIFTING SAFETY

- It will be the responsibility of the subcontractor to ensure safe lifting of the equipment, taking due precaution to avoid any incident and damage to other equipment and personnel.



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 24 of 43

- All requisite tests and inspection of handling equipment, tools & tackle shall be periodically done by the subcontractor by engaging only the Competent Persons as per law.
- Defective equipment or uncertified shall be removed from service.
- Any equipment shall not be loaded in excess of its recommended safe working load.

11.3.15 HOISTING APPLIANCE

- Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe guards.
- Hoisting appliance should be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming incidentally displaced.
- When workers employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided.
- The worker should not wear any rings, watches and carry keys or other materials which are good conductor of electricity.

11.4 ENVIRONMENTAL CONTROL

Environment protection has always been given prime importance by BHEL. Environmental damage is a major concern of the principal subcontractor and every effort shall be made, to have effective control measures in place to avoid pollution of Air, Water and Land and associated life. Chlorofluorocarbons such as carbon tetrachloride and trichloroethylene shall not be used. Waste disposal shall be done in accordance with the guidelines laid down in the project specification.

Any chemical including solvents and paints, required for construction shall be stored in designated bonded areas around the site as per Material Safety Data Sheet (MSDS).

In the event of any spillage, the principle is to recover as much material as possible before it enters drainage system and to take all possible action to prevent spilled materials from running off the site. The subcontractor shall use appropriate MSDS for clean-up technique

All subcontractors shall be responsible for the cleanliness of their own areas.

The subcontractors shall ensure that noise levels generated by plant or machinery are as low as reasonably practicable. Where the subcontractor anticipates the generation of excessive noise levels from his operations the subcontractor shall inform to Construction Manager of BHEL accordingly so that reasonable &practicable precautions can be taken to protect other persons who may be affected.

It is imperative on the part of the subcontractor to join and effectively contribute in joint measures such as tree plantation, environment protection, contributing towards social upliftment, conversion of packing woods to school furniture, keeping good relation with local populace etc.

The subcontractor shall carry out periodic air and water quality check and illumination level checking in his area of work place and take suitable control measure.

11.5 HOUSEKEEPING

- Keeping the work area clean/ free from debris, removed scaffoldings, scraps, insulation/sheeting wastage /cut pieces, temporary structures, packing woods etc. will be in the scope of the subcontractor. Such cleanings has to be done by

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 17.01.2020 Page: 25 of 43

subcontractor within quoted rate, on daily basis by an identified group. If such activity is not carried out by subcontractor / BHEL is not satisfied, then BHEL may get it done by other agency and actual cost along with BHEL overheads will be deducted from contractor's bill. Such decisions of BHEL shall be binding on the subcontractor

- Proper housekeeping to be maintained at work place and the following are to be taken care of on daily basis.
- All surplus earth and debris are removed/disposed off from the working areas to identified locations.
- Unused/Surplus cables, steel items and steel scrap lying scattered at different places/elevation within the working areas are removed to identified locations.
- All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from workplace to identified locations. Sufficient waste bins shall be provided at
- Different work places for easy collection of scrap/waste. Scrap chute shall be installed to remove scrap from high location.
- Access and egress (stair case, gangways, ladders etc.) path should be free from all scrap and other hindrances.
- Workmen shall be educated through tool box talk about the importance of housekeeping and encourage not to litter.
- Labour camp area shall be kept clear and materials like pipes, steel, sand, concrete, chips and bricks, etc. shall not be allowed in the camp to obstruct free movement of men and machineries.
- Fabricated steel structures, pipes & piping materials shall be stacked properly.
- No parking of trucks/trolleys, cranes and trailers etc. shall be allowed in the camp, which may obstruct the traffic movement as well as below LT/HT power line.
- Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas

11.6 WASTE MANAGEMENT

Take suitable measures for waste management and environment related laws/legislation as a part of normal construction activities. Compliance with the legal requirements on storage/ disposal of paint drums (including the empty ones), Lubricant containers, Chemical Containers, and transportation and storage of hazardous chemicals will be strictly maintained.

11.6.1 BINS AT WORK PLACE

- Sufficient rubbish bins shall be provided close to workplaces.
- Bins should be painted yellow and numbered.
- Sufficient nos. of drip trays shall be provided to collect oil and grease.
- Sufficient qty. of broomsticks with handle shall be provided.
- Adequate strength of employees should be deployed to ensure daily monitoring and service for waste management.

11.6.2 STORAGE AND COLLECTION

- Different types of rubbish/waste should be collected and stored separately.
- Paper, oily rags, smoking material, flammable, metal pieces should be collected in separate bins with close fitting lids.
- Rubbish should not be left or allowed to accumulate on construction and other work places.
- Do not burn construction rubbish near working site.

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 17.01.2020 Page: 26 of 43

11.6.3 SEGREGATION

- Earmark the scrap area for different types of waste.
- Store wastes away from building.
- Oil spill absorbed by non-combustible absorbent should be kept in separate bin.
- Clinical and first aid waste stored and incinerated separately.

11.6.4 DISPOSAL

- Sufficient containers and scrap disposal area should be allocated.
- All scrap bin and containers should be conveniently located.
- Provide self-closing containers for flammable/spontaneously combustible material.
- Keep drainage channels free from choking.
- Make schedule for collection and disposal of waste.

11.6.5 WARNING AND SIGNS

- Appropriate sign to be displayed at scrap storage area
- No toxic, corrosive or flammable substance to be discarded into public sewage system.
- Waste disposal shall be in accordance with best practice.
- Comply with all the requirements of Pollution Control Board (PCB) for storage and disposal of hazardous waste.

11.7 TRAFFIC MANAGEMENT SYSTEM

11.7.1 SAFE WORKPLACE TRANSPORT SYSTEM

- Traffic routes in a work place shall be suitable for the persons or vehicles using them. This shall be sufficient in number and of sufficient size. This shall reflect the suitability of traffic routes for vehicles and pedestrians.
- Where vehicles and pedestrians use the same traffic routes there shall be sufficient space between them. Where necessary all traffic routes must be suitably indicated. Pedestrians or vehicles must be able to use traffic routes without endangering those at work. There must be sufficient separation of traffic routes from doors, gates and pedestrian traffic routes.
- For internal traffic, lines marked on roads / access routes and between buildings shall clearly indicate where vehicles are to pass.
- Temporary obstacles shall be brought to the attention of drivers by warning signs or hazard cones.
- Speed limits shall be clearly displayed. Speed ramps preceded by a warning signs or marker are necessary.
- The traffic route should be wide enough to allow vehicles to pass and re-pass oncoming or parked traffic and it may be advisable to introduce on-way system or parking restrictions.
- Safest route shall be provided between places where vehicles have to call or deliver.
- Avoid vulnerable areas/items such as fuel or chemicals tanks or pipes, open or unprotected edges and structures likely to collapse



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 27 of 43

- Safe areas shall be provided for loading and unloading.
- Avoid sharp or blind bends. If this is not possible hazards should be indicated e.g. blind corner.
- Ensure road crossings are minimum and clearly signed.
- Entrance and gateways shall be wide enough to accommodate a second vehicle without causing obstruction.
- Set sensible speed limits which are clearly sign posted.
- Where necessary ramps should be used to retard speed. This shall be preceded by a warning sign or mark on the road.
- Forklift trucks shall not pass over road hump unless of a type capable of doing so.
- Overhead electric cable, pipes containing flammable hazardous chemical shall be shielded by using goal posts height gauge posts or barriers.
- Road traffic signs shall be provided on prominent locations for prevention of incidents and hazards and for quick guidance and warning to employees and public. Safety signs shall be displayed as per the project working requirement and guideline of the state in which project is done. Vehicles hired or used shall not be parked within the 15m radius of any working area. Any vehicle, that is required to be at the immediate/near the vicinity, shall be approved by the person in-charge of the site.

11.7.2 TRAFFIC ROUTE FOR PEDESTRIANS

- Where traffic routes are used by both pedestrians and vehicles road shall be wide enough to allow vehicles and pedestrians safely.
- Separate routes shall be provided for pedestrians to keep them away from vehicles. Provide suitable barriers/guard at entrances/exit and the corners or buildings.
- Where pedestrian and vehicle routes cross, appropriate crossing shall be provided.
- Where crowd is likely to use roadway e.g. at the end of shift, stop vehicles from using them at such times.
- Provide high visibility clothing for people permitted in delivery area.

11.7.3 WORK VEHICLE

Work vehicle shall be as safe stable efficient and roadworthy as private vehicles on public roads. Site management shall ensure that drivers are suitably trained. All vehicle e.g. heavy motor vehicle forklift trucks dump trucks mobile cranes shall ensure that the work equipment conforms to the following:

- A high level of stability.
- A safe means of access/egress.
- Suitable and effective service and parking brakes.
- Windscreens with wipers and external mirrors giving optimum all round visibility.
- Provision of horn, vehicle lights, reflectors, reversing lights, reversing alarms.
- Provision of seat belts.
- Guards on dangerous parts.
- Driver protection - to prevent injury from overturning and from falling objects/materials.
- Driver protection from adverse weather.
- No vehicle shall be parked below HT/LT power lines.
- Valid Pollution Under Control certification for all vehicles

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 17.01.2020 Page: 28 of 43

11.7.4 DAILY CHECK BY DRIVER

- There should also be daily safety checks containing below mentioned points by the driver before the vehicle is used.
 - Brakes.
 - Tires.
 - Steering.
 - Mirrors.
 - Windscreen waters.
 - Wipers.
 - Warning signals.
 - Specific safety system i.e. control interlocks
- Management should ensure that drivers carry out these checks.

11.7.5 TRANSPORTATION OF PERSONNEL AND MATERIALS BY VEHICLES

- All drivers shall hold a valid driving License for the class of vehicle to be driven and be registered as an authorized BHEL driver with the Administration Department.
- Securing of the load shall be by established and approved methods, i.e. chains with patented tightening equipment for steel/heavy loads. Sharp corners on loads shall be avoided when employing ropes for securing.
- All overhangs shall be made clearly visible and restricted to acceptable limits
- Load shall be checked before moving off and after traveling a suitable distance.
- On no account is construction site to be blocked by parked vehicles Drivers of vehicles shall only stop or park in the areas designate by the stringing foreman.
- Warning signs shall be displayed during transportation of material.

All vehicles used by BHEL shall be in worthy condition and in conformance to the Land Transport requirement.

11.7.6 MAINTENANCE

All Vehicles used for transportation of man and material shall undergo scheduled inspections on frequent intervals to secure safe operation. Such inspections shall be conducted in particular for steering, brakes, lights, horn, doors etc. Site management shall ensure that work equipment is maintained in an efficient, working order and in good repair. Inspections and services carried out at regular intervals of time and or mileage. No maintenance shall be carried below HT/LT power lines.

11.8 EMERGENCY PREPAREDNESS AND RESPONSE

- Emergency preparedness and response capability of site shall be developed as per Emergency Preparedness and Response plan issued by Regional HQ
- Availability of adequate number of first aiders and fire warden shall be ensured with BHEL and its subcontractors
- All the subcontractor's supervisory personnel and sufficient number of workers shall be trained for fire protection systems. Enough number of such trained personnel must be available during the tenure of contract. Subcontractor should nominate his supervisor to coordinate and implement the safety measures.
- Assembly point shall be earmarked and access to the same from different location shall be shown
- Fire exit shall be identified and pathway shall be clear for emergency escape.



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 29 of 43

- Appropriate type and number of fire extinguisher shall be deployed as per Fire extinguisher deployment plan and validity shall be ensured periodically through inspection
- Adequate number of first aid boxes shall be strategically placed at different work places to cater emergency need. Holder of the first aid box shall be identified on the box itself who will have the responsibility to maintain the same.
- First aid center shall be developed at site with trained medical personnel and ambulance
- Emergency contact numbers (format given in EPRP) of the site shall be displayed at prominent locations.
- Tie up with fire brigade shall be done in case customer is not having fire station.
- Tie up with hospital shall be done in case customer is not having hospital.
- Disaster Management group shall be formed at site
- Mock drill shall be arranged at regular intervals. Monthly report of the above to be given to BHEL safety Officer as per prescribed BHEL formats
- Mock drill shall be conducted on different emergencies periodically to find out gaps in emergency preparedness and taking necessary corrective action

12.0 HSE INSPECTION

Inspection on HSE for different activities being carried out at site shall be done to ensure compliance to HSEMS requirements. The subcontractor shall maintain and ensure necessary safety measures as required for inspection and tests HV test, Pneumatic test, Hydraulic test, Spring test, Bend test etc. as applicable, to enable inspection agency for performing Inspection. If any test equipment is found not complying with proper safety requirements then the Inspection Agency may withhold inspection, till such time the desired safety requirements are met.

12.1 DAILY HSE CHECKS

Both the Site Supervisors and safety officer of Subcontractor are to conduct daily site Safety inspection around work activities and premises to ensure that work methods and the sites are maintained to an acceptable standard. The following are to form the common subjects of a daily safety inspection:

- Personal Safety wears & gear compliance.
- Complying with site safety rules and permit-to-work (PTW).
- Positions and postures of workers.
- Use of tools and equipment etc. by the workers.

The inspection should be carried out just when work starts in beginning of the day, during peak activities period of the day and just before the day's work ends.

12.2 INSPECTION OF PPE

- PPEs shall be inspected by HSE officer at random once in a week as per format no. HSEP:14-F06 for its compliance to standard and compliance to use and any adverse observation shall be recorded in the PPE register.
- The applicable PPEs for carrying out particular activities are listed below.

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 17.01.2020 Page: 30 of 43

12.3 INSPECTION OF T&Ps

- A master list of T&Ps shall be maintained by each subcontractor.
- All T&Ps being used at site shall be inspected by HSE officer once in a month as per format no. HSEP:14-F07 for its healthiness and maintenance.
- The T&Ps which require third party inspection shall be checked for its validity during inspection. The third party test certificate should be accompanied with a copy of the concerned competent person's valid qualification record.
- The validity of T&P shall be monitored as per "Status of T&Ps" format no. HSEP:14-F08

12.4 INSPECTION OF CRANES AND WINCHES

- Cranes and winches shall be inspected by the operator through a daily checklist for its safe condition (as provided by the equipment manufacturer) before first use of the day.
- Cranes and Winches shall be inspected by HSE officer once in a month as per format no. HSEP:14-F09 for healthiness, maintenance and validity of third party inspection.
- The date of third party inspection and next due date shall be painted on cranes and winches.
- The operators/drivers shall be authorized by sub-contractor based on their competency and experience and shall carry the I-card.
- The operator should be above 18 years of age and should be in possession of driving license of HMV man & goods), vision test certificate and should have minimum qualification so that he can read the instructions and check list.

12.5 INSPECTION ON HEIGHT WORKING

- Inspection on height working shall be conducted daily by supervisors before start of work to ensure safe working condition including provision of
 - Fall arrestor
 - Lifelines
 - Safety nets
 - Fencing and barricading
 - Warning signage
 - Covering of opening
 - Proper scaffolding with access and egress.
 - Illumination
- Inspection on height working shall be conducted once in a week by HSE officer as per format no. HSEP:14-F10.
- Medical fitness of height worker shall be ensured.
- Height working shall not be allowed during adverse weather.

