# VOLUME-IB SPECIAL CONDITIONS OF CONTRACT (SCC)



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Chapter – V : Responsibilities of Contractor in respect of Labour, Supervisory Staff, etc.

5.0	RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LABOUR, SUPERVISORY STAFF, ETC.
5.1	Refer relevant clauses of General Conditions of Contract (GCC) also in this regard
5.2	The contractor shall deploy all the necessary skilled/semiskilled/ unskilled labour including highly skilled workmen etc. These workmen should have previous experience on similar job. They shall hold valid certificates wherever necessary. BHEL reserves the right to insist on removal of any employee of the contractor at any time if he is found to be unsuitable and the contractor shall forthwith remove him.
5.3	Contractor shall also comply with the requirements of local authorities/ project authorities calling for police verification of antecedents of the workmen, staff etc.
5.4	It is the responsibility of the contractor to engage his workmen in shifts and or on overtime basis for achieving the targets set by BHEL. This target may be set to suit BHEL's commitments to its customer or to advance date of completion of events or due to other reasons. The decision of BHEL in regard to setting the erection and commissioning targets will be final and binding on the contractor.
5.5	Contractor shall provide at different elevation suitable arrangement for urinal and drinking water facility with necessary plumbing & disposal arrangement including construction of septic tank. These installations shall be maintained in hygienic condition at all times.
5.6	The Contractor in the event of engaging 20 or more workmen, shall obtain Independent license under the Contract labour (Regulation and Abolition) Act 1970 from the concerned authorities based on Form-V issued by the Principal Employer/Customer. In order to issue Form-V by Customer, Contractor shall fulfill all Statutory requirements like Insurance Policy, PF Code/PF Account number etc as per the requirement of BHEL/Customer
5.7	Contractor shall deduct the necessary amount towards Provident Fund and contribute equal amount as per Government of India laws. This amount will be deposited regularly to the provident Fund Commissioner. BHEL/Customer may insist for submission of the account code duly certified by PF Commissioner
5.8	Contractor may also be required to comply with provisions of ESI Act in vogue if applicable and submit evidence to BHEL.
5.9	BHEL / customer may insist for witnessing the regular payment to the labour. They may also like to verify the relevant records for compliance with statutory requirements. Contractor shall enable such facilities to BHEL / Customer.

Chapter – V : Responsibilities of Contractor in respect of Labour, Supervisory Staff, etc.

	Contractor shall deploy only qualified and experienced engineers/
	supervisors. They shall have professional approach in executing the work.
5.11	The contractor's supervisory staff shall execute the work in the most professional manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. They shall be responsible to ensure that the assembly and workmanship conform to dimensions and tolerances given in the drawings/instructions given by BHEL engineer from time to time.
	The supervisory staff employed by the contractor shall ensure proper outturn of work and discipline on the part of the labour put on the job by the contractor. Also in general they should see that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other contractors of BHEL or BHEL's client.
	It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc for entering the project premises. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer / BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permits for working beyond normal working hours.
5.14	The actual deployment will of Labour and Engineer / supervision staff shall be so as to satisfy the erection and commissioning targets set by BHEL. If at any time, it is found that the contractor is not in a position to deploy the required engineers / supervisors / workmen due to any reason, BHEL shall have the option to make alternate arrangements at the contractor's risk and cost. The expenditure incurred along with BHEL overheads thereon shall be recovered from the contractor
5.15	Contractor shall not deploy women labour at night.

6.0	VOID
7.0	VOID
8.0	VOID

# SPECIAL CONDITIONS OF CONTRACT (SCC): Chapter-IX: Occupational Health, Safety & Environment Management / Quality Assurance Programme

9.0	OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME: BHEL, Power Sector Regions (PSNR / ER / WR / SR) are each certified for ISO 9001. Quality of work to customer's satisfaction and fulfillment of system requirements are the essence of ISO 9001 certification. BHEL, PS Regions have HSE certification (ISO 14001 & OHSAS 18001) and therefore Contractor also shall organize / plan/ perform all their activities to meet with the applicable requirements of these standards.
9.1	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 Rev 01) enclosed.

# SPECIAL CONDITIONS OF CONTRACT (SCC): Chapter-X: RA Bill Payments

10.0	RA Bill Payments
10.1	The contractor shall submit his monthly RA bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas for the previous calendar month.
10.2	Mode of payment and measurement of work completed shall be as per relevant clauses of General Conditions of Contract
10.3	-deleted-
10.4	-deleted-
10.5	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.
	In case of Civil works, 60% of RA Bills complete and correct in all respects and certified by BHEL Engineer, shall be paid within 15 days of receipt. Balance payment shall be within 30 days.
10.6	BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, Contractor to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats:
	Note: BHEL may also choose to release payment by other alternative modes as applicable
10.7	Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contactor accordingly.

# SPECIAL CONDITIONS OF CONTRACT (SCC) Chapter-XI : Performance Monitoring

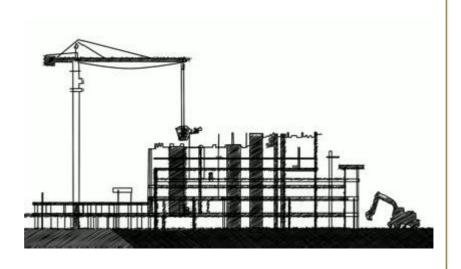
11.0	Performance Monitoring
11.1	Performance of the contractor is monitored through various reports/reviews and shall be jointly evaluated every month for unit wise identified packages as per prescribed formats. Based on the net weighted scores obtained, Contractors shall be rated 'Good' or 'Satisfactory' or 'Unsatisfactory'
11.2	In case of any dispute on performance rating and the contractor refuses to sign on the performance rating given by BHEL package Incharge, the same shall be reviewed by BHEL site Incharge/Construction Manager and his decision shall be final.
11.3	Release of RA Bills will be contingent upon joint evaluation of performance
11.4	Performance of the contractor will be taken into consideration for assessing the capacity of the bidder to execute future jobs under tender, as detailed in the Notice Inviting Tender. Risk of non evaluation or non availability of the Monthly performance evaluation reports is to be borne by the Bidder.
11.5	In case of 'Unsatisfactory performance' for a continuous period of three or more months for a package or packages, BHEL has the right to get the balance works executed at the risk and cost of the contractor.
11.6	In case of 'Unsatisfactory performance' in a financial year, BHEL reserves the right to put on hold such Contractors for a period of six months for similar package or similar packages

# SPECIAL CONDITIONS OF CONTRACT (SCC) Chapter-XII: Suspension of Business Dealings

12.0	Suspension of Business dealings
12.1	BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".







HEALTH,
SAFETY and
ENVIRONMENT
PLAN

for

SITE OPERATIONS

by

SUB-CONTRACTORS

### HSE PLAN FOR SITE OPRATIONS BY BHEL'S SUBCONTRACTORS

### **AT A GLANCE**

# **BEFORE START**

# SIGNING OF MOU

Agree to comply to HSE requirement- Statutory and BHEL's

### **HSE ORGANISATION**

### Manpower

- 1 (one) safety officer for every 500 workers or part thereof
- 1(one) safety-steward/ supervisor for every 100 workers