12.6 INSPECTION ON WELDING AND GAS CUTTING OPERATION

- Supervisor shall ensure that no flammable items are available in near vicinity during welding and gas cutting activity.
- Gas cylinders shall be kept upright.
- Use of Flash back arrestor shall be ensured at both ends.

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 17.01.2020 Page: 31 of 43

- Inspection during welding and gas cutting operations shall be carried out by HSE officer once a month as per format no. HSEP:14-F11.
- Use of fire blanket to be ensured to avoid falling of splatters during welding or gas cutting operation at height.
- Availability of fire extinguisher at vicinity shall be ensured.

12.7 INSPECTION ON ELECTRICAL INSTALLATION/APPLIANCES

- Ensure proper earthing in electrical installation
- Use ELCB at electrical booth
- Electrical installation shall be properly covered at top where required
- Use appropriate PPEs while working
- Use portable electrical light < 24 V in confined space and potentially wet area.
- Monthly inspection shall be carried out as per format no. HSEP:14-F12.

12.8 INSPECTION OF ELEVATOR

- Elevators shall be inspected by concerned supervisors once in a week as per format no. HSEP:14-F13.
- All elevators shall be inspected by competent person and validity shall be ensured.
- The date of third party inspection and next due date shall be painted on elevator.

12.9 INSPECTION OF EXCAVATION

Excavation activities shall be inspected as per Format HSEP:14-F13A

13.0 HSE PERFORMANCE

- Contractor shall be assessed on monthly basis for HSE Compliance by BHEL Safety In-charge at site. The HSE compliance shall be based on Online HSE Evaluation System by BHEL as per Format No. HSEP:14-F33. Only if the bidder qualifies the 'HSE Compliance Criteria' then bidder shall be eligible for further assessment on other parameters. Average score of last 6 months for 'HSE Compliance Criteria' for a bidder shall be worked out and Minimum Average Score of last 6 months for a bidder to qualify for future tenders shall be 60. For new vendors (whose past record in Online HSE Evaluation System is not available with BHEL), this criterion shall not be applicable.

Note: This criterion shall be subject to review by BHEL from time to time as per requirement/ prevailing conditions.

- Suitable HSE reward system shall be developed at site level to promote HSE compliance amongst workmen.
- To decide HSE reward performance towards HSE shall be evaluated for workmen and it shall be awarded regularly in public gathering.
- If safety record of the subcontractor in execution of the awarded job is to the satisfaction of safety department of BHEL, issue of an appropriate certificate to recognize the safety performance of the subcontractor may be considered by BHEL after completion of the job.

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 17.01.2020 Page: 32 of 43

14.0 HSE PENALTIES

- As per contractual provision HSE penalties shall be imposed on subcontractors for non- compliance on HSE requirement as per format no. HSEP:14-F14. The list in the format is only indicative. For any other violation, not listed in the format, the minimum penalty amount is to be decided as per BOCW act.
- If principal customer/statutory and regulatory bodies impose some penalty on HSE due to the non-compliance of the subcontractor the same shall be passed on to them.
- The penalty amount shall be recovered by Site Finance department from subcontractors from the RA/Final bill.

15.0 OTHER REQUIREMENTS

- In case of any delay in completion of a job due to mishaps attributable to lapses by the subcontractor, BHEL shall have the right to recover cost of such delay from the payments due to the subcontractor, after notifying the subcontractor suitably.
- If the subcontractor 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 subcontractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instruction regarding safety issued by BHEL, BHEL shall have the right to take corrective steps at the risk and cost of the subcontractor after giving a notice of not less than 7 days indicating the steps that would be taken by BHEL.
- If the subcontractor succeeds in carrying out its job in time without any fatal or disabling injury incident and without any damage to property BHEL may, at its sole discretion, favorably consider to reward the subcontractor suitably for the performance.
- In case of any damage to property due to lapses by the subcontractor, BHEL shall have the right to recover the cost of such damages from the subcontractor after holding an appropriate enquiry.
- The subcontractor shall take all measures at the sites of the work to protect all persons from incidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any persons for injury sustained or death owing to neglect of the above precautions and to pay any such persons such compensation or which may with the consent of the subcontractor be paid to compromise any claim by any such person, should such claim proceeding be filed against BHEL, the subcontractor hereby agrees to indemnify BHEL against the same.
- The subcontractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, overalls shall be supplied by the subcontractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- The subcontractor shall notify BHEL of his intention to bring to site any equipment or material which may create hazard.
- BHEL shall have the right to prescribe the conditions under which such equipment or materials may be handled and the subcontractor shall adhere to such instructions.



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 33 of 43

- BHEL may prohibit the use of any construction machinery, which according to the organization is unsafe. No claim for compensation due to such prohibition will be entertained by BHEL.

16. NON COMPLIANCE

NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND BHEL HAS RIGHT TO IMPOSE FINES ON THE SUBCONTRACTOR AS UNDER FOR EVERY INSTANCE OF VIOLATION NOTICED:

SN	Violation of Safety Norms	Fine (in Rs)
01	Not Wearing Safety Helmet	200/- *
02.	Not wearing Safety Belt or not anchoring life line	500/-*
03	Not wearing safety shoe	200/-*
04	Not keeping gas cylinders vertically	200/-
05	Not using flash back arrestors	100/-
06	Not wearing gloves	50/- *
07.	Grinding Without Goggles	50/- *
08.	Not using 24 V Supply For Internal Work	500/-
09.	Electrical Plugs Not used for hand Machine	100/-
10.	Not Slinging properly	200/-
11.	Using Damaged Sling	200/-
12.	Lifting Cylinders Without Cage	500/-
13.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.	200/-
14.	Not Removing Small Scrap From Platforms	500/-
15.	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting	500/-
16.	Not Maintaining Electric Winches Which are Operated Dangerously	500/-
17.	Improper Earthing Of Electrical T&P	500/-
18	No or improper barricading	500/-
19.	Activity carried out without Safety work permit (Height work, Lifting activity, Hot work-each person/case)	1000/-
20.	Incident Resulting in Partial Loss in Earning Capacity	25,000/- per victim
21.	Fatal Incident Resulting in total loss in Earning Capacity	1,00,000/- per victim for first instance #

- Legend:-

*: per head. For repeated violation by the same person, the penalty would be double of the previous penalty. Date of "Repeated violation" will be counted from subsequent days.

#: or as deducted by customer, whichever is higher. For repeated fatal incident in the same Unit incremental penalty to be imposed. The subcontractor will pay 2 times the penalty compared to previously paid in case there are repeated cases of fatal incidents under the same subcontractor for the same package in the same unit.

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 subcontractor. The amount collected above will be utilized for giving award to the employees who could avoid incident by following safety rules. Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.

	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 17.01.2020 Page: 34 of 43

17.0 HSE AUDIT/INSPECTION

- Regular HSE Audit/inspection shall be carried out by Subcontractor as per Site HSE audit calendar.
- HSE checklist (**Annexure 02**) shall be used for carrying out audit/inspection and report shall be submitted to BHEL site management
- All non-conformities and observations on HSE identified during internal or external HSE audit shall be disposed off by site in a time bound manner and reported back the implementation status
- Corrective action and Preventive action on HSE issues raised by certification body issued by Regional HQs shall be implemented by site and reported to Site management.

18.0 MONTHLY HSE REVIEW MEETING

- Site shall hold HSE review meeting every month to discuss and resolve HSE issues of site and improve HSE performance. It will also discuss the incidents occurred since previous meeting, its root cause and Corrective action and Preventive action. The agenda is given below:
 - Implementation of earlier MOM
 - HSE performance
 - HSE inspection
 - HSE audit and CAPA
 - HSE training
 - Health check-up camp
 - HSE planning for the erection and commissioning and installation activities in the coming month
 - HSE reward and promotional activities
- The meeting shall be chaired by Construction Manager, convened by HSE coordinator and attended by all HOS, Site Incharge of Subcontractors and HSE officer of Subcontractors.
- MOM on the discussion will be circulated to the concerned for implementation.

19.0 FORMATS USED (Details available in Annexure-04)

SL. No.	Format Name	Format No.	Rev No.
01	Inspection of First Aid Box	HSEP:14-F01	00
02	Health Check Up	HSEP:14-F02	00
03	HSE Induction Training	HSEP:14-F03	00
04	Tool Box Talk	HSEP:14-F04	00
05	Monthly Site HSE Report	As specified by BHEL	00
06	Inspection of PPE	HSEP:14-F06	00



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: **35 of 43**

POWER SECTOR

07	Inspection of T&Ps	HSEP:14-F07	00
08	Status of T&Ps	HSEP:14-F08	00
09	Inspection of Cranes and Winches	HSEP:14-F09	00
10	Inspection on Height Working	HSEP:14-F10	00
11	Inspection on Welding & Gas Cutting	HSEP:14-F11	00
12	Inspection on Electrical Installation	HSEP:14-F12	00
13	Inspection on Elevator	HSEP:14-F13	00
14	HSE Penalty	HSEP:14-F14	00
15	Accident /incident / property damage /fire incident report	HSEP:14-F15	00



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 36 of 43

20.0 ANNEXURES

ANNEXURE 01

As per Contract Labour (Regulation & Abolition Act), Central Rules, 1971,

(1) The first-aid box shall be distinctively marked with a Red Cross on a white background and shall contain the following items, namely:

(a) For establishments in which the number of contract labour employed does not exceed fifty, each first aid box shall contain the following equipment:

(i)	6 small sterilized dressings
(ii)	3 medium size sterilized dressings
(iii)	3 large size sterilized dressings
(iv)	6 pieces of sterilized eye pads in separate sealed packets.
(v)	6 roller bandages 10 cm wide.
(vi)	6 roller bandages 5 cm wide.
(vii)	One tourniquet
(viii)	A supply of suitable splints
(ix)	Three packets of safety pins.
(x)	Kidney tray.
(xi)	3 large sterilized burn dressings.
(xii)	1 (30ml) bottle containing a two percent alcoholic solution of iodine
(xiii)	1 (30 ml) bottle containing Sal volatile having the dose and mode of administration indicated on the label
(xiv)	1 snake bite lancet
(xv)	1 (30gms) bottle of potassium permanganate crystals.
(xvi)	1 pair scissors
(xvii)	1 copy of the First-Aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
(xviii)	A bottle containing 100 tablets (each of 5 grains) of aspirin
(xix)	Ointment for burns
(xx)	A bottle of suitable surgical anti-septic solution

(b) For establishment in which the number of contract labour exceeds fifty each first-aid box shall contain the following equipment:

(i)	12 small sterilized dressings
(ii)	6 medium size sterilized dressings
(iii)	6 large size sterilized dressings.
(iv)	6 large size sterilized burn dressings
(v)	6 (15 grams) packets sterilized cotton wool
(vi)	12 pieces of sterilized eye pads in separate sealed packets.



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 37 of 43

(vii)	12 roller bandages 10 cm wide.
(viii)	12 roller bandages 5 cm wide.
(ix)	One tourniquet.
(x)	A supply of suitable splints.
(xi)	Three packets of safety pins.
(xii)	Kidney tray.
(xiii)	Sufficient number of eye washes bottles filled with distilled water or suitable liquid clearly indicated by a distinctive sign which shall be visible at all times.
(xiv)	4 per cent Xylocaine eye drops, and boric acid eye drops and soda by carbonate eye drops.
(xv)	1 (60ml) bottle containing a two percent alcoholic solution of iodine
(xvi)	One (two hundred ml) bottle of mercurochrome (2 per cent) solution in water.
(xvii)	1 (120ml) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
(xviii)	1 roll of adhesive plaster (6 cmX1 meter)
(xix)	2 rolls of adhesive plaster (2 cmX1 meter)
(xx)	A snake bite lancet.
(xxi)	1 (30 grams) bottle of potassium permanganate crystals.
(xxii)	1 pair scissors
(xxiii)	1 copy of the First-Aid leaflet issued by the Director-General, Factory Advice service and labour Institutes, Government of India.
(xxiv)	a bottle containing 100 tablets (each of 5 grains) of aspirin
(xxv)	Ointment for burns
(xxvi)	A bottle of a suitable surgical anti septic solution.

(2) Adequate arrangement shall be made for immediate recouptment of the equipment when necessary.



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 38 of 43

ANNEXURE 02

HSE AUDIT/INSPECTION CHECKLIST CUM COMPLIANCE REPORT

PROJECT: _____

SUBCONTRACTOR: _____

DATE : _____

OWNER : _____

INSPECTION BY: _____

Note : write 'NA' wherever the items is not applicable

Item	Y e s	N o	Remarks	Action
HOUSEKEEPING				
Waste containers provided and used				
Passageways and walkways clear				
General neatness of working area				
Other				
PERSONNEL PROTECTIVE EQUIPMENTS				
Goggles; shields				
Face protection				
Hearing protection				
Respiratory masks etc.				
Safety belts				
Other				
EXCAVATIONS / OPENINGS				
Openings properly covered or barricaded				
Excavations shored				
Excavations barricaded				
Overnight lighting provided				
Other				
WELDING, CUTTING				
Gas cylinders chained upright				
Cable and hoses not obstructing				
Fire extinguisher (s) accessible				
Others				
SCAFFOLDING				
Fully decked platforms				
Guard and intermediate rails in place				
Toe boards in place				
Adequate shoring				
Adequate access				
Others				
LADDER				
Extension side rails 1 m above				
Top of landing				
Properly secured				



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 39 of 43

Angle + 70° from horizontal				
Other				
HOISTS, CRANES AND DERRICKS				
Condition of cables and sheaf OK				
Condition of slings, chains, hooks OK				
Inspection & maintenance log maintained				
Outriggers used				
Signals observed and understood				
Qualified operators				
Others				
MACHINERY, TOOLS & EQUIPMENT				
Proper instruction				
Safety devices				
Proper cords				
Inspection and maintenance				
Other				
VEHICLE AND TRAFFIC				
Rules and regulations observed				
Inspection and maintenance				
Licensed drivers				
Other				
TEMPORARY FACILITIES				
Emergency instructions posted				
Fire extinguishers provided				
Fire-aid equipment available				
General neatness				
Others				
FIRE PREVENTION				
Personnel instructed				
Fire extinguishers checked				
No smoking in prohibited areas.				
Hydrants				
Clearance				
Others				
ELECTRICAL				
Proper wiring				
ELCB's provided				
Ground fault circuit interrupters				
Protection against damage				
Prevention of tripping hazards				
Other				
HANDLING & STORAGE OF MATERIALS				
Properly stored or stacked				
Passageways clear				
Other				
FLAMMABLE GASES AND LIQUIDS				
Containers clearly identified				
Proper storage				
Fire extinguisher nearby				



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 40 of 43

Other				
WORKING AT HEIGHT				
Safety nets				
Safety belts				
Safety helmets				
Anchoring of safety belt to the life line rope				
ENVIRONMENT				
Lubricant waste/engine oils properly dispose.				
Waste from Canteen, offices, sanitation etc. disposed properly.				
Disposal of surplus earth, stripping materials, expired batteries, oily rags and combustible materials done properly.				
HEALTH CHECKS				
Hygienic conditions at labor camps O.K.				
Availability of first-aid facilities				
Proper sanitation at site, office & labor camps.				
Arrangement of medical facilities.				
Measures for dealing with illness.				
Availability of potable drinking water for workmen & staff.				
Provision of crèches for children.				