### Qualification

As per Cl. 7.1

### **HSE Roles and** responsibilities

- Site In-charge- As per clause 7.2.1
- Safety officer- As per clause 7.2.2

### **HSE Planning**

for Man, Machinery/Equipment/Tools & Tackles

### **HSE INFRASTUCTURE**

- **PPEs**
- **Drinking Water**
- **Washing Facilities**
- **Latrines and Urinals**
- Provision of shelter for rest
- Medical facilities

- Canteen facilities
- **Labour Colony**
- **Emergency Vehicle**
- Pest Control
- Scrapyard
- Illumination

## **HSE TRAINING, AWARENESS & PROMOTION**

### **Training**

- Induction training
- Height work and other critical areas
- Tool Box talk & Pep Talk

# **Awareness & Promotion**

- Signage
- Poster
- Banner
- Competition
- Awards

# **Incident Reporting**

- Accident- Fatal & Major
- Property damage
- **Near Miss**

# **HSE COMMUNICATION Event Reporting**

- Celebrations
- **Training**
- Medical camp

# EXECUTE SAFELY

# CHECKS

### 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

- Welding
- Rigging
- Cylinder- storage & Movement
- Demolition work
- T&Ps
- Chemical Handling
- Electrical works

- 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**

- Daily Checks
- Inspection of PPEs
- Inspection of T& Ps
- Inspection of Cranes & Winches
- 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.



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### **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
20.01.2020	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)	PSHQHSE/M ONREP/02 Dated 08-Jan- 2020	Rohit Kumar		sh Nair, K & HSE)



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### **POWER SECTOR**

### 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.



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**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

### Health, Safety & Environment Policy of BHEL

In BHEL, Health, Safety and Environment (HSE) responsibilities are driven by our commitment to protect our employees and people we work with, community and environment. BHEL believes in zero tolerance for unsafe work/non-conformance to safety and in minimizing environmental footprint associated with all its business activities. We commit to continually improve our HSE performance by:

- Developing safety and sustainability culture through active leadership and by ensuring availability of required resources.
- Ensuring compliance with applicable legislation, regulations and BHEL systems.
- Taking up activities for conservation of resources and adopting sound waste management by following Reduce/Recycle/Reuse approach.
- Continually identifying, assessing and managing environmental impacts and Occupational Health & Safety risks of all activities, products and services adopting approach based on elimination/substitution/reduction/control.
- Incorporating appropriate Occupational Health, Safety and Environment criteria into business decisions, design of products & systems and for selection of plants, technologies and services.
- Imparting appropriate structured training to all persons at workplace and promoting awareness amongst customers, contractors and suppliers on HSE issues.
- Reviewing periodically this policy and HSE Management Systems to ensure its relevance, appropriateness and effectiveness.
- Communicating this policy within BHEL and making it available to interested parties.

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CMD, BHEL



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### 5.0 MEMORANDUM OF UNDERSTANDING:

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

, inc. amara or morn, oubcontracto	to are required to enter the a memorahadin of anacrotatianing as given below.
	Memorandum of Understanding
	orRegion is committed to Health, Safety and Environment Policy (HSE Policy)do hereby also commit to comply with the same HSE Policy w hile
executing the Contract Number	
_	shall ensure that safe work practices as per the HSE plan. Spirit and
content therein shall be reached	d 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 a	any non-conformity observed/reported within prescribed time limit.
Signed by authorized representa	ative of M/s
Name :	

Place & Date:



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### **TERMS AND DEFINITIONS** 6.0

#### 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".

### **MAN-HOURS WORKED** 6.1.3

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.

### **FIRST AID CASES** 6.1.4

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.



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### **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:

Number of Reportable LTI x 1,000,000

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:

Days lost due to LTI \_\_x 1,000,000

Total Man Hours Worked

### 6.1.10 INCIDENCE RATE

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

Number of LTIx1000

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	Degree or Diploma in Engineering with	Minimum two years for
	(Construction Agency)	full time diploma in Industrial Safety with construction safety as one of the subjects	degree holder and five years for diploma holder in the field of
		Subjects	Construction of power plant/ major industries



subjects

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

### 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.



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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 worksite.
- 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



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### 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.

### MOBILISATION OF MACHINERY/EQUIPMENT/TOOLS BY SUBCONTRACTOR 8.1

- 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. 0
  - Side Booms.
  - Forklifts.
  - Grinding machine.
  - Drilling machine.
  - Air compressors.
  - 0 Welding machine.
  - 0 Generator sets.
  - Dump Trucks.
  - Excavators.
  - Dozers
  - Grit Blasting Equipment. 0
  - 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
- 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.



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### 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.

SI.	Type of work	PPEs
No		
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 selections 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.



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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.



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### 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:

- a. Height workers
- b. Drivers/crane operators/riggers



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- 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:



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	S. No.	Location	Illumination (Lux)
A.	Construction Are	ea	
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
В.	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)



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- 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)
  - o Work Permit System
  - o Incident investigation and reporting
  - Fire fighting
  - o First aid
  - o Fire-warden training
  - o EMS and OHSMS
  - o T & Ps fitness and operation



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- 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.

### **HSE EVENT REPORTING** 10.2

- 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



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### 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		

### **HSE ACTIVITIES** 11.1

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

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



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- **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.

### SAFETY DURING WORK EXECUTION 11.3

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.

### **RIGGING** 11.3.2

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.

### CYLINDERS STORAGE AND MOVEMENT 11.3.3

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.



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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.



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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 then 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.



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- 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 ¼" 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.



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 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



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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
  lide.
- Rubbish should not be left or allowed to accumulate on construction and other work places.
- Do not burn construction rubbish near working site.



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### 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



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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.
- o A safe means of access/egress.
- o Suitable and effective service and parking brakes.
- Windscreens with wipers and external mirrors giving optimum all round visibility.
- o 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



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#### 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
  - Brakes. 0
  - Tires. 0
  - Steering. 0
  - Mirrors.
  - Windscreen waters.
  - 0 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.

### **EMERGENCY PREPAREDNESS AND RESPONSE** 11.8

- 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.



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- 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.



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#### 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.

### INSPECTION ON WELDING AND GAS CUTTING OPERATION 12.6

- 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.



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- 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 of BHEL as per Format No. HSEP:14-
- BHEL shall reserve the right to use this assessment for evaluating bidder's capacity for future tenders
- Suitable HSE reward system shall be developed at site level to promote HSE compliance amongst workmen by the subcontractor.
  - 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.



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#### 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.

#### OTHER REQUIREMENTS 15.0

- 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.