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 41 of 43

ANNEXURE 03

REFERENCES

- Contract documents
- Relevant legislations
- HSEMSM
- Relevant Indian standards as listed below (illustrative only):

SL NO	CODE NAME	TITLE
(1)	IS : 818-1888 (Reaffirmed 2003)	Code of Practice for safety and health requirements in Electric and Gas Welding and Cutting operations.
(2)	IS: 1179-1967 (Reaffirmed 2003)	Specification for Equipment for Eye & Face protection during welding.
(3)	IS : 1989 (Part 2):1986 (Reaffirmed 1997)	Specification for Leather Safety Boots & Shoes
(4)	IS:2925 – 1984 (Reaffirmed 2010)	Specification for Industrial Safety Helmets
(5)	IS:3521 : 1999 (Reaffirmed 2002)	Industrial Safety Belts & Harnesses-Specification
(6)	IS:3646(Part II) – 1966 (Reaffirmed 2003)	Code of Practice for Interior Illumination
(7)	IS:3696 (Part I) – 1987 (Reaffirmed 2002)	Safety Code for Scaffolds and Ladders
(8)	IS: 3696(Part 2) : 1991 (Reaffirmed 2002)	Scaffolds and Ladders-Code of Safety
(9)	IS:3786 – 1983 (Reaffirmed 2002)	Method for Computation of Frequency and Severity Rates for Industrial Injuries and Classification of Industrial Incidents
(10)	IS:4770 : 1991 (Reaffirmed 2006)	Rubber Gloves – Electricals purposes-Specification
(11)	IS:4912 : 1978 (Reaffirmed 2002)	Safety Requirements for Floor and Wall Openings, Railings and Toe Boards
(12)	IS: 5983 – 1980 (Reaffirmed 2002)	Specification for Eye-Protectors
(13)	IS:6519 – 1971 (Reaffirmed 1997)	Code of Practice for Selection, Care and Repair of Safety Footwear
(14)	IS:9167:1979	Specification for Ear-Protectors
(15)	IS:6994(Part I)-1973 (Re affirmed 1996)	Specification for Industrial Safety Gloves Leather and Cotton Gloves
(16)	IS:8519 – 1977 (Reaffirmed 1983)	Guide for Selection of Industrial Safety Equipment for Body Protection.
(17)	IS 11006 : 2011	Flash Back(Flame Arrestor) Specification



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

Page: 42 of 43

(18)	IS:8520 – 1977 (Reaffirmed 2002)	Guide for Selection of Industrial Safety Equipment for Eye, Face and Ear Protection.
(19)	IS:9473:2002	Respiratory Protective Devices-Filtering Half Masks to protect against Particles-Specification.
(20)	IS:9944:1992 (Reaffirmed 2003)	Natural and Man-made Fiber Rope Slings-Recommendations on Safe working loads.
(21)	IS:11057 – 1884 (Reaffirmed 2001)	Specification for Industrial Safety Nets
(22)	IS:12254:1993 (Reaffirmed 2002)	Polyvinyl Chloride (PVC) Industrial Boots-Specification
(23)	IS:13367(Part 1):1992 (Reaffirmed 20030	Safe Use of Cranes-Code of Practice
(24)	IS:14166:1994 (Reaffirmed 2002)	Respiratory Protective Devices-Full Face Masks Specification
(25)	IS:14746 : 1999 (Reaffirmed 2003)	Respiratory Protective Devices-Half Masks and Quarter Masks - Specification
(26)	IS : 15397 :2003 (Reaffirmed 2008)	Portable Extinguisher Mechanical Foam Type(Stored Pressure)-Specification
(27)	IS: 19011:2002	Guidelines for Quality and/or Environmental Management Systems Auditing



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

POWER SECTOR

Page: 43 of 43

ANNEXURE 04 : SAFETY FORMATS

&

ANNEXURE 05 : WORK PERMIT FORMATS

**POWER SECTOR****INSPECTION OF FIRST AID BOX**

FORMAT NO: HSEP:14-F01

REV NO.: 00

PAGE NO. 01 OF 02

Name of Site :	
Name of Sub-Contractor :	
Inspected by :	
Date of Inspection :	

Number of employees on the site: - _____

Sl.No.	Item	No. Available	Remarks
1	No. of small sterilized dressings		
2	No of medium sized sterilized dressings		
3	No of large sized sterilized dressings.		
4	No of large sized sterilized burn dressings		
5	No of (15 grams) packets sterilized cotton wool		
6	No of pieces of sterilized eye pads in separate sealed packets.		
7	No of roller bandages 10 cm wide.		
8	No of roller bandages 5 cm wide.		
9	Whether tourniquet available		
10	Whether supply of Suitable splints available.		
11	No of packets of safety pins.		
12	Whether kidney tray available		
13	Whether sufficient number of eye wash bottles, filled with distilled water or suitable liquid, clearly indicated by a distinctive sign which shall be visible at all times, available.		
14	Whether 4%-xylocaine eye drops, and boric acid eye drops and soda by carbonate eye drops available.		
15	Whether (60ml) bottle containing a two percent alcoholic solution of iodine available		
16	Whether (two hundred ml) bottle of mercurochrome (2 per cent) solution in water available.		

**POWER SECTOR****INSPECTION OF FIRST AID BOX**

FORMAT NO: HSEP:14-F01

REV NO.: 00

PAGE NO. 02 OF 02

Sl.No.	Item	No. Available	Remarks
17	Whether 120ml bottle containing Sal volatile having the dose and mode of administration indicated on the label, available.		
18	Whether roll of adhesive plaster (6 cmX1 meter) available		
19	No of rolls of adhesive plaster (2 cmX1 meter)		
20	Whether snake bite lancet available.		
21	Whether (30 grams) bottle of potassium permanganate crystals available.		
22	Whether a pair scissors available		
23	Whether copy of the First-Aid leaflet issued by the Director-General, Factory Advice service and labour Institutes, Government of India available.		
24	Whether bottle containing 100 tablets (each of 5 grains) of aspirin available		
25	Whether Ointment for burns available		
26	Whether bottle of a suitable surgical anti-septic solution available		

Signature of Subcontractor's Site I/C:

**POWER SECTOR****HEALTH CHECK UP**

FORMAT NO: HSEP:14-F02

REV NO.: 00

PAGE NO. 1 OF 02

Name of Site :	
Name of Sub-Contractor :	
Name of Employee :	

NAME:

History Of Past Illness	H/O Epilepsy	
	H/O Drug Allergy	
	H/O Diabetics/ Hypertension	
	H/O Unconsciousness	
Personal History		
EXAMINATION	OBSERVATION	
<u>General Physical Examination</u>		
Height	:	
Weight	:	
BMI	:	
Built And nourishment	:	
Pallor	:	
Temperature	:	
Chest Expansion	: Inspiration	Expansion
Lymph Node Enlargement	:	
<u>Ear, Nose, Throat</u>		
Ear	:	
Nose	:	
Throat	:	

**POWER SECTOR****HEALTH CHECK UP**

FORMAT NO: HSEP:14-F02

REV NO.: 00

PAGE NO. 2 OF 02

EXAMINATION	OBSERVATION	
<u>Cardiovascular System Examination :</u>		
Inspection	:	
Palpation	: Pulse	BP
Auscultation (Heart Sounds)	:	
<u>Respiratory System</u> :		
Inspection	: Respiratory Rate	
Palpation:	:	
Percussion	:	
Auscultation (Breath Sounds)	:	
<u>Examination of Abdomen</u> :		
Inspection	:	
Palpation	:	
Auscultation (Bowel Sounds)	:	
Any Other	:	
<u>Clinical Impression</u>		

Signature of the examining doctor



POWER SECTOR

HSE INDUCTION TRAINING

FORMAT NO: HSEP:14-F03

REV NO.: 00

PAGE NO. 01 OF 01

Name of Site :	
Name of Sub-Contractor :	
Date :	
Name of Training Co-ordinator	

Signature of Training co-ordinator :



POWER SECTOR

TOOL-BOX TALK

FORMAT NO: HSEP:14-F04

REV NO.: 00

PAGE NO. 01 OF 01

Name of Site :	
Sub-Contractors Name :	
Date :	

Signature of Site I/C of Subcontractor :

**POWER SECTOR****PERSONAL PROTECTIVE EQUIPMENTS**

FORMAT NO: HSEP:14-F06

REV NO.: 00

PAGE NO. 01 OF 01

Name of Site :	
Name of Sub-Contractor :	
Inspected by :	
Date of Inspection :	

Item	Issued this Month	Nos. Issued up to the Month	Percentage of usage at site
Safety Helmet			
Safety Shoes			
Full Body Harness			
Fall Arrestor			
Safety Nets			
Other PPEs.			

Signature of Site I/C of Subcontractor :

**POWER SECTOR****INSPECTION OF T&Ps**

FORMAT NO: HSEP:14-F07

REV NO.: 00

PAGE NO. 01 OF 01

Name of Site :	
Name of Sub-Contractor :	
Date of Inspection :	

Sl.No.	Description	Remarks
1.0	Name of equipment	
2.0	Basic Information of equipment	
2.1	Specification	
2.2	Sr. No. of equipment	
2.3	Make	
2.4	Year of manufacture	
3.0	Major repairs / overhauls(Furnish details of work carried out)	Date(s) of major repair/overhaul
3.1		
3.2		
3.3	Repairs carried out at site	
4.0	Any performance test conducted	Yes/No
5.0	Document Submitted	Yes/No
6.0	Manufacturer's test / guarantee certificate	Available/ Not available
7.0	Performance test	Done/ Not Done
8.0	Acceptance Norms	
9.0	Committee Observations	
10.0	Date of next review (if accepted)	
Signature-Site Safety Officer (BHEL)		Signature-Subcontractor/ Subcontractor's Safety Officer

**POWER SECTOR****STATUS OF T&Ps**

FORMAT NO: HSEP:14-F08

REV NO.: 00

PAGE NO. 01 OF 01

Name of Site	
Name of Sub-Contractor	
Date of Inspection	

Item	Nos. Deployed	Identification No.	Nos. Tested by competent person	Validity of Test Certificate
Winches				
Chain Blocks				
Wire Rope				
Slings				
Man Cages				
D-Shackles				
Air Compressors				
Crawler Cranes				
Mobile Cranes				
Hydra Cranes				
Others				

Signature of Site I/C of subcontractor:

**POWER SECTOR****INSPECTION OF CRANES AND WINCHES**

FORMAT NO: HSEP:14-F09

REV NO.: 00

PAGE NO. 01 OF 03

Name of Site :	
Name of Sub-Contractor :	
Inspected by :	
Date of Inspection:	

Crane Reg. No (Make/Model) _____

Name of Driver/Operator _____

Sl.no.	Description	Observation	Measures
1	Valid Driving license		
2	Hook & Hook Latch		
3	Over Hoist limit switch		
4	Boom limit switch		
5	Boom Angle Indicator		
6	Boom limit cutoff switch		
7	Condition of Boom		
8	Condition of ropes		
9	Number of load lines		
10	Size and condition of the slings		
11	Stability of the cranes		
12	Soil Condition		
13	Swing Break And Lock		
14	Proper Break And Lock		
15	Hoist Break And Lock		
16	Boom Break And Lock		
17	Main Clutch		
18	Leakage in Hydraulic Cylinders		
19	Out riggers fully extendable		
20	Tyre pressure		
21	Condition of Battery And Lamps		

**POWER SECTOR****INSPECTION OF CRANES AND WINCHES**

FORMAT NO: HSEP:14-F09

REV NO.: 00

PAGE NO. 2 OF 03

Sl.no.	Description	Observation	Measures
22	Guards of moving and rotating parts		
23	Load chart provided		
24	Number and position of pedant ropes		
25	Reverse Horn		
26	Load Test Details		
27	Operator's fitness		
28	Pollution under control certificate		
29	Fire extinguisher of appropriate type.		
30	Training of the operator		

WINCH

Sl. No.	Description	YES	NO	NA	Remarks
1	Has the copy of Third Party Inspection certificate been provided in winch machine shed?				
2	Is winch machine operator experienced enough to operate the winch machine?				
3	Is the winch machine operated by someone other than the winch machine operator?				
4	Is there guard provided in all moving parts like wheel and motor's shaft?				
5	Will it protect against unforeseen operational contingencies?				
6	Are brakes, clutch and locking arrangement working properly?				
7	Has it been ensured that the guard does not constitute a hazard by itself?				
8	Are the cranks and the connecting rods protected by guardrails?				
9	Is there provision for fully covered shed with wooden plank roof?				

**POWER SECTOR****INSPECTION OF CRANES AND WINCHES**

FORMAT NO: HSEP:14-F09

REV NO.: 00

PAGE NO. 3 OF 03

Sl. No.	Description	YES	NO	NA	Remarks
10	Is wire rope free from any kind of damage or wear and tear?				
11	Is split pin provided for the protection of clutch and brake locking arrangement?				
12	Is pulley inspected by competent person and certified before use?				
13	Is pulley free from any wear and tear visually?				
14	Is winch rope barricaded with clipsheet for the protection of rope and person?				
15	Is the wire rope lubricated by cardium oil?				
16	Is there any friction in wire rope which may damage the wire rope rather than the rolling parts?				
17	Is there any oil leakage in the hydraulic system of the winch machine?				
18	Has it been ensured that the guard will not cause discomfort or inconvenience to operator?				
	Total Number of NO:				
	Total Number of NA:				
	% Compliance :				

Signature of Site I/C of subcontractor :

**POWER SECTOR****INSPECTION OF HEIGHT WORKING**

FORMAT NO: HSEP:14-F10

REV NO.: 00

PAGE NO. 01 OF 02

Name of Site :	
Name of Sub-Contractor :	
Inspected by :	
Date of Inspection:	

Sl. No.	Descriptions	Observation (Yes/No)	Remarks
1	All the workers have been explained safe work method?		
2	An established communication system has been established and explained to the workers.		
3	Adequate illumination has been ensured.		
4	Work area inspected prior to the start of the work.		
5	Area below the work place barricaded, particularly below hot work.		
6	Workers provided with bags /box to carry bolts, nuts and hand tools		
7	Arrangement for fastening hand tools made.		
8	All work platforms ensured to be of adequate strength and ergonomically suitable.		
9	Fabricated makeshift arrangements are checked for quality and type of material welding, anchoring etc.		
10.	Work at more than one elevation at the same segment is restricted.		
ACCESS/EGRESS			
1	Walkways provided with handrail, mid-rail and toe guard?		
2	All checkered plates, gratings properly welded/ bolted?		
3	Are ladders inspected and they are in good condition?		
4	Are ladders spliced?		
5	Are ladders properly secured to prevent slipping, sliding or falling?		
6	Do side rails extend 36" above top landing?		
7	Are built up ladders constructed of sound materials?		

**POWER SECTOR****INSPECTION OF HEIGHT WORKING**

FORMAT NO: HSEP:14-F10

REV NO.: 00

PAGE NO. 02 OF 02

Sl. No.	Descriptions	Observation (Yes/No)	Remarks
8	Are rugs and cleats not over 12" on center?		
9	Metal ladders not used around electrical hazards.		
10	Proper maintenance and storage.		
11	Ladders placed at right slope.		
12	Ladders / staircases welded/ bolted properly.		
13	Any obstruction in the stairs.		
14	Are landing provided with handrails, knee rails, toe boards etc.?		
15	Whether ramp is provided with proper slope.		
16	Proper hand rails / guards provided in ramps.		
	Housekeeping		
1	Walkways, aisles & all overhead workplaces cleared of loose material.		
2	Flammable materials, if any, are cleared.		
3	All the de shuttering materials are removed after de shuttering is done.		
4	Platforms and walkways free from oil/grease or other slippery material.		
5	Collected scrap are brought down or lowered down and not dropped from height.		
	PPE And Safety Devices		
1	Use of safety helmet, safety belts ensured for all workers		
2	Anchoring points provided at all places of work.		
3	Common lifeline provided wherever linear movement at height is required.		
4	Safety nets are use wherever required.		
5	Proper fall arrest system is deployed at critical workplaces.		
6	Crawler boards/Safety system or works on fragile roof are used.		

Signature of Site I/C of subcontractor :

**POWER SECTOR****INSPECTION OF WELDING AND GAS
CUTTING**

FORMAT NO: HSEP:14-F11
REV NO.: 00
PAGE NO. 1 OF 02

Name of Site	
Name of Sub-Contractor	
Inspected by	
Date of Inspection	

Welding		Y	N	Remarks
Sl.no.	Description	e	s	
1	Is electric connection given through 30 mA ELCB/RCCB to welding m/c?			
2	Is electric cable fitted properly in junction box on m/c?			
3	Is electrical cable free from joints?			
4	Are the joints attached firmly & insulated with tape?			
5	Is double earthing given to body of m/c?			
6	Is the physical condition of the m/c good?			
7	Is ON/OFF switch connected to the m/c is working and in good condition?			
8	Are indication lamps on m/c working?			
9	Is the electrode holder in good condition?			
10	Are the cables of the welding m/c lugged & tight properly?			
11	Are return lead connected properly (Rod, Angle, Channels shall not be used)			
	Total No of NO			
	Total No of YES			

**POWER SECTOR****INSPECTION OF WELDING AND GAS
CUTTING**

FORMAT NO: HSEP:14-F11

REV NO.: 00

PAGE NO. 2 OF 02

Gas Cutting				
Sl. no	Description	Yes	No	Remarks
1	Are Cylinders kept on trolleys?			
2	Physical condition of Gas cylinders Good?			
3	Is there Oil/Grease on valve of the cylinder?			
4	Are pressure regulators in good condition?			
5	Condition of hose pipe OK?			
6	Are hose pipe clamped with hose clip?			
7	Is flash back arrestor & NRV fitted on torch both for O2 and LPG cylinder?			
8	Is nozzle of the torch cleaned?			
	Total Number of NO			
	Total No of YES			
	% Compliance			

Signature of Site I/C of subcontractor :

**POWER SECTOR****INSPECTION OF ELECTRICAL INSTALLATION**

FORMAT NO: HSEP:14-F12

REV NO.: 00

PAGE NO. 01 OF 02

Name of Site	
Name of Sub-Contractor	
Inspected by	
Date of Inspection:	

Sr. No.	Contents	Yes/No	Remarks
A	Cable		
1.	Whether the condition of cable is checked?		
2.	Are cables received from other sites checked for insulation resistance before putting them into use?		
3.	Are all main cables taken either underground / overhead?		
4.	Are welding cables routed properly above the ground?		
5.	Are welding and electrical cables overlapping?		
6.	Is any improper joining of cables/wires prevailing at site?		
B	DBs/SDBs		
1.	Is earth conductor continued up to DB / SDB?		
2.	Whether DBs and extension boards are protected from rain / water?		
3.	Is there any overloading of DBs / SDBs?		
4.	Are correct / proper fuses & CBs provided at main boards and sub-boards?		
5.	Is energized wiring in junction boxes, CB panels & similar places covered all times?		
C	ELCB		
1.	Whether the connections are routed through ELCB?		
2.	Is ELCB sensitivity maintained at 30 mA?		

**POWER SECTOR****INSPECTION OF ELECTRICAL INSTALLATION**

FORMAT NO: HSEP:14-F12

REV NO.: 00

PAGE NO. 02 OF 02

Sr. No.	Contents	Yes/No	Remarks
3.	Are the ELCB numbered and tested periodically & test results recorded in a logbook countersigned by a competent person?		
D	Grounding		
1.	Is natural earthing ensured at the source of power (main DB at Generator or Transformer)?		
2.	Whether the continuity and tightness of the earth conductor are checked?		
3.	Mention the gauge of the earth conductor used at the site.		
4.	Mention the value of Earth Resistance.		
E	Electrically operated Machines or Accessories.		
1.	Whether the plug top is provided everywhere.		
2.	Are all metal parts of electrical equipment and light fittings / accessories grounded?		
3.	Is there any shed or cover for welding machines?		
4.	Are halogen lamps fixed at proper places?		
5.	Are portable power tools maintained as per norms?		
6.	Any other information:		

Signature of Site I/C of subcontractor :

**POWER SECTOR****INSPECTION OF ELEVATOR**

FORMAT NO: HSEP:14-F13

REV NO.: 00

PAGE NO. 01 OF 01

Name of Site	
Name of Sub-Contractor	
Inspected by	
Date of Inspection	

Sr. No.	Description	Remarks
1.0	Name of equipment	
2.0	Basic Information of equipment	
2.1	Specification	
2.2	Sr. No. of equipment	
2.3	Make	
2.4	Year of manufacture	
3.0	Major repairs/overhauls(Furnish details of work carried out)	Date(s) of major repair/overhaul
3.1		
3.2		
3.3	Repairs carried out at site	
4.0	Any performance test conducted	Yes/No
5.0	Document Submitted	Yes/No
6.0	Manufacturer's test / guarantee certificate	Available/ Not available
7.0	Performance test	Done/ Not Done
8.0	Acceptance Norms	
9.0	Committee Observations	
10.0	Date of next review (if accepted)	

Signature-Subcontractor/ Subcontractor's
Safety Officer

Signature-Site Safety Officer (BHEL)



POWER SECTOR
Inspection of Excavation

FORMAT NO: HSEP:14-F13E
REV NO.: 00
PAGE NO. 01 OF 01

Name of Site :	
Name of Sub-Contractor :	
Inspected by :	
Date of Inspection :	

Sl.no.	Description	Yes	No	Remarks
1	Precautions taken for Underground Electrical Cable			
2	Precautions taken for Under / Above ground sewer/ Drinking Water Line			
3	Precautions taken for Underground Telecommunication Line			
4	Precautions taken for Underground Product/Utility Line			
5	Precautions taken for Underground Fire Water Line			
6	Shoring / Shuttering / Sheet piling done to prevent collapse of excavation walls. Strength of Excavation wall ensured at all times			
7	Slope Cutting / Angle Maintained			
8	Hard Barricading & Edge Protection provided			
9	Separate Safe Access for Man and Vehicle			
10	Lighting arrangement			
11	Banksman Provided			
12	Required basic PPEs provided			
13	Excavated soil / Construction Material / equipment kept away from the edge.			
14	First aid in attendance.			
15	Other:			
	Total No of YES			

Signature-Subcontractor/ Subcontractor's Safety Officer

Signature-Site Safety Officer (BHEL)

**POWER SECTOR****HSE PENALTY**

FORMAT NO: HSEP:14-F14

REV NO.: 00

PAGE NO. 1 OF 02

Sub: MEMO for Penalty for non-compliances in Safety

Following lapse (tick marked) was observed and penalty is imposed as stated at the bottom of this memo. It is requested that such occurrences be please avoided in future.

Safety Area

SN	Violation of Safety Norms	Fine (in Rs)
01.	Not Wearing Safety Helmet	200/- *
02.	Not wearing Safety Belt or not anchoring life line	500/- *
03.	Not wearing safety shoe	200/- *
04.	Not keeping gas cylinders vertically	200/-
05.	Not using flash back arrestors	100/-
06.	Not wearing gloves	50/- *
07.	Grinding Without Goggles	50/- *
08.	Not using 24 V Supply For Internal Work	500/-
09.	Electrical Plugs Not used for hand Machine	100/-
10.	Not Slinging properly	200/-
11.	Using Damaged Sling	200/-
12.	Lifting Cylinders Without Cage	500/-
13.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.	200/-
14.	Not Removing Small Scrap From Platforms	500/-
15.	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting	500/-
16.	Not Maintaining Electric Winches Which are Operated Dangerously	500/-
17.	Improper Earthing Of Electrical T&P	500/-
18.	No or improper barricading	500/-
19.	Activity carried out without Safety work permit (Height work, Lifting activity, Hot work-each person/case)	1000/-
20.	Incident Resulting in Partial Loss in Earning Capacity	25,000/- per victim
21.	Fatal Incident Resulting in total loss in Earning Capacity	1,00,000/- per victim for first instance #

Legend: -

*: per head. For repeated violation by the same person, the penalty would be double of the previous penalty. Date of "Repeated violation" will be counted from subsequent days.

#: or as deducted by customer, whichever is higher. For repeated fatal incident in the same Unit incremental penalty to be imposed. The subcontractor will pay 2 times the penalty compared to previously paid in case there are repeated cases of fatal incidents under the same subcontractor for the same package in the same unit.

**POWER SECTOR****HSE PENALTY**

FORMAT NO: HSEP:14-F14

REV NO.: 00

PAGE NO. 2 OF 02

Details (if any) related to non- compliance (Name of persons, Nature of deficiency, etc.)

Penalty imposed:

1, Rate as per above chart _____

2. No. of Persons/ machine/ event/ labour _____

3. Total Penalty= 1. X 2. = _____

Signature:

Witnessed by: (Sub- Contractor representative) (BHEL Personnel)

Name_____

Name_____

Distribution: 1 Copy: to Sub- contractor,
1 Copy to Site Construction Manager (BHEL)

**POWER SECTOR- HQ****Incident Report**

(To be submitted within 24 hours of time of incident)

FORMAT NO: HSEP:14-F15

REV NO.: 00

PAGE NO. 01 OF 01

Type of incident: Fatal/Major/ Minor/Fire/Property Damage/Near-miss

1	NAME OF SITE		3	ACTIVITY AREA		
2	SCOPE OF WORK		4	NAME OF CONTRACTOR		
			5	NAME & DESIGNATION OF BHEL ACTIVITY I/C		
6	DATE & TIME OF ACCIDENT		7	DATE RESUMED		
8	NO. OF WORK-DAYS LOST BY VICTIM (If duty not resumed, give estimated figure)					
9	NO. OF MANHOURS LOST BY OTHERS					
10	PERSONAL DETAILS OF INJURED AND / OR DETAILS OF MATERIALS / EQUIPMENT / PROPERTY DAMAGED					
NAME		NAME OF MATERIAL / EQUIPMENT / PROPERTY				
PERIOD OF EMPLOYMENT						
AGE	YRS	SEX	MALE/ FEMALE	ESTIMATED COST	ACTUAL COST	
MARITAL STATUS		SINGLE / MARRIED				
OCCUPATION					NATURE OF DAMAGE	
PART OF BODY INJURED						
NATURE OF INJURY						
AGENCY (OBJECT / EQUIPMENT / SUBSTANCE) MOST RESPONSIBLE FOR CAUSING ACCIDENT / INJURY / DAMAGE						
12	PERSON (NAME & DESIGNATION) WITH MOST CONTROL OVER AGENCY (OBJECT / EQUIPMENT / SUBSTANCE) CAUSING ACCIDENT INJURY / DAMAGE					
13	DESCRIBE CLEARLY HOW THE ACCIDENT OCCURRED (USE ADDITIONAL SHEET, IF REQUIRED					
ANALYSIS						
14	WHAT ACTS AND / OR CONDITIONS CONTRIBUTED MOST DIRECTLY TO THIS ACCIDENT					
15	WHAT ARE THE BASIC REASON FOR THE EXISTENCE OF THESE ACTS AND / OR CONDITION ?					
16	WHAT CORRECTIVE ACTIONS HAVE BEEN TAKEN TO PREVENT ACCIDENT RECURRENCE ?					
	DATE :			SIGNATURE OF SITE HSE COORDINATOR		
17	COMMENTS OF HEAD / SOX					
	DATE:			SIGNATURE OF HEAD/SOX		



POWER SECTOR

Format for Monthly HSE Planning & Review

FORMAT NO: HSEP:14-F30

REV NO.: 00

PAGE NO. 01 OF 3

Note: This is a template and can be modified in consultation with BHEL

Name of the Site		Name of the Subcontractor	
Scope of Work		Date	
PART- A: PLAN OF HSE ACTIVITIES FOR THE MONTH OF.....		PART-B: REVIEW ON	
SN.	Description of HSE Activity & Formats	Plan & Targets for the month	Review
1	Availability of First Aid Box at Required Places and Inspection thereof as per Format: Fo1	Areas 1.	
2	Health check-up as per Format: Fo2	Health check-up for Nos 1. New inductees 2. Drivers & Operators 3. Workers in following high risk areas: a. ...	
3	Induction training of newly joined workers as per Format: Fo3	Minimum No. of workers:	
4	Toolbox talks (TBT) conducted before start of work as per Format: Fo4	Locations of TBTs & No. of workers 1. ...	
5	PPE usage and issue as per Format: Fo6		
6	Inspection of T&Ps as per Format: Fo7	List of T&Ps to be inspected 1.	
7	Identification & Inspection Status of T&Ps as per Format: Fo8		
8	Inspection of Cranes & Winches as per Format: Fo9	List of Cranes & Winches & Nos. 1. ...	
9	Inspection of Height Working as per Format: Fo10	Areas: 1. ...	
10	Inspection of Welding & Gas Cutting operations as per Format: Fo11	Areas: 1. ...	
11	Inspection of Electrical Installations as per Format: Fo12	Locations: 1. ...	
12	Inspection of Elevators (as applicable) as per Format: Fo13	Locations: 1. ...	
13	Inspection of Excavation as per Format: Fo13E	Locations: 1. ...	