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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:-

#: 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.

<sup>\*:</sup> 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.



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### 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 Ω
  - HSE audit and CAPA 0
  - **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.

## 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	



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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



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#### 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.



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(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 recoupment of the equipment when necessary.



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# **ANNEXURE 02**

HSE AUDIT/INSPECTION CHECKLIST CUM COMPLIANCE REPORT				
OJECT:SUBCONTRACTOR:				
DATE :	OW	NER	:	
INSPECTION BY:				
Note: write 'NA' wherever the items is not applicable				
Item	Υ	N	Remarks	Action
	е	0		
HOUSEKEEPING	S			
Waste containers provided and used				
Passageways and walkways clear				
General neatness of working area				
Other				
PERSONNELPROTECTIVEEQUIPTMENTS				
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		ļ		
Toe boards in place		ļ		
Adequate shoring				
Adequate access				
Others				
LADDER		1		
Extension side rails 1 m above				
Top of landing				
Properly secured				



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POW	/FR	SEC	TOR
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			T
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			
HANDLING & STORAGE OF MATERIALS			
Properly stored or stacked			
Passageways clear			
Other			
FLAMMABLE GASES AND LIQUIDS			
Containers clearly identified			
Proper storage	<del>                                     </del>		
Fire extinguisher nearby	+ +		
I I IIO CAUTUUISHEI HEALDY	1	1	1



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-	$^{\prime\prime}$	SEC	-
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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.		



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# **ANNEXURE 03**

# **REFERENCES**

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

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



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



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**ANNEXURE 04 : SAFETY FORMATS** 

& ANNEXURE 05 : WORK PERMIT FORMATS



# 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 :	
Name of Sub-Contractor:	
Inspected by :	
Date of Inspection :	
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.		



# 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:



# **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 Epilep	osy		
	H/O Drug			
		tics/ Hypertension		
	H/O Uncor	nsciousness		
Personal History				
EXAMINATION			OBSERVATION	
General Physical Examination	<u>on</u>			
Height	:			
Weight	:			
ВМІ	:			
Built And nourishment	:			
Pallor	:			
Temperature	:			
Chest Expansion	:	Inspiration	Expansion	
Lymph Node Enlargement	:			
Ear, Nose, Throat	:			
Ear	:			
Nose	:			
Throat	:			



# **HEALTH CHECK UP**

FORMAT NO: HSEP:14-F02

REV NO.: 00 PAGE NO. 2 OF 02

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

Signature of the examining doctor



# **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	

SI	Name	Designation	Organisation	Signature
No.				

Signature of Training co-ordinator :



Name of Site:

# **POWER SECTOR**

TOOL-BOX TALK

FORMAT NO: HSEP:14-F04

REV NO.: 00

PAGE	NO.	01	OF	01
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_			
ate :			
Горіс	Name of person delivered Tool Box Talk	No. of Participants attended	Remarks

**Signature of Site I/C of Subcontractor:** 



# PERSONAL PROTECTIVE EQUIPMENTS

FORMAT NO: HSEP:14-F06

REV NO.: 00

PAGE NO. 01 OF 01

Name of Site:			
Name of Sub-Contract:	or		
Inspected by :			
Date of Inspection :			
Item	Issued this Month	Nos. Issued up to the Month	Percentage of usage at site
Safety Helmet		the Month	ut site
Safety Shoes			
Full Body Harness			
Fall Arrestor			
Safety Nets			
Other PPEs.			

**Signature of Site I/C of Subcontractor:** 



# **INSPECTION OF T&Ps**

FORMAT NO: HSEP:14-F07

REV NO.: 00 PAGE NO. 01 OF 01

Signature-Subcontractor/ Subcontractor's

**Safety Officer** 

Name of S	ite:		
Name of Sub-Contractor :			
Date of Ins	spection :		
		1	
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 or		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	1
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)		
		Ш	

Signature-Site Safety Officer (BHEL)



# 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	Nos. Tested by	Validity of Test
		No.	competent	Certificate
			person	
Winches				
Chain Blocks				
Wire Rope				
Slings				
Man Cages				
D-Shackles				
Air				
Compressors				
Crawler				
Cranes				
<b>Mobile Cranes</b>				
Hydra Cranes				
Others				

Signature of Site I/C of subcontractor:

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<i>-77</i>

# INSPECTION OF CRANES AND WINCHES

FORMAT NO: HSEP:14-F09

REV NO.: 00 PAGE NO. 01 OF 03

	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 filly extendable		
20	Tyre pressure		
21	Condition of Battery And Lamps		



# 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

SI.	Description	YES	NO	NA	Remarks
No.	Description				
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?				



# INSPECTION OF CRANES AND WINCHES

FORMAT NO: HSEP:14-F09

REV NO.: 00 PAGE NO. 3 OF 03

SI.	Description	YES	NO	NA	Remarks
No.					
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 :				
		1		ı	1

Signature of Site I/C of subcontractor:



# 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	Remarks
		(Yes/No)	
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?		



# 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 :



# 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				
Sl.no.	Description	Υ	N	Remarks
31.110.	Description	e	0	Kemarks
		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			



# INSPECTION OF WELDING AND GAS CUTTING

FORMAT NO: HSEP:14-F11

REV NO.: 00 PAGE NO. 2 OF 02

Gas Cutting				
SI. 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 :



#### 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.	Contents	Yes/No	Remarks
No.			
Α	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?		
В	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?		
С	ELCB		
1.	Whether the connections are routed through ELCB?		
2.	Is ELCB sensitivity maintained at 30 mA?		



#### INSPECTION OF ELECTRICAL INSTALLATION

FORMAT NO: HSEP:14-F12

REV NO.: 00 PAGE NO. 02 OF 02

Sr.	Contents	Yes/No	Remarks
No.			
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 :



#### **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 o	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)			
10.0	Date of flext review (if accepted)		l	
Signa	ture-Subcontractor/ Subcontractor's Safety Officer	Signatu	re-Site Safe	ty Officer ( BHEL)

	3	7
/-	4	4
		F

# 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			



#### **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: -

#: 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.

<sup>\*:</sup> 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.