POWER SECTOR

Format for Monthly HSE Planning & Review

FORMAT NO: HSEP:14-F30
REV NO.: 00
PAGE NO. 02 OF 3

SN.	Description of HSE Activity & Formats	Plan & Targets for the month	Review
14	Job Safety Analysis as per Format F32B	Activities: 1. ...	
15	Regular Job Specific Training (Re-training) for workers involved in hazardous activities	Topics/ Hazards & No. of workers 1. ...	
16	Mass housekeeping (HK) drive in work areas	Areas 1. ...	
17	Vertigo Test of Height workers	Minimum No. of workers:	
18	Deployment of qualified HSE Officers as per contract	Location(s) & Nos. 1. ...	
19	Deployment of qualified HSE Stewards as per contract	Location(s) & Nos. 1. ...	
20	Deployment of Safety tools & Equipment (Safety Nets, Lifelines, Fall arrestors, Man-cages, flashback arrestors, scaffolding etc.)	Tool/ Equipment & Location 1. ...	
21	Safety Walks by site in charge of agency (4 -Weekly once)	Dates:	
22	Safety walks by departmental head (8-Weekly twice)	Dates:	
23	Availability/ deployment of Safety posters/ placards/ signage at strategic locations	Locations: Nos. 1. ...	
24	Provision of clean drinking water sources for workers	Locations: Nos. 1. ...	
25	Provision of toilets for workers (separate for male & female workers)	Locations: Nos. 1. ...	
26	Rest sheds for workers during lunchtime, rain, dust storm etc.	Locations: Nos. 1. ...	
27	Availability of following in Labor colony	<ol style="list-style-type: none">1. Clean drinking water2. Toilets3. Cleanliness & Hygiene4. Grass cutting,5. Fogging6. Electrical Inspection ...	



POWER SECTOR

Format for Monthly HSE Planning & Review

FORMAT NO: HSEP:14-F30

REV NO.: 00

PAGE NO. 03 OF 3

SN.	Description of HSE Activity & Formats	Plan & Targets for the month	Review
28	Availability of dust/ waste bins at various locations	Locations: 1. ...	
29	Availability of Ambulance (individual/ joint) in each shift	Ambulance No.	
30	Availability of emergency vehicle in each shift	Emergency vehicle	
31	Deployment/ Availability of tested Fire Extinguishers	Locations & Nos. 1. ...	
32	Tree plantation	Locations & Nos. 1. ...	
33	Waste disposal & Scrap Bins	Locations 1. ...	
34	Illumination checks	Locations 1. ...	
35	Safety award function: 1. Display of good practices Award presentation	Minimum 1 per month	
36	Submission of Daily Reports as per Format No.F31A	Daily Reports (Night & Day Shifts)	

<u>PLAN</u>		<u>REVIEW</u>	
<u>Agency</u> Name: Sign: Date:	<u>BHEL</u> Name: Sign: Date:	<u>Agency</u> Name: Sign: Date:	<u>BHEL</u> Name: Sign: Date:



POWER SECTOR

Format for Daily HSE Reporting

FORMAT NO: HSEP:14-F31 A
REV NO.: 00
PAGE NO. 01 OF 1

Note: Following format to be submitted (preferably) in excel/ soft copy by subcontractor daily at the end of each shift. Any photographs/ records to be attached

**POWER SECTOR****Job Safety Analysis Format**

FORMAT NO: HSEP:14-F32B
REV NO.: 00
PAGE NO. 01 OF 1

Name of the Site**Name of the Subcontractor****Activity, Area**

HAZARDS				PRECAUTIONS	
(Name)	Submitted By (Agency HSE)		Reviewed By (BHEL Execution)		Approved By (BHEL HSE)
(Sign)					
(Date)					



SL	Parameter for Measurement	M/ O	Wt	Supporting Documents
1a	Induction training for new workers conducted through audio-visual medium & documented ?	M	1	Induction Training Records
1b	Tool box talk conducted regularly as per plan, and documented?	M	1	Toolbox Talk Records
1c	Contractor in charge and safety in charge attended safety meetings?	M	2	Minutes of Meeting
1d	Whether observations in safety meetings are complied before next meeting?	M	2	-do-
1e	Preparation and submission of Monthly HSE report within stipulated time	M	1	Report submission date
1f	Preparation and submission of Incident/near-miss report and RCA Report (as applicable) within stipulated time	M	1	Incident/ Near Miss Records
1g	Carrying out Inspections and submission of Inspection reports within stipulated time	M	1	Inspection Records
1h	Regular Job Specific Training ensured for High Risk Workers (through audio-visual medium) as per plan	M	1	Training & Attendance Records
2a	Whether the contractor is registered under BOCW	M	2	BOCW Registration Certificate
2b	Availability of Qualified safety officer (1 for every 500 labour)	M	2	Safety Officer qualification & experience records
2c	Availability of Qualified safety supervisor (1 for every 100 labour)	M	2	Safety Officer qualification & experience records
2d	All the workers are provided and using safety helmets and safety shoes/gum boots	M	2	PPE Issue Records, Inspection/ non-conformity records
2e	Housekeeping done on regular basis and scrap removal at site	M	1	Housekeeping records, Inspection/ non-conformity records
2f	Usage of Goggles/Face shields and Hand gloves for gas cutter and grinders		1	PPE Issue Records, Inspection/ non-conformity records
2g	Wall openings & floor openings are guarded?		1	Inspection/ non-conformity records
2h	Adequate illumination provided in all working area?		1	Inspection/ non-conformity records
2i	Safety posters, sign boards and emergency contact numbers in all prominent location are displayed?		1	Inspection/ non-conformity records
2j	Availability of automatic reverse horns, Main horn, hook latches for Vehicles, mobile cranes, Hydras		1	Inspection/ non-conformity records
2k	Ban of carrying mobile phones to work place is implemented for workers		1	Inspection/ non-conformity records
2l	Availability of Tags & Inspection Certificates for Cranes of all capacities		1	Master T&P List with internal & external test details
2l.2	Availability of Tags & Inspection Certificates for Winches of all capacities		1	Master T&P List with internal & external test details
2l.3	Availability of Tags & Inspection Certificates, color coding for Chain pulley blocks		1	Master T&P List with internal & external test details
2l.4	Availability of Tags & Inspection Certificates for Vehicles - Trailers, Dozers, Dumpers, Excavators. Mixers etc.		1	Master T&P List with internal & external test details
2l.5	Availability of Tags & Inspection Certificates for Welding machines, grinders, Drilling machines, etc.		1	Master T&P List with internal & external test details
2l.6	Availability of Tags & Inspection Certificates, colour coding for Wire rope slings etc.		1	Master T&P List with internal & external test details
2l.7	Availability of Tags & Inspection Certificates for Batching plants		1	Master T&P List with internal & external test details



Checklist for Evaluation of HSE Performance

SL	Parameter for Measurement	M/ O	Wt	Supporting Documents
2m.1	Use of Lifting Permit as per requirement		1	Permit Records
2m.2	Use of Height Permit as per requirement		1	Permit Records
2m.3	Use of Hot Work Permit as per requirement		1	Permit Records
2m.4	Use of Excavation permit as per requirement		1	Permit Records
2m.5	Use of Confined space work permit as per requirement		1	Permit Records
2m.6	Use of Grating removal and safety net removal permit as per requirement		1	Permit Records
2m.7	Use of Lockout-Tag out permit as per requirement		1	Permit Records
2m.8	Use of Radiography permit as per requirement		1	Permit Records
2m.9	Use of Night/ Holiday Work Permit as per requirement		1	Permit Records
2m.10	Use of Any other Applicable Permit as per requirement		1	Permit Records
3a	Material safety data sheet(MSDS) available for all chemicals and displayed in usage and storage area?		1	Inspection/ non-conformity records
3b	Spillages of oil/concrete and other chemical is controlled and cleaned by proper method in case of spill?		1	Inspection/ non-conformity records
3c	Availability of adequate number of urinals in workplace and in elevations and maintained	M	1	
3d	Availability of rest rooms for workers at site	M	1	
3e	Availability of Drinking water facility at work spot		1	
3f	Hygienic Labour colony is provided for workers.		1	
4a	Is heavy/complex critical lifting permit obtained for heavy, complex materials before handling/erection activity?		1	Work Permit records
4b	Whether area below lifting activities barricaded		1	Inspection/ non-conformity records
4c	Availability of experienced rigging foreman		1	Experience details of rigging foreman
4d	Is agency is following proper storage and handling procedure as per manufacturer standard for all hazardous material?		1	Procedure for storage & handling
4e	Are oxygen and acetylene cylinders are transported to work place from storage area in trolleys		1	
5a	Whether all deep excavation has been protected by barrier		1	Inspection/ non-conformity records
5b	Sloping/benching & shoring provided for excavation as per requirement?		1	-do-
5c	Proper access and egress provided for excavations?		1	-do-
5d	Blasting is done in controlled manner?		2	-do-
6a	Whether Electrical booth is equipped with Co ₂ fire extinguishers and fire buckets filled with sand?		2	Inspection/ non-conformity records
6b	Availability of Illumination lamp in electric booth?		1	-do-
6c	whether Caution Boards have been displayed?		1	-do-
6d	Usage of Metal Plug top for all hand power tools ?		1	-do-
6e	Usage of Insulated welding cables.		1	-do-
6f	Electrical Booth/Distribution Board to be covered by proper Canopy.		1	-do-
6g	Availability of functional & individual 30ma ELCB / RCCB and MCB for protection and conducting periodical check-up?		1	-do-
6h	Double earthing for panel boards and all machinery & proper earth pit with regular inspection available?		1	-do-
6i	Whether Electrician is qualified and experienced		1	Qualification & Experience records of electrician
6j	Availability and usage of Rubber hand gloves by electrician?		1	Inspection/ non-conformity records



Checklist for Evaluation of HSE Performance

SL	Parameter for Measurement	M/ O	Wt	Supporting Documents
7a	Whether Scaffolding pipes made with steel or aluminum, are being used and checked periodically by experienced/ certified scaffolder?		2	Inspection/ non-conformity records
7b	8mm Stainless Steel wire rope with plastic cladding is provided for life line (Vertical / Horizontal) during height work?		2	-do-
7c	Availability of emergency lighting in case of power failure		1	-do-
7d	Whether all the openings are covered with Safety Nets made of fire proof Nylon?		1	-do-
7e	Whether MS pipe rails around staircases & platforms in usage are provided with top, middle rails and toe guard ?		1	-do-
7f	Whether Ladder with vertical life line /Fall arrestor is available to climb?		1	-do-
7g	Whether all workers deployed for working at height have been issued height pass after undergoing vertigo test?		1	Height Pass records
7h	Whether all workers deployed for height work / climbing ladder are provided and using Double lanyard safety belt?		1	PPE Issue records, inspection/ non-conformity reports
7i	Is all hand tools/Small material used by height workers is tied firmly to prevent fall?		1	-do-
8a	Flash back arrestors for all gas cutting sets is available on Torch side and cylinder side		1	Inspection/ non-conformity records
8b	Oxygen/Acetylene/LPG cylinders not in use have caps in place and stored separately?		1	-do-
8c	Availability of Face screen, Hand gloves, and Apron, for welders		1	-do-
8d	Protection from falling hot molten metal during metal cutting / welding at height by providing GI sheet below the cutting area especially in fire prone areas		1	-do-
9a	Pre-employment medical check-up done for all workers and submitted?		1	Medical check records
9b	Availability of first aid center, with MBBS doctor(Own or Sharing basis)	M	2	Attendance records
9c	Availability of Ambulance facility 24 hours (Own or sharing basis)	M	2	-do-
9d	Is First aid trained personnel's are available and their names are displayed at site?	M	1	-do-
9e	Availability of Emergency vehicle at site		1	
9f	Periodical medical check-up is conducted for all the workers and submitted?		1	Medical check records
9g	Availability of sufficient number of first aid box as per standard list and maintaining record		1	Inspection records
10a	Availability of Fire extinguishers, buckets at all vulnerable points		2	Fire extinguisher records
10b	Periodic fire mock drill conducted?		1	Fire, Mock drill records
10c	Are all flammable materials are stored separately?		1	
10d	Periodic grass cutting is done in material storage area?		1	
10e	Availability of 24V DC lighting in confined space work area		1	
10f	Availability of exhaust fan in confined space work area		1	

Note:

- **M: Mandatory; O: Optional.** Points other than mandatory can be excluded with appropriate justification (scope etc.) by BHEL
- Additionally: 30 Marks for each Fatal Accident and 10 mark for each major accident shall be deducted.



SAFETY WORK CLEARANCE

Permit no.

Project:

Emergency Contact Nos:

Subcontractor:

BURNING/WELDING /HOT WORK PERMIT

Area : _____ Date: _____ Time: _____

Name of Site Engineer (Permit Requesting Authority): _____ Sign: _____

Name of Work Performing Contractor: _____

Name of Package In charge: _____ Sign: _____ Date: _____

Description of Work: _____

Work Execution Date: _____ Time Valid from: _____ to _____

The above signing person(s) will be responsible to ensure that the above described work will be done under all the safety precautions mentioned on the permit to work.

The following precautions are to be taken:

No.	Item	Yes	Not required
1.	Proper Access/Exit available		
2.	Proper ventilation and /or lighting provided.		
3.	Proper and safe scaffolding, platform, ladder provided.		
4.	Welding machine located in a clean and dry area.		
5.	Welding machine grounded at the equipment and proper leakage current protection device (ELCB) provided for welding machine.		
6.	Emergency STOP buttons are in working condition. Welder /Helper knows how to operate it.		
7.	Welding machine input/output cables, welding holder and weld return clamp (Holder) are insulated and in good condition.		
8.	Welder & Fitter trained to connect ground/work return clamps (Holder) to work place prior to energization of welding machine.		
9.	Gas cylinders are stacked vertically and not below the welding / cutting area. Regulator key is available with cylinder.		
10.	Pressure gauges/Flash back arrestor provided and in working condition.		
11.	Personal Protective equipment Minimum applicable: safety helmet, safety goggles, welding helmet, safety shoes, leather gloves, long sleeve and nose mask -provided		
12.	In case of pits, water removed from the pit and wood/rubber insulation provided.		
13.	Safety signboards are in place.		
14.	Adequate and Suitable nos. of fire fighting extinguisher provided.		
15.	Nearby combustible material removed. Housekeeping done.		
16.	Other		

Name of Contractor Safety Officer: _____ Sign: _____ Date: _____ Time: _____

Reviewed and approved by BHEL Site Engineer (Permit Issuing Authority):

Name: _____ Sign: _____ Date: _____ Time: _____

Name of BHEL Safety Representative: _____ Sign: _____

*I understand the precaution to be taken as described above and as per project requirement and hereby confirm that work will be executed under my supervision by following all precaution and Safety Rules.***Name of Work Performing Authority: _____ Sign: _____ Date: _____ Time: _____****Permit Cancellation:***I hereby declare that the work is complete, all workers under my control have been withdrawn and the site restored to safe tidy condition.*

Name of Work performing Authority: _____ Sign: _____ Date: _____ Time: _____

Name of Site Engr. (Permit Requesting Authority): _____ Sign: _____ Date: _____ Time: _____

Name of BHEL Site Engr. (Permit Issuing Authority): _____ Sign: _____ Date: _____ Time: _____

(This permit is valid only for the date it is issued)

Original at BHEL site

Second Copy – BHEL SAFETY

Third Copy : Contractor



SAFETY WORK CLEARANCE

Permit no.