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



# Incident Report

FORMAT NO: HSEP:14-F15 REV NO.: 00

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

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 O	THERS			
10	PERSONAL DETAILS	OF INJURE	D AND / OR DETAILS O	F M	ATERIALS / EQUIPMENT / PROP	ERTY DAMAGED
NAME				N/	AME OF MATERIAL / EQUIPMEN	T / PROPERTY
PERIO	OD OF EMPLOYMENT					
AGE	YRS	SEX	MALE/ FEMALE		ESTIMATED COST	ACTUAL COST
MARI	TAL STATUS	SIN	GLE / MARRIED			
occi	JPATION				NATURE OF DAI	MAGE
PART	OF BODY INJURED					
NATU	IRE OF INJURY					
	ICY ( OBJECT / EQUIF ONSIBLE FOR CAUSI		STANCE) MOST NT/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 (U			(US	E ADDITIONAL SHEET, IF REQU	IRED	
ANAL	.YSIS					
14	WHAT ACTS AND / C					
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 SI	TE HSE COORDINATOR
17	COMMENTS OF HEA	AD / SOX				
	DATE:				s	GIGNATURE OF HEAD/SOX



# Format for Monthly HSE Planning & Review

FORMAT NO: HSEP:14-F30

REV NO.: 00 PAGE NO. 01 OF 3

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 & Forn	nats	Plan & Targets for the month	Review
1	Availability of First Aid Box at Requi 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 w	orkers as per Format: Fo3	Minimum No. of workers:	
+	Toolbox talks (TBT) conducted befo	re start of work as per Format: Fo4	Locations of TBTs & No. of workers  1	
5	PPE usage and issue as per Format:	Fo6		
5	Inspection of T&Ps as per Format: F	07	List of T&Ps to be inspected 1.	
•	Identification & Inspection Status of	T&Ps as per Format: Fo8		
}	Inspection of Cranes & Winches as p	er Format: Fo9	List of Cranes & Winches & Nos.  1	
)	Inspection of Height Working as per	Format: F10	Areas: 1	
0	Inspection of Welding & Gas Cutting	operations as per Format: F11	Areas: 1	
1	Inspection of Electrical Installations	as per Format: F12	Locations: 1	
.2	Inspection of Elevators (as applicabl	e) as per Format: F13	Locations: 1	
<u>1</u> 3	Inspection of Excavation as per Forn	nat: F13E	Locations: 1	



# 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 F <sub>3</sub> 2B	Activities:	
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 <b>1.</b>	
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.	
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.	
24	Provision of clean drinking water sources for workers	Locations: Nos.	
25	Provision of toilets for workers (separate for male & female workers)	Locations: Nos.	
26	Rest sheds for workers during lunchtime, rain, dust storm etc.	Locations: Nos.	
27	Availability of following in Labor colony	<ol> <li>Clean drinking water</li> <li>Toilets</li> <li>Cleanliness &amp; Hygiene</li> <li>Grass cutting,</li> <li>Fogging</li> <li>Electrical Inspection</li> </ol>	



# 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:	
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)	

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



## Format for Daily HSE Reporting

FORMAT NO: **HSEP:14-F31** A REV NO.: oo

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

Site														Subo	ontra	ctor												
Year	1			1	1			I	Mon	th	1							ı	1	Day						1		
SHIFT	Submitted By	Work Area(s)	Staff	Man-Power	Safety Officers	Safety Stewards	Tool Box (Topics and No. of Participants)	Induction Training (No. of Participants)	Vertigo Test (Numbers Tested)	On-the-Job Training (Topic & participants)	Work Permits	Job Safety Analyses conducted	Height Work Inspection	Other Hazardous Activities Inspection	T&P Inspection (Names & Nos. Inspected)	Safety Walk (Designation, Areas)	HSE Meeting	Safety Reward (Details)	Housekeeping/ Dust Suppression/ Tree Plantation Activities (Locations/ Details)	Lost time Accident	Restricted Work Case	Medical Treatment Case	First Aid Case	Near miss	Property Damage/ Fire	Non-Compliances Submitted by BHEL	Complied by Agency	Any other Remarks/Inputs
Day																												
Night															NA		NA	NA	NA									



Job Safety Analysis Format

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

Name of the Site		
Name of the Subcontractor		
Activity, Area		
	HAZARDS	PRECAUTION
(1)		
(Name) Submitted By	Reviewed By	Approved By
(Agency HSE)	(BHEL Execution)	(BHEL HSE)
(Date)	Execution	



FORMAT NO: HSEP:14-F33

REV NO.: 00 PAGE NO. 01 OF 3

## **Checklist for Evaluation of HSE Performance**

SL	Parameter for Measurement	M/ O	Wt	Supporting Documents
<b>1a</b>	Induction training for new workers conducted through audio-visual medium & documented ?	М	1	Induction Training Records
1b	Tool box talk conducted regularly as per plan, and documented?	М	1	Toolbox Talk Records
10	Contractor in charge and safety in charge attended safety meetings?	М	2	Minutes of Meeting
1d	Whether observations in safety meetings are complied before next meeting?	М	2	-do-
1e	Preparation and submission of Monthly HSE report within stipulated time	М	1	Report submission date
<b>1</b> f	Preparation and submission of Incident/near-miss report and RCA Report (as applicable) within stipulated time	М	1	Incident/ Near Miss Records
<b>1</b> g	Carrying out Inspections and submission of Inspection reports within stipulated time	М	1	Inspection Records
1h	Regular Job Specific Training ensured for High Risk Workers (through audio-visual medium) as per plan	М	1	Training & Attendance Records
2a	Whether the contractor is registered under BOCW	М	2	BOCW Registration Certificate
2b	Availability of Qualified safety officer (1 for every 500 labour)	М	2	Safety Officer qualification & experience records
20	Availability of Qualified safety supervisor (1 for every 100 labour )	М	2	Safety Officer qualification & experience records
2d	All the workers are provided and using safety helmets and safety shoes/gum boots	М	2	PPE Issue Records, Inspection/ non-conformity records
2e	Housekeeping done on regular basis and scrap removal at site	М	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
2	Availability of Tags & Inspection Certificates for Cranes of all capacities		1	Master T&P List with internal & external test details
21.2	Availability of Tags & Inspection Certificates for Winches of all capacities		1	Master T&P List with internal & external test details
21.3	Availability of Tags & Inspection Certificates, color coding for Chain pulley blocks		1	Master T&P List with internal & external test details
21.4	Availability of Tags & Inspection Certificates for Vehicles - Trailers, Dozers, Dumpers, Excavators. Mixers etc.		1	Master T&P List with internal & external test details
21.5	Availability of Tags & Inspection Certificates for Welding machines, grinders, Drilling machines, etc.		1	Master T&P List with internal & external test details
21.6	Availability of Tags & Inspection Certificates, colour coding for Wire rope slings etc.		1	Master T&P List with internal & external test details
21.7	Availability of Tags & Inspection Certificates for Batching plants		1	Master T&P List with internal & external test details



FORMAT NO: HSEP:14-F33

REV NO.: 00 PAGE NO. 02 OF 3

## **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
3p	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	М	1	
3d	Availability of rest rooms for workers at site	М	1	
3е	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 <sub>2</sub> 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
6 <u>j</u>	Availability and usage of Rubber hand gloves by electrician?		1	Inspection/ non-conformity records