Project:

Emergency Contact Nos:

Subcontractor:

LIFTING ACTIVITY PERMIT

Area : _____ Date: _____ Time: _____

Name of Site Engineer (Permit Requesting Authority): _____ Sign: Name of Work

Performing Contractor: _____

Name of Package In charge: _____ Sign: _____ Date: _____

Description of Work: _____

Work Execution Date: _____ Time Valid from: _____ to _____

The above signing person(s) will be responsible to ensure that the above described work will be done under all the safety precautions mentioned on the permit to work.

The following precautions are to be taken:

No.	Item	Yes	Not required
1.	Crane used for lifting activity tested, certified and approved for rated lifting		
2.	All lifting tackles, gears/appliances are tested and certified for lifting works.		
3.	Crane operator is trained and competent for lifting operation.		
4.	Lifting sling/ belt is protected against sharp edge of the jobs to be lifted.		
5.	Access and exit marked and without obstruction.		
6.	Lifting arrangement adequate.		
7.	Unwanted rubbish material removed from work platform.		
8.	Minimum 2 guidelines have been provided for balancing and guiding jobs to be lifted.		
9.	Periphery area of crane booms as well as lifting job is barricaded and unauthorized/no-entry sign board posted.		
10.	Rigger and signal man is trained and competent for lifting work.		
11.	No lifting activity to be carried out during lightening, heavy wind/rain.		
12.	If scaffolding to be used during lift, scaffolding with valid tag available for use.		
13.	Double lanyards safety harness/belt checked an in working condition.		
14.	Safety shoes (non-slip), helmet with chin strap available with employees.		
15.	Others.		

Name of Contractor Safety Officer: _____ Sign: _____ Date: _____ Time: _____

Reviewed and approved by BHEL Site Engineer (Permit Issuing Authority):

Name: _____ Sign: _____ Date: _____ Time: _____

Name of BHEL Safety Representative: _____ Sign: _____

*I understand the precaution to be taken as described above and as per project requirement and hereby confirm that work will be executed under my supervision by following all precaution and Safety Rules.***Name of Work Performing Authority:** _____ **Sign:** _____ **Date:** _____ **Time:** _____**Permit Cancellation:***I hereby declare that the work is complete, all workers under my control have been withdrawn and the site restored to safe tidy condition.*

Name of Work performing Authority: _____ Sign: _____ Date: _____ Time: _____

Name of Site Engr. (Permit Requesting Authority): _____ Sign: _____ Date: _____ Time: _____

Name of BHEL Site Engr. (Permit Issuing Authority): _____ Sign: _____ Date: _____ Time: _____

(This permit is valid only for the date it is issued)

Original at BHEL site**Second Copy – BHEL SAFETY****Third Copy : Contractor**



SAFETY WORK CLEARANCE

Permit no.

Project:

Emergency Contact Nos:

Subcontractor:

WORKING AT HEIGHT PERMIT

Area : _____ Date: _____ Time: _____

Name of Site Engineer (Permit Requesting Authority): _____ Sign: Name of Work

Performing Contractor: _____

Name of Package In charge: _____ Sign: _____ Date: _____

Description of Work: _____

Work Execution Date: _____ Time Valid from: _____ to _____

The above signing person(s) will be responsible to ensure that the above described work will be done under all the safety precautions mentioned on the permit to work.

The following precautions are to be taken:

No.	Item	Yes	Not required
1.	All workers on job are medically fit for working at height (Person should not have vertigo)		
2.	Scaffolding with valid tag available for use		
3.	Safety harness with life line support/ fall arrester are checked and in working condition		
4.	Safety shoes (non-slip), Helmet with chin strip available with employees		
5.	Safety nets are provided as per design and provided 25 ft. below working area & extending 8 ft beyond.		
6.	Horizontal life lines are provided to cater to design specification of 2300kg per person.		
7.	Ladders have been inspected and provided as per BHEL standard/contract.		
8.	All lifting / tightening tools, hand tools/equipment checked and in good condition		
9.	Access and exit marked and without obstruction.		
10.	Lighting arrangement adequate.		
11.	Unwanted and rubbish material removed from working platform.		
12.	Electrical cable, welding Hose/Compressed air hose properly secured and lay down without obstruction.		
13.	Signboards provided on working platforms		
14.	Hazards in the vicinity are identified and communicated to the worker.		
15.	Other		

Name of Contractor Safety Officer: _____ Sign: _____ Date: _____ Time: _____

Reviewed and approved by BHEL Site Engineer (Permit Issuing Authority):

Name: _____ Sign: _____ Date: _____ Time: _____

Name of BHEL Safety Representative: _____ Sign: _____

*I understand the precaution to be taken as described above and as per project requirement and hereby confirm that work will be executed under my supervision by following all precaution and Safety Rules.***Name of Work Performing Authority:** _____ Sign: _____ Date: _____ Time: _____**Permit Cancellation:***I hereby declare that the work is complete, all workers under my control have been withdrawn and the site restored to safe tidy condition.*

Name of Work performing Authority: _____ Sign: _____ Date: _____ Time: _____

Name of Site Engr. (Permit Requesting Authority): _____ Sign: _____ Date: _____ Time: _____

Name of BHEL Site Engr. (Permit Issuing Authority): _____ Sign: _____ Date: _____ Time: _____

(This permit is valid only for the date it is issued)

Original at BHEL site**Second Copy – BHEL SAFETY****Third Copy : Contractor**



**HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS**

POWER SECTOR

Doc no.: HSEP: 14

REV: 01

Date: 17.01.2020

REVISION HISTORY SHEET

Date	Revision No.	Details of Changes	Reason	Prepared	Reviewed	Approved
12.08.2014	00	First Issue	First Issue	S. B. Jayant, Dy Manager- FQA & Safety	A. K. Sinha, GM-FQA & Safety	Anuj Bhatnagar, ED-FQA & Safety
17.01.2020	01	Formats added: HSEP:14-F30 – Monthly HSE Planning & Review (Page 11, Clause 8.0 - updated) HSEP:14-F13E-Excavation Inspection Format (part of F30)) HSEP:14-F32B – Job Safety Analysis Format (part of F30) HSEP:14-F31A – Daily HSE Reporting (Page 18, Clause 10.3 – added) HSEP:14-F33 – HSE Performance Evaluation (Page 31, Clause 13 – revised)	IOM No. PSHQHSE/M ONREP/02 Dated 08-Jan- 2020	Rohit Kumar	Santosh Nair, GM (MSX & HSE)	



Regd Office: BHEL House, Siri Fort, New Delhi-110049



BHARAT HEAVY ELECTRICALS LTD.
POWER SECTOR(FINANCE)- HEAD QUARTERS
ASIAD, NEW DELHI

From : Kalyan Coari
AGM-Finance

For : As Per Distribution List

No. PW:FM:FAX:T&P Hire :2019-21
Dated : 31st May, 2019

Subject : Revision of Hire Charges on Issue of Capital Tools & Plants

The rates of hire charges for capital Tools and Plants and Operator's charges circulated vide letter No. PWR:FM:T&P Hire 2017-19 dated 01st June,2017 were valid upto 31.5.2019. The Revised Rates effective from 01.06.2019 are enclosed as detailed below :

- (i) Annexure C1 & T1 : Rates of hire charges applicable to contractors working for BHEL
- (ii) Annexure C2 & T2 : Rates of hire charges applicable to outside agencies other than Contractors working for BHEL.

2. The Crane Operator's charges will be as follows :

- A. If BHEL operator is utilised Rs. 7200/- (Rupees Seven thousand two hundred only) per day of 8 hours. For services less than 4 hours, half of per day rate will be charged. For services for 4 hours or more but up to 8 hours, full day rate will be charged. Overtime Allowance (OTA) will be charged at double the rate on hourly basis.
- B. If vendor sourced operator is provided, the rates shall be the actual cost to BHEL with 30% overheads.

3. The hire charges of Capital Tools & Plants are exclusive of operating expenses e.g. fuel & consumables. All Operating expenses are chargeable to User's account.

4. All other terms and conditions / aspects governing the issue of T&P on Hire "will remain the same as already circulated vide our letter of even number dated 22.1.1992 (copy enclosed).

5. The revised rates will be effective from 01.06.2019 and will remain valid upto 31.5.2021. This will be subject to revision thereafter.

6. For any additional item, the rates of hire charges will be worked out jointly by PS-MSX & Finance (PS-Hqrs) on specific request. All necessary details will be provided by the concerned Region.

(Kalyan Coari) 31/05/19
AGM (Fin)

आरएल० साहा
प्रमाणिक (वित्र)
R.L. SAHA
General Manager (Fin.)

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
पावर सेक्टर/Power Sector



REF: PWR: FAX: HIRE CHARGES
DT: 22.1.92.

SUBJECT: ISSUE OF TOOLS AND PLANTS
TO SUB-CONTRACTORS AND RECOVERY
OF HIRE CHARGES THEREOF - - -

The rates of hire charges for capital tools and plants last circulated vide Sr. Manager/Finance's letter reference PWA:SMQ:FAX:24.02 dated 20.5.88 have been revised. The revised rates have been worked out based upon the recommendations of the study team set up vide office order No. PW:SMQ:FAX:11.36 Pt. 1.10.88. The study team's/committee's recommendations relating to issue of T&P to sub contractors are enclosed. The revised rates of hire charges have been worked out and are enclosed as follows :-

- i) Annexures 1.1, 1.2, 1.3, & 1.4
Rates for hire charges as applicable to contractors working for BHEL.
- ii) Annexures 2.1 & 2.2
Rates of hire charges as applicable to outside agencies other than contractors working for BHEL.
- iii) Annexure - III
Crane operators charges.

The important conditions/aspects governing the issue of T&P on hire are as follows :-

- i) The tender documents shall specify :-
 - a) List of T&P to be provided by BHEL free of hire charges
 - b) List of T&P which may be given on hire, if available at site and the rate of hire charges recoverable for the same. For items and rates specified in the N.I.T. these charges shall not change during the currency of that contract. For items/rates not specified in N.I.T. the current rates shall be charged.
- ii) The rates given in Annexure 1.1, 1.2, & 2.1 are on hourly basis. The unit of recovery is an hour and for fraction of an hour, the chargeable unit will be an hour only. The rates given in Annexure 1.3, 1.4 & 2.2 are on day basis (day means a calendar day) and fraction of a day will be charged as full day/purpose of recovery of hire charges.

...2/-



iii) Operator's charges are on per day basis considering average 8 working hours. For services of less than 4 hours, half the rates will be charged. For services of 4 hours upto 8 hours, full daily rates will be charged. Overtime will be charged at double the rates on hourly basis.

iv) The hire charges are recoverable on the basis of out time and in time i.e. from the time a particular item is issued to the contractor from BHEL's store till the time it is returned. However, the hourly rate is applicable for T&P which cannot be frequently returned due to intermittent use, logging shall be done for actual use and charged accordingly. In case of cranes, marching time for onward and return shall be charged at 50% of the hire charges rates.

where

v) The rates do not include transportation charges from and to BHEL's store. Safe transportation of T&P from and to BHEL's store shall be the contractors responsibility.

vi) Small T&P items i.e. items costing less than Rs. 10,000/- each shall not be issued to contractors on hire charges. Such items may however be issued to contractors on non-returnable basis at replacement cost plus 30% overheads reduced by depreciation as applicable or a certain reserve price whichever is higher.

vii) If a contractor commits certain T&P at the time of award of contract/L.O.I. and fails to actually deploy the same in time at site, then even for contractors working for BHEL, higher rates of hire charges as given in Annex 2.1 & 2.2 shall be applicable for such items.

The revised rates of hire charges and operator's charges as enclosed, together with terms stated above and other aspects/conditions relating to issue of T&P to sub contractors as given in Appendix I shall be effective from 1.2.1992 till 31.10.93 and will be subject to revision thereafter.

...3/-



For any additional item not appearing in the enclosed list, rates of hire charges may be calculated by TS HQ in consultation with PS-HQ (Finance) on receipt of necessary details from regions and communicated to the regions.

This issues ^{with} the approval of competent authority.

(R.L. SAHA)
GENERAL MANAGER (F)
PS-HQ

Encl : As above.

DISTRIBUTION :

ED, PS-NR, New Delhi

ED, PS-WR, NAGPUR

ED, PS-PEM, New Delhi

GM I/C PS-SR Madras

GM PS-ER CALCUTTA

ED/PMG&TS/New Delhi

Advisor (Finance) Corporate Office, N.Delhi.