FORMAT NO: HSEP:14-F33

REV NO.: 00 PAGE NO. 03 OF 3

#### **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-
79	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
<b>7</b> i	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)	М	2	Attendance records
9с	Availability of Ambulance facility 24 hours (Own or sharing basis)	М	2	-do-
9d	Is First aid trained personnel's are available and their names are displayed at site?	М	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
99	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
100	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:	
	e of Site Engineer (Permit Requesting Authority):				
	e of Work Performing Contractor:		_		
	e of Package In charge:				
Desc	ription of Work:				
	Execution Date:				
The a	above signing person(s) will be responsible to ensure a e permit to work.	that the above described work will be o	done under all the	safety precauti	ons mentioned
	ollowing 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 provid	led.			
4.	Welding machine located in a clean and dry area.				
5.	Welding machine grounded at the equipment and p provided for welding machine.	proper leakage current protection device	e (ELCB)		
6.	Emergency STOP buttons are in working condition.	. Welder /Helper knows how to operate	e it.		
7.	Welding machine input/output cables, welding holds good condition.	er and weld return clamp (Holder) are	insulated and in		
8.	Welder & Fitter trained to connect ground/work retu welding machine.	ırn clamps (Holder) to work place prior	to energization of		
9.	Gas cylinders are stacked vertically and not below twith cylinder.	the welding / cutting area. Regulator ke	ey is available		
10.	Pressure gauges/Flash back arrestor provided and	in working condition.			
11.	Personal Protective equipment Minimum applicable shoes, leather gloves, long sleeve and nose mask -		ng helmet, safety		
12.	In case of pits, water removed from the pit and woo	od/rubber insulation provided.			
13.	Safety signboards are in place.				
14.	Adequate and Suitable nos. of fire fighting extinguis	sher provided.			
15.	Nearby combustible material removed. Housekeepi	ing done.			
16.	Other				
			_	_	
	e of Contractor Safety Officer:ewed and approved by BHEL Site Engineer (Permi		Da	ate:	1 ime:
	ewed and approved by BNEL Site Engineer (Fermi e:	• • • • • • • • • • • • • • • • • • • •	Date:	Ti	me:
	e of BHEL Safety Representative:				
I und	erstand the precaution to be taken as described above upervision by following all precaution and Safety Rules	e and as per project requirement and I			
-	e of Work Performing Authority:		Date:	Time	):
Perm	it Cancellation:				
I here	eby declare that the work is complete, all workers und	er my control have been withdrawn an	d the site restored	to safe tidy cor	ndition.
Name	e of Work performing Authority:	Sign:	Date:	Time:_	
Name	e of Site Engr. (Permit Requesting Authority):	Sign:	Date:	Time:	
Name	e of BHEL Site Engr. (Permit Issuing Authority):	Sign:	Date:	Time:	
	(This perr	mit is valid only for the date it is issued	)		
Origi	nal at BHEL site Second	Copy - BHEL SAFETY	Third Copy : C	ontractor	



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	
Perfo	orming Contractor:			
Name	e of Package In charge:	Sign:	Date	):
Desc	ription of Work:			
	Execution Date:			
	above signing person(s) will be responsible to ensu autions mentioned on the permit to work.	re that the above described work w	vill be done under all	the safety
The f	ollowing precautions are to be taken:			
No.	Item		Yes	Not required
1.	Crane used for lifting activity tested, certified and appro-	ved for rated lifting		
2.	All lifting tackles, gears/appliances are tested and certifi	ed for lifting works.		
3.	Crane operator is trained and competent for lifting opera	ation.		
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	l.		
8.	Minimum 2 guidelines have been provided for balancing	g and guiding jobs to be lifted.		
9.	Periphery area of crane booms as well as lifting job is be posted.	arricaded and unauthorized/no-entry si	gn board	
10.	Rigger and signal man is trained and competent for lifting	ng work.		
11.	No lifting activity to be carried out during lightening, hea	vy wind/rain.		
12.	If scaffolding to be used during lift, scaffolding with valid	I tag available for use.		
13.	Double lanyards safety harness/belt checked an in work	king condition.		
14.	Safety shoes (non-slip), helmet with chin strap available	e with employees.		
15.	Others.			
Name	e of Contractor Safety Officer:	Sign:	Date:	Time:
	ewed and approved by BHEL Site Engineer (Per		Datc	111110.
	e:		Date:	Time:
	e of BHEL Safety Representative:			
	lerstand the precaution to be taken as described ab uted under my supervision by following all precautio		t and hereby confirm	that work will be
	e of Work Performing Authority:		Date:	Time:
Perm	nit Cancellation:			
I here	eby declare that the work is complete, all workers unition.	nder my control have been withdra	wn and the site resto	ored to safe tidy
Name of Work performing Authority:		Sign:	Date:	Time:
	e of Site Engr. (Permit Requesting Authority):			
Name	e of BHEL Site Engr. (Permit Issuing Authority):	Sign:	Date:	Time:

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



SAFETY WORK CLEARANCE	Permit no.
Project:	Emergency Contact Nos:
Subcontractor:	

# WORKING AT HEIGHT PERMIT

Alca.		Date:	Ti	me:	
Name	e of Site Engineer (Permit Requesting Authority):		Sign: I	Name of Work	
Perfor	rming Contractor:				
Name	of Package In charge:	Sign:		)ate:	
Descr	iption of Work:				
	Execution Date:Ti				
	bove signing person(s) will be responsible to ensure to utions mentioned on the permit to work.	tnat the above described work	wiii be aone unaer	all the safety	
The fo	ollowing precautions are to be taken:				
No.	Item		Yes	Not required	
1.	All workers on job are medically fit for working at height (Pe	erson should not have vertigo)			
2.	Scaffolding with valid tag available for use				
3.	Safety harness with life line support/ fall arrester are checked	ed and in working condition			
4.	Safety shoes ( non-slip), Helmet with chin strip available wi	th employees			
5.	Safety nets are provided as per design and provided 25 ft.	below working area & extending 8	3 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 plat	form.			
12.	Electrical cable, welding Hose/Compressed air hose proper	rly secured and lay down without	obstruction.		
13.	Signboards provided on working platforms				
14.	Hazards in the vicinity are identified and communicated to t	the worker.			
15.	Other				
Mana	of Contractor Cotate Officers	C: mm.	Deter	Time	
	e of Contractor Safety Officer:ewed and approved by BHEL Site Engineer (Permit		Date	Time:	
	e:		Date:	Time <sup>.</sup>	
	e of BHEL Safety Representative:				
I unde	erstand the precaution to be taken as described above uted under my supervision by following all precaution a	e and as per project requireme			
Name	e of Work Performing Authority:	Sign:	Date:	Time:	
Perm	it Cancellation:				
I here condi	by declare that the work is complete, all workers under tion.	er my control have been withd	rawn and the site re	estored to safe tidy	
Name of Work performing Authority:					
Name of Site Engr. (Permit Requesting Authority):					
	e of BHEL Site Engr. (Permit Issuing Authority):	٥٠	ъ.	<del></del> -	

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



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

# **General Conditions of** Contract BHARAT HEAVY ELECTRICALS LIMITED

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# **CHAPTER -1**

# 1. GENERAL INSTRUCTION TO TENDERERS

#### 1.1. DESPATCH INSTRUCTION

- The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. (For E-Tender, bidders shall use electronic Signature viz Digital Signature Certificate while uploading on the e-procurement portal. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- iii) Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This integrity pact shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with BHEL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

#### 1.2. SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
- 1.2.2 Tenders submitted by post (i.e. by 'REGISTERED POST / by COURIER') shall be sent with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances. Offers received by Email shall be considered as per terms of NIT. E-Tenders shall be submitted through E-Procurement portal as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.
- 1.2.3 Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorized representatives who would like to be present (In case of Manual Tenders). BHEL reserves the right to go ahead with opening of the Tender even in case of no representative is present on the specified date and time. For e-tenders, bidders may mark their presence online through provisions available in e-procurement portal.

- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed about the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids (In case of Manual Tenders). BHEL's decision in this regard shall be final and binding.
- 1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

The tenderer may get aware about weather conditions, contingencies & other circumstances which may influence or affect their tender prices. Invariable of inspection by the tenderer, the tenderer shall be considered deemed acquainted with all site conditions such as rain patterns, hazardous conditions, soil patterns, local factors etc. Tenderer to have satisfied himself in all respect before quoting his rates and no claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

#### 1.3. LANGUAGE

- 1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. Tenderers are requested to refer the clauses of NIT/Vol-II "Price Bid" for more details. For the purpose of the tenders, the metric system of units shall be used
- 1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

#### 1.4 PRICE DISCREPANCY:

- 1.4.1 **Price Bid opening**: During opening of price bids (submitted through conventional method or through E-Procurement system), if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
- 1.4.2 **Reverse Auction**: In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. (Guidelines as available on <a href="https://www.bhel.com">www.bhel.com</a> on "supplier registration page".).

#### 1.5 QUALIFICATION OF TENDERERS

- i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered.
- iii) The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com. (Refer clause 28.0 of NIT)
- iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

#### 1.6. EVALUATION OF BIDS

i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-

Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.

- ii) In case the same qualifying experience is claimed by more than one agency, then:
  - a. The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job.
  - b. However, if the same is on account of subletting part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.
- iii) In case the qualifying experience is claimed by private organizations (sub-agency) based on 'Work Order' and 'Experience Certificates' from a non-BHEL organization (main agency), then it shall be the responsibility of sub-agency to submit (in addition to the experience certificate from main agency) relevant certificate regarding qualifying experience from the end Customer or the Turnkey-Contractor (if any) who has awarded the work to main agency, as a proof for having executed subject qualifying work. BHEL reserves the right to ask for any other proof for the said job.
- iv) Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.
- v) Price Bids of shortlisted bidders shall only be opened either through the conventional/electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.
- vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder either through system generated e-mail or through letter/e-mail.
- vii) Bidders are advised to also refer to clause no 2.9.4 regarding evaluation of their performance in ongoing projects for the current tender.

#### 1.7. DATA TO BE ENCLOSED

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

i) INCOME TAX PERMANENT ACCOUNT NUMBER

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.

#### ii) ORGANIZATION CHART

The organization chart of the tenderer's organization, including the names, addresses and contact

information of the Directors/Partners shall be furnished along with the offer.

iii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.

#### iv) IN CASE OF INDIVIDUAL TENDERER:

His / her full name, address, PAN and place & nature of business.

#### v) IN CASE OF PARTNERSHIP FIRM:

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

#### vi) IN CASE OF COMPANIES:

- a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
- b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

#### 1.8 AUTHORIZATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Volume-I D) shall be submitted.

#### 1.9 EARNEST MONEY DEPOSIT

- 1.9.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
  - i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.
  - ii) The EMD is to be paid only in the following forms:
    - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
    - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
    - c) Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).
    - d) 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 offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.

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. (a) to (d) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.

- iii) No other form of EMD remittance shall be acceptable to BHEL.
- 1.9.2 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/ LOA/ Contract.
    - 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/ contractors" and forfeited/ released based on the action as determined under these guidelines.

- 1.9.3 EMD shall not carry any interest.
- 1.9.4 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- 1.9.5 Cash portion of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/ FDR shall be retained by BHEL until the receipt of at least 50% of the Security Deposit.

#### 1.10 SECURITY DEPOSIT

- 1.10.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value.
- 1.10.2 The security Deposit should be furnished before start of the work by the contractor.
  - Note: In case of small value contracts not exceeding Rs. 20 lakhs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50% Security Deposit.
- 1.10.3 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in 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) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/ pledged, as applicable, in favour of BHEL).
  - iv) 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.
  - v) Fixed Deposit Receipt 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).
  - vi) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

**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.

- 1.10.4 The Security Deposit shall not carry any interest.
- 1.10.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.
- iii) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.
- 1.10.6 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + Guarantee Period + 3 months, and the same shall be kept valid by proper renewal by the contractor till the acceptance of Final Bills of the Contractor by BHEL.
- 1.10.7 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.
- 1.10.8 Bidder agrees to submit security deposit required for execution of the contract within the time period mentioned. In case of delay in submission of security deposit, enhanced security deposit which would include interest (Base rate of SBI + 6%) for the delayed period, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest

#### 1.11 RETURN OF SECURITY DEPOSIT

Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

#### 1.12 BANK GUARANTEES

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee shall be submitted to Subcontracting Department of the respective Region of BHEL.

#### 1.13 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

#### 1.14 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by Bharat Heavy Electricals Limited.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by BHEL.

#### 1.15 REJECTION OF TENDER AND OTHER CONDITIONS

- 1.15.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:
  - a. To reject any or all of the tenders.
  - b. To split up the work amongst two or more tenderers as per NIT.
  - c. To award the work in part if specified in NIT.
  - d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- 1.15.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 1.15.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (hold/banning) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with clause no. 9.0 of the 'NIT'. The decision of BHEL will be final in this regard.
- 1.15.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.15.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

- 1.15.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.15.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.15.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site in charge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.15.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders, in case of Conventional/ Paper bid.
- 1.15.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- 1.15.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

#### 1.16 INTIMATION OF CHANGE OF NAME/RE-CONSTITUTION OF THE ORGANIZATION

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

Further, the new entity has to intimate BHEL in writing that they will honor all the earlier commitments in respect of the subject contract.

# **CHAPTER-2**

- 2.1 **<u>DEFINITION</u>**: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires
- i) BHEL shall mean Bharat Heavy Electricals Limited (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI 110 049, or its Power Sector Regional Offices or its Authorized Officers or its Site Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- ii) "EXECUTIVE DIRECTOR" or "GENERAL MANAGER (In- charge)" or "GENERAL MANAGER" shall mean the Officer in Administrative charge of the respective Power Sector Region.
- iii) "COMPETENT AUTHORITY" shall mean BHEL Officers who are empowered to act on behalf of BHEL.
- iv) "ENGINEER" or "ENGINEER IN CHARGE" shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes 'CONSTRUCTION MANAGER' or 'SITE INCHARGE' as well as Officers at Site or at the Headquarters of the respective Power Sector Regions.
- v) "SITE" shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
- vi) "CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
- vii) "CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.
- viii) "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.
- ix) "GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.

- x) "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
- xi) "LETTER OF INTENT/ AWARD" shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
- xii) "COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
- xiii) "PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.
- xiv) "EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
- xv) "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
- xvi) "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- xvii) "WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
- xviii) "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
- xix) "HEADING" The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
- xx) "MONTH" shall mean calendar month unless otherwise specified in the Tender.
- xxi) 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.
- xxii) "COMMISSIONING" shall mean the synchronization testing and achieving functional operation of

- the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.
- xxiii) "WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
- xxiv) "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
- xxv) 'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.
- xxvi) 'EXECUTED CONTRACT VALUE' shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include PVC, ORC, Extra Works and Taxes.
- xxvii) "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender.
- xxviii) "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.
- xxix) "TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract.
- xxx) "DE MOBILIZATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.
- xxxi) "RE MOBILIZATION" shall mean the resumption of work with all resources required for the work after demobilization.

#### 2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 2.21.1.1 of this contract, the Civil Court having original Civil Jurisdiction at Delhi for PSNR, at Kolkata for PSER, at Nagpur for PSWR and at Chennai for PSSR, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

#### 2.3 ISSUE OF NOTICE

#### 2.3.1 Service of notice on Contractor

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by **Registered Post/Speed Post to or leaving the same at** the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

#### 2.3.2 Service of notice on BHEL

Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.

#### 2.4 USE OF LAND

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

#### 2.5 COMMENCEMENT OF WORK

- **2.5.1** The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.
- 2.5.2 If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- **2.5.3** All the work shall be carried out under the direction and to the satisfaction of BHEL.

#### 2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

- **2.6.1** All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.
- 2.6.2 For progress running bill payments: The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.
- 2.6.3 These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.
- 2.6.4 Based on the above quantities, contractor shall prepare the bills, along with statutory documents, in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.
- **2.6.5** All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.
- **2.6.6** Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.
- 2.6.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the

Contractor.

- 2.6.8 The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/ used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.
- **2.6.9** If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.
- 2.6.10 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.
- 2.6.11 Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.

#### 2.7 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- 2.7.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.
  - 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 fulfill his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions.
- **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' (this period can be reduced in case of urgency or increased otherwise) by BHEL in any of the following cases:
  - i). 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 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.

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)] x 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.

2.7.2.2 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 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.
- 2.7.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.
- 2.7.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the GCC.
- 2.7.6 While every endeavor will be made by BHEL to this end, they (BHEL) cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.
- 2.7.7 BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:
  - i) suspension of work(s) at a Project either by BHEL or Customer, or
  - ii) where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months

In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to get the balance works done at the Risk & Cost of the Contractor. Duration of the contract/time extension shall be revised suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

2.7.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts etc. due to

which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract in any of the following cases:

- a) The balance works (including but not limited to Trial Operation, PG Test etc.) are minor vis a vis the scope of work envisaged as per the contract.
- b) There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL).
- c) The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor.

At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone/stage payments like Trial Operation/PG Test etc.) as decided by BHEL, shall however be reduced from the final contract value.

**Note:** The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract as per clause no. 2.7.8 (b) above.

#### 2.7.9 **VOID**

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

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

- **2.8.1** As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
- 2.8.2 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- 2.8.3 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.

- 2.8.4 The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V or as applicable) issued by the Principal Employer/Customer.
- **2.8.5** The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 2.8.6 While BHEL would pay the inspection fees and Registration fees of Boiler/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.
- **2.8.7** Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- **2.8.8** The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- **2.8.9** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- **2.8.10** The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- **2.8.11** All the properties/equipments/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.
- 2.8.12 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc. the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor.
- 2.8.13 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract.
- **2.8.14** Any delay in completion of works/or non-achievement of periodical targets due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- **2.8.15** The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

2.8.16 All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.

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

Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer.

- 2.8.17 The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose, if so called for.
  Contractor shall create awareness amongst their workforce by helping & encouraging in opening bank accounts and to encourage them to adopt digital mode of transactions. While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.
- **2.8.18** In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- **2.8.19** Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.
- **2.8.20** The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Client whichever is earlier.
- 2.8.21 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.
- 2.8.22 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

- 2.8.23 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
- 2.8.24 The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.
- **2.8.25** For all works having contract value of Rs. 5,00,000/- or above, 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.
  - a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
  - b) 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.
  - c) 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)
  - d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.
- **2.8.26** Contractor shall be fully responsible for their T&Ps and other material mobilized at site. In any case, BHEL shall not be liable for any damage/loss/misuse of any item(s) belong to the contractor.
- 2.9 **VOID**
- 2.10 VOID
- 2.11 **VOID**
- 2.12 OVERRUN COMPENSATION Not Applicable
- 2.13 Interest Bearing Recoverable Advances Not Applicable

- 2.14 **VOID**
- 2.15 Extra Works Not Applicable
- 2.16 Supplementary Items Not Applicable
- 2.17 Price Variation Compensation- Not Applicable

#### 2.18 INSURANCE

- 2.18.1 BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.
- 2.18.2 It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
- 2.18.3 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 2.18.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.

#### 2.19 STRIKES & LOCKOUT

- 2.19.1 The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, BHEL shall have the right to get the work executed through any other agencies at risk and cost of contractor under Clause 2.7.
- 2.19.2 For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

#### 2.20 FORCE MAJEURE

- 2.20.1 "Force Majeure" shall mean circumstance which is: a) beyond a party's control, b) The party could not reasonably have provided against before entering into the contract, c) Having arisen, such party could not reasonably have avoided or overcome, and d) Is not substantially attributable to the other party. Such circumstances include but not limited to
  - i) Exceptionally adverse climatic conditions at the site which are unforeseeable having regard to

- climate data available or published in the country for the geographical location of the site.
- ii) War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- iii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iv) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- v) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- vi) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radioactivity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- vii) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- 2.20.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
- 2.20.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
- 2.20.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- 2.20.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
  - i) Constitute a default or breach of the Contract.
  - ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Maieure.
- 2.20.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Contractor cannot consider deemed shortclosure after 1 year of imposition of Force Majeure.

#### 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 be addressed to the Head of the Power Sector Region issuing the Contract and 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. Within 60 days of receipt of the complete Notice, the Head of the BHEL Power Sector Region issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL Power Sector Region issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. 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 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 (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 to this GCC. 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 to this GCC 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.