S. A. to Director (Power).

**REVISED RATES OF T&P HIRE CHARGES FOR CRANES & TRAILERS ETC. FOR
SUB-CONTRACTORS WORKING FOR BHEL FOR DOING BHEL JOBS**

SL NO.	ITEM DESCRIPTION	USEFUL LIFE (IN YRS)	Revised rates (Rs./Hour) valid from 01/06/2019 to 31/5/2021 (WITHIN USEFUL LIFE)	Revised rates (Rs./Hour) valid from 01/06/2019 to 31/5/2021 (BEYOND USEFUL LIFE)
I. CRANES :-				
1	Portal Gantry Crane 500T	15	20100.00	19980.00
2	100MT Crawler Crane ZOOLION CRANE-QUY-100	10	11370.00	11320.00
3	Heavy Lift Crawler Crane 600MT Class DEMAG Model CC2800	15	56290.00	55940.00
4	PORTAL CRANE, 360T	15	14070.00	13980.00
5	600MT Class Crawler Crane- Manitowoc Model 18000-UPGRADED	15	55460.00	55110.00
6	600MT Class Crawler Crane- Liebherr Model LR1600-2 (Upgraded version)	15	68610.00	68180.00
7	CRAWLER CRANE FMC/LINKBELT 718, 250T (WITH RINGER)	15	33510.00	33300.00
8	CRAWLER CRANE FMC/LINKBELT 718, 250T (WITH-OUT RINGER)	15	20940.00	20810.00
9	MANITOWOC M-250T TRUCK CRANE	15	30160.00	29970.00
10	270 MT Class Crawler Crane- Manitowoc Model 2250	15	31660.00	31470.00
11	300MT Crane Crawler Crane LIEBHERR Model LR-1350/1	15	26390.00	26220.00
11.A	300MT Crane Crawler Crane LIEBHERR Model LR-1350/1 (UPGRADED)	15	36110.00	36110.00
12	250MT Class Mid range Crawler Crane- Kobelco Model CKE2500-2	15	15130.00	15030.00
12.A	250MT Class Mid range Crawler Crane- Kobelco Model CKE2500-2 (UPGRADED)	15	18850.00	18850.00
13	LINKBELT LS- 248H CRAWLER CRANE (180T)	15	16750.00	16650.00
14	MANITOWAC MODEL 888 CRAWLER CRANE (200 MT)	15	21780.00	21640.00
15	CRAWLER CRANE SUMITOMO, 150T	15	10890.00	10820.00
16	All Terrain Crane, 150MT- Liebherr Model LTM1150	15	13400.00	13320.00
17	CRAWLER CRANE, 120 T Fushun Model QUY120	10	10830.00	10780.00
18.A	CRAWLER CRANE 135MT Kobelco Model CK1350- 1F	15	10720.00	10650.00
18.B	CRAWLER CRANE 135MT Kobelco Model CK1350	15	8880.00	8820.00
19	CRAWLER CRANE 120MT - Tata-Sumitomo Model SCX1200-2	15	10050.00	9990.00
20	CRAWLER CRANE 100 T (KH 500)	15	10050.00	9990.00
21	Hydraulic Crawler Crane 80MT, Fushun Model QUY 80B	10	5410.00	5390.00
22	ROUGH TERRAIN CRANE 75T (RT880)	12	6140.00	6110.00
23	CRAWLER CRANE, 75T -Tata Model 955ALC/TFC280	12	5370.00	5340.00
24	Mobile Crane, 55MT (TIL)	12	4410.00	4390.00
25	CRAWLER CRANE, 25T -Tata Model TFC75	10	3030.00	3010.00
26	MOBILE CRANE, 20MT (TIL)	10	2270.00	2260.00
27	MOBILE CRANE, 20MT (ESCORTS)	10	2270.00	2260.00
28	MOBILE CRANE ESCORTS- 14MT	10	710.00	710.00
29	HYDRAULIC PICK & CARRY CRANE, 8/9/10/11/12 MT	10	390.00	380.00
30	ELECTRIC GANTRY CRANE 3T	5	430.00	430.00
31	ELECTRIC GANTRY CRANE 5T	5	540.00	540.00
32	ELECTRIC GANTRY CRANE 30T	5	3640.00	3620.00
33	FORK LIFT 5T	5	650.00	650.00
34	FORK LIFT 3T	5	540.00	540.00

**REVISED RATES OF T&P HIRE CHARGES FOR CRANES & TRAILERS ETC. FOR
OUTSIDE AGENCIES**

SL NO.	ITEM DESCRIPTION	USEFUL LIFE (IN YRS)	Revised rates (Rs./Hour) valid from 01/06/2019 to 31/5/2021 (WITHIN USEFUL LIFE)	Revised rates (Rs./Hour) valid from 01/06/2019 to 31/5/2021 (BEYOND USEFUL LIFE)
1.	CRANES :-			
1	Portal Gantry Crane 500T	15	22340.00	22200.00
2	100MT Crawler Crane ZOOLION CRANE-QUY-100	10	12630.00	12570.00
3	Heavy Lift Crawler Crane 600MT Class DEMAG Model CC2800	15	62550.00	62160.00
4	PORTAL CRANE, 360T	15	15630.00	15540.00
5	600MT Class Crawler Crane- Manitowoc Model 18000-UPGRADED	15	61620.00	61240.00
6	600MT Class Crawler Crane- Liebherr Model LR1600-2 (Upgraded version)	15	76230.00	75760.00
7	CRAWLER CRANE FMC/LINKBELT 718, 250T (WITH RINGER)	15	37230.00	37000.00
8	CRAWLER CRANE FMC/LINKBELT 718, 250T (WITH-OUT RINGER)	15	23270.00	23120.00
9	MANITOWOC M-250T TRUCK CRANE	15	33510.00	33300.00
10	270 MT Class Crawler Crane- Manitowoc Model 2250	15	35180.00	34960.00
11	300MT Crane Crawler Crane LIEBHERR Model LR-1350/1	15	29320.00	29130.00
11.A	300MT Crane Crawler Crane LIEBHERR Model LR-1350/1 (UPGRADED)	15	40120.00	40120.00
12	250MT Class Mid range Crawler Crane- Kobelco Model CKE2500-2	15	16810.00	16700.00
12.A	250MT Class Mid range Crawler Crane- Kobelco Model CKE2500-2 (UPGRADED)	15	20950.00	20950.00
13	LINKBELT LS- 248H CRAWLER CRANE (180T)	15	18610.00	18500.00
14	MANITOWAC MODEL 888 CRAWLER CRANE (200 MT)	15	24200.00	24050.00
15	CRAWLER CRANE SUMITOMO, 150T	15	12100.00	12020.00
16	All Terrain Crane, 150MT- Liebherr Model LTM1150	15	14890.00	14800.00
17	CRAWLER CRANE, 120 T Fushun Model QUY120	10	12030.00	11970.00
18.A	CRAWLER CRANE 135MT Kobelco Model CK1350- 1F	15	11910.00	11840.00
18.B	CRAWLER CRANE 135MT Kobelco Model CK1350	15	9860.00	9800.00
19	CRAWLER CRANE 120MT - Tata-Sumitomo Model SCX1200-2	15	11170.00	11100.00
20	CRAWLER CRANE 100 T (KH 500)	15	11170.00	11100.00
21	Hydraulic Crawler Crane 80MT, Fushun Model QUY 80B	10	6010.00	5980.00
22	ROUGH TERRAIN CRANE 75T (RT880)	12	6830.00	6790.00
23	CRAWLER CRANE, 75T -Tata Model 955ALC/TFC280	12	5970.00	5940.00
24	Mobile Crane, 55MT (TIL)	12	4900.00	4880.00
25	CRAWLER CRANE, 25T -Tata Model TFC75	10	3370.00	3350.00
26	MOBILE CRANE, 20MT (TIL)	10	2520.00	2510.00
27	MOBILE CRANE, 20MT (ESCORTS)	10	2520.00	2510.00
28	MOBILE CRANE ESCORTS- 14MT	10	790.00	790.00
29	HYDRAULIC PICK & CARRY CRANE, 8/9/10/11/12 MT	10	430.00	430.00
30	ELECTRIC GANTRY CRANE 3T	5	480.00	480.00
31	ELECTRIC GANTRY CRANE 5T	5	600.00	600.00
32	ELECTRIC GANTRY CRANE 30T	5	4040.00	4030.00
33	FORK LIFT 5T	5	720.00	720.00
34	FORK LIFT 3T	5	600.00	600.00

RATES OF T&P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILERS ETC. FOR
SUB-CONTRACTORS WORKING FOR BHEL FOR DOING BHEL JOBS

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
I.	LIFTING EQUIPMENTS	
1	Strand Jack System for Boiler Drum Lifting	20930
2	MULTI SHEAVE PULLEY BLOCK 40/50T/60T	310
3	MULTI SHEAVE PULLEY BLOCK 100T	630
4	MULTI SHEAVE PULLEY BLOCK 150T	1260
5	ELCTRIC WINCH 5T	1270
6	ELCTRIC WINCH 10T	2360
7	ELECTRIC WINCH 15 T	2150
8	PASSENGER CUM GOODS HOIST 1T	2270
9	FURNACE MAINTENANCE PLATFORM	5040
10	Gang Operated Hydraulic Jack (Set of 4 Jacks - 175 MT each)	2100
II	WELDING & HEAT TREATMENT EQUIPMENT	
1	125KW, 3KHZ, AIR-COOLED INDUCTION HEATING EQUIPMENT	16380
2	75KW, 10 KHZ, COMPACT INDUCTION HEATING EQUIPMENT	8190
3	WELDING GENERATOR 320/300 A	300
4	WELDING RECTIFIER 400A/300A	300
5	WELDING RECTIFIER 600A	400
6	DIESEL WELDING GENERATOR 400A/300A	400
7	TRANSFORMER,600A	300
8	TRANSFORMER 300/400A	200
III	SERVICE PLANTS & ALLIED EQUIPT.	0
1	500KVA DIESEL GENERATOR	3800
2	TRANSFORMER OIL FILTRATION EQUIPMENT 6000LPH CAPACITY WITHOUT STORAGE TANK	6370
3	-DO-, WITH STORAGE TANK	7280
4	OIL FILTRATION M/C, 250/500 LPH (OTHER THAN SILICON OIL)	910
5	OIL FILTRATION M/C, 250GPH/1000LPH (OTHER THAN SILICON OIL)	1360
6	OIL FILTRATION M/C, 500GPH/2500LPH (OTHER THAN SILICON OIL)	1820
7	OIL FILTRATION M/C, 1000GPH/5000LPH (OTHER THAN SILICON OIL)	3640
8	Portable Lube Oil Purification Unit (Centrifuge M/c) Capacity: 750	1270
9	Low Vacuum de-hydration unit	630
10	DIESEL GENERATING SET,250 KVA	1770
11	DIESEL GENERATING SET,25 KVA	500
12	VACUUM PUMP(ABSOLUTE V.C.)	540
13	ACID CIRCULATING PUMP WITH MOTOR 120M HEAD, 150T/HR	1090
14	ACID TRANSFER PUMP 20/50 T/HR	540
15	DEWATERING PUMP (Kirloskar make,11KW/15HP)	80
16	HP Air compressor (32 Kg/Sq. Cm, 150 CFM)	4240

RATES OF T&P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILERS ETC. FOR SUB-CONTRACTORS WORKING FOR BHEL FOR DOING BHEL JOBS

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
17	AIR COMPRESSORS 250/300/330/360/350 CFM	2730
18	AIR COMPRESSORS 140/150/190/210 CFM	910
19	ACID CIRCULATING PUMP WITH MOTOR & STARTER, 200T/HR, 150M, 220 HP	1820
20	Industrial Blower 2000CFM	1270
21	Air Leak Test Blower (Flow: 40000 m ³ /Hr)	1160
22	Air Blower (Flow: 20000 m ³ /Hr)	940
IV METAL FORMING /CUTTING EQUIPMENT		
1	TUBE EXPANDING M/C PNEUMATIC 60-100 MM	630
2	ELECTRO HYDRAULIC PIPE BENDING M/C 4"	1630
3	BOLTING MACHINE (ALCOA/AVLOCK/ HUCK)	1800
4	-do- Gun with nose Assembly only	540
V TESTING/INSPECTION EQUIPMENT		
1	DATA LOGGER for PG TESTING	36980
2	MOTORISED HYDRAULIC TEST PUMP 250kg/cmsq	800
3	MOTORISED HYDRAULIC TEST PUMP 400-450kg/cmsq	1090
4	MOTORISED HYDRAULIC TEST PUMP 600 KG/CMSQ	1270
5	HYDRAULIC TEST PUMP 800 KG/CMSQ	1330
6	HYDRAULIC TEST PUMP 1000 KG/CMSQ	2230
7	BOLT STRETCHING DEVICE	910
8	BOROSCOPE/FIBROSCOPE FLEXIBLE TYPE (FLEXUX) IMPORTED	3640
9	ULTRASONIC FLAW DETECTOR	2730
10	MPI TEST KIT	360
11	GAS LEAK DETECTOR	270
12	VIBRATION/SOUND LEVEL METER IRD-306	360
13	VIBRATION/SOUND LEVEL METER IRD-308	360
14	VIBRATION ANALYSER/DYNAMIC BALANCING M/C IRD 350	1450
15	VIBRATION ANALYSER/DYNAMIC BALANCING M/C IRD 360	2540
16	SHOCK PULSE METER	630
17	HV.DC TEST KIT UPTO 50 KV	540
18	HV.DC TEST KIT ABOVE 50 KV	1000
19	HV.AC TEST KIT UPTO 50KV	810
20	HV.AC TEST KIT ABOVE 50KV	2910
21	MOTORISED MEGGER 2.5KV	400
22	MOTORISED MEGGAR 5KV	450
23	OSCILLOSCOPE-DUAL BEAM INDIGENOUS	450
24	OSCILLOSCOPE-DUAL BEAM IMPORTED	1090
25	WAVEFORM ANALYSER	910
26	OSCILLOGRAPH/UV RECORDER 24 CHANNEL	1630
27	OSCILLOGRAPH/UV RECORDER 12 CHANNEL	1090
28	OSCILLOGRAPH/UV RECORDER 6 CHANNEL	910
29	DIGITAL LOW RESISTANCE METER	630
30	DC POTENTIOMETER	180
31	PRECISION DEAD WEIGHT TESTER	1000
32	OPTICAL ALIGNMENT KIT	1360
33	BOROSCOPE/FIBROSCOPE(NON FLEXIBLE)	1200
34	VERNIER THEODOLITE,PRECISION	1200
35	VERNIER THEODOLITE,ORDINARY	200
36	ENGINEERS PRECISION LEVEL/DUMPY LEVEL	120
37	ISKAMATIC 'A'	3200
38	CALIBRATOR '03'	1000
39	48 POLE EXTENDER CARD	200

RATES OF T&P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILERS ETC. FOR
SUB-CONTRACTORS WORKING FOR BHEL FOR DOING BHEL JOBS

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
40	MULTIJET NPM	400
41	OSCILLOMETER	10190
42	VOC EQUIPMENT	1400
43	BINARY SIGNAL GENERATOR	290
44	ELECTRIC COUNTER	690
45	FREQUENCY GENERATOR	1000
46	DBF 3 VIBRATION RECORDER/ANALYSER	3270
47	L&T GOULD OSCILLOGRAPH 2-CHANNEL	490
48	L&T GOULD OSCILLOGRAPH 6-CHANNEL	1180
49	VIBROPORT 41/FFT ANALYSER	5460
50	ELCID kit	10010
51	UNIVERSAL CALIBRATION SYSTEM	2730
52	NATURAL FREQUENCY TESTER	2910
53	DIGITAL HARDNESS TESTER	360
54	ADRE 208 VIBRATION ANALYSER	7280
55	PCB DIAGNOSTIC REPAIR KIT	2000
56	SECONDARY INJECTION RELAY TEST KIT	5270
57	MICRO OHM METER	1450
58	DIGITAL MICRO OHM METER MEASURING RANGE: 200 $\mu\Omega$ TO 20K Ω	3230
59	PMI Machine OLYMPUS make	3350
60	Mobile Lighting Mast - 9 metres (4X400 W)	860
61	10KVA RESISTANCE BRAZING MACHINE	140
62	RECURRENT SURGE OSCILLOGRAPH (RSO) TEST KIT WITH PORTABLE HANDHELD OSCILLOSCOPE.	460
63	HYDROGEN GAS LEAK DETECTOR	50
64	STATOR WEDGE ANALYZER KIT WITH COMPLETE ACCESSORIES	4980
65	WEDGE DEFLECTION KIT	80
66	TILE PRESSING MACHINE FOR GAS TURBINE	270
67	INDUCTION BRAZING MACHINE	4870
68	MAGNETIC COHESIVE FORCE (MCF) EQUIPMENT	3640
69	ULTRASONIC FLOW METER	180
70	PORTABLE VIBRATION ANALYSER (MODEL 811T)	40
71	CENTRIFUGAL PUMP SET FOR ACID CLEANING (WITH MOTOR AND PANEL) : PRESSURE -14KG/SQ CM. : FLOW 60 M3/HR	470
72	CENTRIFUGAL PUMP SET FOR ACID CLEANING (WITH MOTOR AND PANEL) : PRESSURE -30KG/SQ CM. : FLOW 15 M3/HR	430
73	HI SPEED MEMORY RECORDER, MAKE -YOKOGAWA, MODEL DL850E-Q-HE/B5/HD1	1810
74	TROLLEY MOUNTED HYDRAULIC JACK (100 MT)	1260
75	5KV Insulation Tester	450
76	4 Channel Digital Oscilloscope /Fast Recorder	1710
77	4 Channel Oscillographic Recorder	580
78	Sound Level Meter	230
79	Thermal Imaging Camera	770
80	Videoscope (Video Boroscope)	1510
81	DO (Dissolve Oxygen) Meter (0 to 1500 ppb)	1310
82	Conductivity Meter	80
83	Core Flux Test Kit	7280
84	Primary Current Injection Kit (2000A)	870
85	3 Phase Secondary Injection Kit (Relay Test)	3760
86	FRF Filtration Kit	1330
87	FFT Analyser	2290

RATES OF T&P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILERS ETC. FOR
SUB-CONTRACTORS WORKING FOR BHEL FOR DOING BHEL JOBS

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
88	Flue Gas Analyser	1030
89	Oil Test Kit (Mineral Oil)-Transformer	1010
90	Winding Resistance kit (R L C Load)	880
91	SFRA test Kit	1190
92	Tan Delta test Kit	4060
93	PF Meter	330
94	Ultrasonic Flow Meter	830
95	Oil Particle Counter	360

RATES OF T & P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILLERS
ETC. FOR OUTSIDE AGENCIES

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
I.	LIFTING EQUIPMENTS	
1	Strand Jack System for Boiler Drum Lifting	23250
2	MULTI SHEAVE PULLEY BLOCK 40/50T/60T	350
3	MULTI SHEAVE PULLEY BLOCK 100T	700
4	MULTI SHEAVE PULLEY BLOCK 150T	1400
5	ELCTRIC WINCH 5T	1410
6	ELCTRIC WINCH 10T	2620
7	ELECTRIC WINCH 15 T	2390
8	PASSENGER CUM GOODS HOIST 1T	2520
9	FURNACE MAINTENANCE PLATFORM	5600
10	Gang Operated Hydraulic Jack (Set of 4 Jacks - 175 MT each)	2330
II	WELDING & HEAT TREATMENT EQUIPMENT	
1	125KW, 3KHZ, AIR-COOLED INDUCTION HEATING EQUIPMENT	18190
2	75KW, 10 KHZ, COMPACT INDUCTION HEATING EQUIPMENT	9090
3	WELDING GENERATOR 320/300 A	330
4	WELDING RECTIFIER 400A/300A	330
5	WELDING RECTIFIER 600A	440
6	DIESEL WELDING GENERATOR 400A/300A	440
7	TRANSFORMER,600A	330
8	TRANSFORMER 300/400A	220
III	SERVICE PLANTS & ALLIED EQUIPT.	
1	500KVA DIESEL GENERATOR	4220
2	TRANSFORMER OIL FILTRATION EQUIPMENT 6000LPH	7070
3	-DO-, WITH STORAGE TANK	8080
4	OIL FILTRATION M/C, 250/500 LPH (OTHER THAN SILICON OIL)	1010
5	OIL FILTRATION M/C, 250GPH/1000LPH (OTHER THAN SILICON	1510
6	OIL FILTRATION M/C, 500GPH/2500LPH (OTHER THAN SILICON	2020
7	OIL FILTRATION M/C, 1000GPH/5000LPH (OTHER THAN SILICON	4040
8	Portable Lube Oil Purification Unit (Centrifuge M/c) Capacity: 750	1410
9	Low Vacuum de-hydration unit	700
10	DIESEL GENERATING SET,250 KVA	1970
11	DIESEL GENERATING SET,25 KVA	560
12	VACUUM PUMP(ABSOLUTE V.C.)	600
13	ACID CIRCULATING PUMP WITH MOTOR 120M HEAD, 150T/HR	1210
14	ACID TRANSFER PUMP 20/50 T/HR	600
15	DEWATERING PUMP (Kirloskar make,11KW/15HP)	90
16	HP Air compressor (32 Kg/Sq. Cm, 150 CFM)	4710

RATES OF T & P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILLERS
ETC. FOR OUTSIDE AGENCIES

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
17	AIR COMPRESSORS 250/300/330/360/350 CFM	3030
18	AIR COMPRESSORS 140/150/190/210 CFM	1010
19	ACID CIRCULATING PUMP WITH MOTOR & STARTER, 200T/HR, 150M, 220 HP	2020
20	Industrial Blower 2000CFM	1410
21	Air Leak Test Blower (Flow: 40000 m ³ /Hr)	1290
22	Air Blower (Flow: 20000 m ³ /Hr)	1040
IV METAL FORMING /CUTTING EQUIPMENT		
1	TUBE EXPANDING M/C PNEUMATIC 60-100 MM	700
2	ELECTRO HYDRAULIC PIPE BENDING M/C 4"	1810
3	BOLTING MACHINE (ALCOA/AVLOCK/ HUCK)	2000
4	-do- Gun with nose Assembly only	600
V TESTING/INSPECTION EQUIPMENT		
1	DATA LOGGER for PG TESTING	41090
2	MOTORISED HYDRAULIC TEST PUMP 250kg/cmsq	880
3	MOTORISED HYDRAULIC TEST PUMP 400-450kg/cmsq	1210
4	MOTORISED HYDRAULIC TEST PUMP 600 KG/CMSQ	1410
5	HYDRAULIC TEST PUMP 800 KG/CMSQ	1480
6	HYDRAULIC TEST PUMP 1000 KG/CMSQ	2480
7	BOLT STRETCHING DEVICE	1010
8	BOROSCOPE/FIBROSCOPE FLEXIBLE TYPE (FLEXUX) IMPORTED	4040
9	ULTRASONIC FLAW DETECTOR	3030
10	MPI TEST KIT	400
11	GAS LEAK DETECTOR	300
12	VIBRATION/SOUND LEVEL METER IRD-306	400
13	VIBRATION/SOUND LEVEL METER IRD-308	400
14	VIBRATION ANALYSER/DYNAMIC BALANCING M/C IRD 350	1610
15	VIBRATION ANALYSER/DYNAMIC BALANCING M/C IRD 360	2830
16	SHOCK PULSE METER	700
17	HV.DC TEST KIT UPTO 50 KV	600
18	HV.DC TEST KIT ABOVE 50 KV	1110
19	HV.AC TEST KIT UPTO 50KV	900
20	HV.AC TEST KIT ABOVE 50KV	3230
21	MOTORISED MEGGER 2.5KV	440
22	MOTORISED MEGGAR 5KV	500
23	OSCILLOSCOPE-DUAL BEAM INDIGENOUS	500
24	OSCILLOSCOPE-DUAL BEAM IMPORTED	1210

RATES OF T & P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILLERS
ETC. FOR OUTSIDE AGENCIES

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
25	WAVEFORM ANALYSER	1010
26	OSCILLOGRAPH/UV RECORDER 24 CHANNEL	1810
27	OSCILLOGRAPH/UV RECORDER 12 CHANNEL	1210
28	OSCILLOGRAPH/UV RECORDER 6 CHANNEL	1010
29	DIGITAL LOW RESISTANCE METER	700
30	DC POTENTIOMETER	200
31	PRECISION DEAD WEIGHT TESTER	1110
32	OPTICAL ALIGNMENT KIT	1510
33	BOROSCOPE/FIBROSCOPE(NON FLEXIBLE)	1330
34	VERNIER THEODOLITE,PRECISION	1330
35	VERNIER THEODOLITE,ORDINARY	220
36	ENGINEERS PRECISION LEVEL/DUMPY LEVEL	130
37	ISKAMATIC 'A'	3550
38	CALIBRATOR '03'	1110
39	48 POLE EXTENDER CARD	220
40	MULTIJET NPM	440
41	OSCILLOMETER	11320
42	VOC EQUIPMENT	1550
43	BINARY SIGNAL GENERATOR	320
44	ELECTRIC COUNTER	760
45	FREQUENCY GENERATOR	1110
46	DBF 3 VIBRATION RECORDER/ANALYSER	3630
47	L&T GOULD OSCILLOGRAPH 2-CHANNEL	540
48	L&T GOULD OSCILLOGRAPH 6-CHANNEL	1310
49	VIBROPORT 41/FFT ANALYSER	6060
50	ELCID kit	11120
51	UNIVERSAL CALIBRATION SYSTEM	3030
52	NATURAL FREQUENCY TESTER	3230
53	DIGITAL HARDNESS TESTER	400
54	ADRE 208 VIBRATION ANALYSER	8080
55	PCB DIAGONISTIC REPAIR KIT	2220
56	SECONDARY INJECTION RELAY TEST KIT	5860
57	MICRO OHM METER	1610
58	DIGITAL MICRO OHM METER	3590
59	PMI Machine OLYMPUS make	3730
60	Mobile Lighting Mast -	960
61	10KVA RESISTANCE BRAZING MACHINE	160
62	RECURRENT SURGE OSCILLOGRAPH (RSO) TEST KIT WITH	510

**RATES OF T & P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILLERS
ETC. FOR OUTSIDE AGENCIES**

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
63	HYDROGEN GAS LEAK DETECTOR	60
64	STATOR WEDGE ANALYZER KIT WITH COMPLETE	5530
65	WEDGE DEFLECTION KIT	90
66	TILE PRESSING MACHINE FOR GAS TURBINE	300
67	INDUCTION BRAZING MACHINE	5410
68	MAGNETIC COHESIVE FORCE (MCF) EQUIPMENT	4040
69	ULTRASONIC FLOW METER	200
70	PORTABLE VIBRATION ANALYSER (MODEL 811T)	50
71	CENTRIFUGAL PUMP SET FOR ACID CLEANING (WITH MOTOR)	520
72	CENTRIFUGAL PUMP SET FOR ACID CLEANING (WITH MOTOR)	480
73	HI SPEED MEMORY RECORDER, MAKE -YOKOGAWA, MODEL	2010
74	TROLLEY MOUNTED HYDRAULIC JACK (100 MT)	1400
75	5KV Insulation Tester	500
76	4 Channel Digital Oscilloscope /Fast Recorder	1900
77	4 Channel Oscillographic Recorder	650
78	Sound Level Meter	260
79	Thermal Imaging Camera	860
80	Videoscope (Video Boroscope)	1680
81	DO (Dissolve Oxygen) Meter (0 to 1500 ppb)	1460
82	Conductivity Meter	90
83	Core Flux Test Kit	8090
84	Primary Current Injection Kit (2000A)	960
85	3 Phase Secondary Injection Kit (Relay Test)	4180
86	FRF Filtration Kit	1480
87	FFT Analyser	2550
88	Flue Gas Analyser	1140
89	Oil Test Kit (Mineral Oil)-Transformer	1120
90	Winding Resistance kit (R L C Load)	970
91	SFRA test Kit	1320
92	Tan Delta test Kit	4510
93	PF Meter	360
94	Ultrasonic Flow Meter	920
95	Oil Particle Counter	400

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)
 (On non-Judicial paper of appropriate value)
 (Para 4.7.6 of Works Accounts Manual)

Bank Guarantee No.....
 Date.....

To
 (Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹ (Tender Conditions), M/s.² having its registered office at³ (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....⁴ invited by Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at *BHEL House, Siri Fort, Asiad, New Delhi – 110049* through its unit at *Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600035*

The Tender Conditions provide that the Tenderer shall pay a sum of Rs⁵ as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁶ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the(Name & address of the Bank)
 having our Head Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.....⁶ (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.⁶.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Tenderer in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said

Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this Guarantee.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁶
- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

(Signature of Authorised signatory)

Date.....

Place of Issue.....

¹ Details of the Invitation to Bid/Notice Inviting Tender (Tender Ref. No. Eg. - BHEL PSSR SCT XXXX)

² Name of Tenderer

³ REGISTERED Office Address of the Tenderer

⁴ Details of the Work i.e Tender Description

⁵ EMD Amount as mentioned in Notice Inviting Tender

⁶ BG Amount in words and Figures (BG Amount shall be Minimum of EMD amount less Rs. 2 Lakhs)

⁷ Validity Date

⁸ Date of Expiry of Claim Period (Claim Period shall be minimum of 3 Months after the validity date of Bank Guarantee)

Note:

1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
2. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

(On non-Judicial paper of appropriate value)

(Para 4.7.6 of Works Accounts Manual)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at *BHEL House, Siri Fort, Asiad, New Delhi – 110049* through its unit at *Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600035* having agreed to exempt

_____¹ (Name of the Vendor / Contractor / Supplier) with its registered office at _____² (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract arising vide Letter of Intent (LOI) reference No. _____ dated _____³ valued at Rs. _____⁴ (Rupees _____ only)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only),

We, the(Name & address of the Bank) having our Head Office at(hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____⁵.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may

be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

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

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁵
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____ for _____ (indicate the name of the Bank)

(Signature of Authorised signatory)

¹ NAME OF VENDOR /CONTRACTOR / SUPPLIER

² REGISTERED OFFICE ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ LETTER OF INTENT(LOI) REFERENCE NO. WITH DATE

⁴ CONTRACT VALUE (AS MENTIONED IN LOI)

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD (CLAIM PERIOD SHALL BE MINIMUM OF 3 MONTHS AFTER VALIDITY DATE)

Note:

1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).

PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format 7** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-8** hereto.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after

seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

- 15.** The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
- 16.** Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
- 17.** In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
- 18.** A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
- 19.** The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
- 20.** Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
- 21.** Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged

absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a.** On the date of signing of the Settlement agreement by the Parties; or,
- b.** By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c.** By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d.** By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- e.** On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of more than Rs 10 crores.</p> <p>Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,</p> <p>Signing of the Settlement Agreement after approval of the Competent Authority</p> <p>or</p> <p>Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators -Rs 30,000/- (one time)- to be paid to the IEC</p>
4	Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> <p>Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.</p>
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region /

Sl No	Particulars	Amount
		Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

- 24.** The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
- 25.** If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
- 26.** The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
- 27.** Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
- 28.** The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
- 29.** The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement,

except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.

- 30.** The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a.** Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b.** admissions made by the other party in the course of the Conciliator proceedings;
 - c.** proposals made by the Conciliator;
 - d.** The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
- 31.** The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 32.** None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 33.** The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
- 34.** The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

FORMAT-5

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE
IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

SI. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note— *The Statement of Claims/ Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/ Counter Claims. The statement of Claims/ Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

FORMAT-7

**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR
REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE
CONTRACT BY BHEL**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in-spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of BHEL

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

FORMAT-8

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL (Head of the Unit/Division/Region/Business Group)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY A STAKEHOLDER**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in-spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above-referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of the Stakeholder

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

FORMAT-9

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: **INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract/MoU/Agreement/LOI/LOA, if possible.

Name and contact details of Conciliator(s)

- a)
- b)
- c)

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.