#### 2.22 RETENTION AMOUNT – Not Applicable

- 2.23 **VOID**
- 2.24 **VOID**

#### 2.25 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines.

#### 2.26 SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

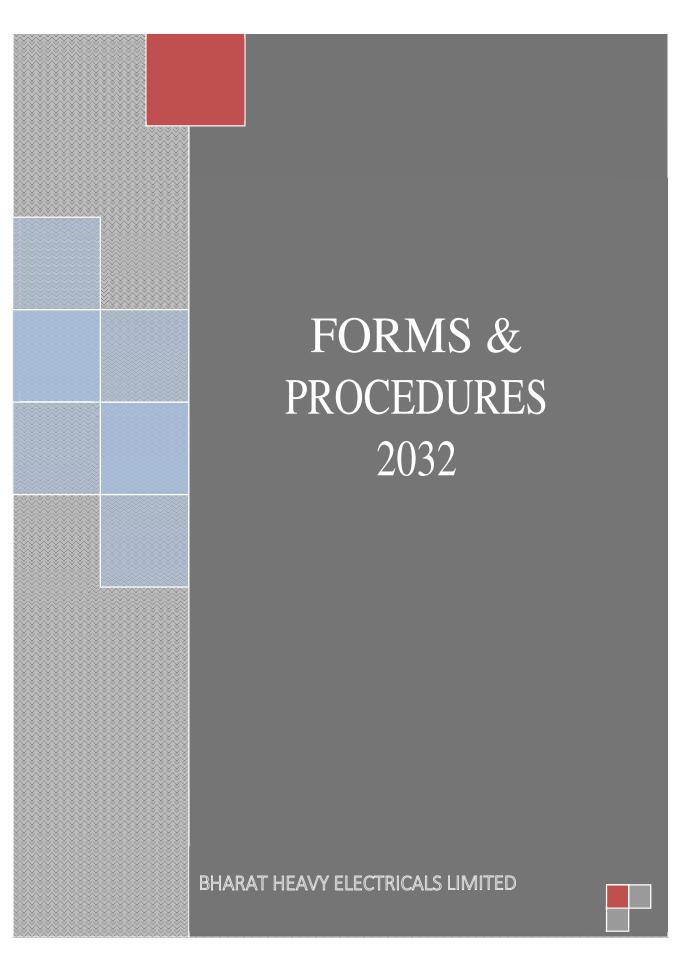
#### 2.27 LIMITATION ON LIABILITY:

Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Agreement or the Work Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries arising out of Risk and Cost, recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.

#### 2.28 OTHER ISSUES

2.28.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not

- less than Rs 100/- unless otherwise required under relevant statutes.
- 2.28.2 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.
- 2.28.3 Unless otherwise specified in NIT, offers from consortium/ JVs shall not be considered.
- 2.28.4 BHEL may not insist for signing of Contract Agreements in respect of low value and short time period contracts like providing services for Hot water flushing, Chemical Cleaning, Transportation, Geo-Technical works, Hiring of T&Ps/ Vehicles/ Equipments etc. and work shall be executed as per the terms of LOI/LOA/Work Order. BHEL may not insist for signing of Contract Agreements in respect of works costing upto Rs. 2 lakhs (upto Rs. 5 lakhs in case scheduled completion period is not more than 3 months).



# FORMS & PROCEDURES INDEX

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## OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

Form No: F-01 (Rev 00)

#### OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company / Firm of Bidder)

Offer Reference No:  Date:
To,
(Write Name & Address of Officer of BHEL inviting the Tender)
Dear Sir, Sub : Submission of Offer against Tender Specification No:
I / We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector - Southern Region. Chennai, in accordance with the terms and conditions thereof.
I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.
<ol> <li>Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL</li> <li>Notice Inviting Tender (NIT)</li> <li>Price Bid</li> <li>Technical Conditions of Contract</li> <li>Special Conditions of Contract</li> <li>General Conditions of Contract</li> <li>Forms and Procedures</li> </ol>
Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.
I / We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.
I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.
Authorised Representative of Bidder Signature: Name: Address:
Place: Date:

## DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

Form No: F-02 (Rev 00)

### DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)
To,
(Write Name & Address of Officer of BHEL inviting the Tender)
Dear Sir,
Sub: Declaration by Authorised Signatory  Ref: 1) NIT/Tender Specification No:
I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.
I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.
Yours faithfully,
(Signature, Date & Seal of Authorized Signatory of the Bidder)
Date:
Enclosed : Power of Attorney

#### NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To, (Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: No Deviation Certificate

Ref: 1) NIT/Tender Specification No:.....,

2) All other pertinent issues till date

We hereby confirm that we have not changed / modified / materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and opening of price bid submitted in the E-tendering portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

#### DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

Form No: F-04 (Rev 00)

# DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS (To be typed and submitted in the Letter Head of the Company / Firm of Bidder) To, (Write Name & Address of Officer of BHEL inviting the Tender) Dear Sir, Sub: Declaration confirming knowledge about Site conditions Ref: 1) NIT/Tender Specification No: ..... 2) All other pertinent issues till date I / We. hereby declare confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions. I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof. Yours faithfully, (Signature, Date & Seal of Authorized Representative of the Bidder) Date: Place:

#### DECLARATION FOR RELATION IN BHEL

Form No: F-05 (Rev 00)

#### **DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: <u>Declaration for relation in BHEL</u>
Ref: 1) NIT/Tender Specification No: .....,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

# Tick( $\sqrt{}$ ) any one as applicable:

 The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

- 2. The Proprieter, Partner(s), or Director(s) of our Company / Firm HAVE relation / relatives employed in BHEL and their particulars are as below:
  - (i)

(ii)

Signature of the Authorised Signatory

#### Note:

- 1. Attach separate sheet, if necessary.
- 2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder / Contractor.

NON DISCLOSURE CERTIFICATE

Form No: F-06 (Rev 00)

## NON DISCLOSURE CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

NON DISCLOSURE CERTIFICATE
I/We understand that BHEL PSSR is committed to Information Security Management System as per their Information Security Policy.
Hence, I/We M/s
To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
➤ The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSSR.
(Signature, date & seal of Authorized Signatory of the bidder)
Date:

# FORMS & PROCEDURES BANK ACCOUNT DETAILS FOR E-PAYMENT

Form No: F-07 (Rev 00)

#### BANK ACCOUNT DETAILS FOR E-PAYMENT

<u>(SI</u>	(To be given on Letter head of the Company /Firm of Bidder, and <b>ENDORSED</b> (SIGNED & STAMPED) BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)						
							_
1.	Beneficiary Name		:				
2.	Beneficiary Account No.		:				
3.	Bank Name & Branch	:					
4.	City/Place						
5.	9 digit M ICR Code of Bank Branch	:					
6.	IFSC Code of Bank Branch	:					
7.	Beneficiary E-mail ID (for payment confirmation)	:					

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same.

## FORMAT FOR SEEKING CLARIFICATION

Form No: F-08 (Rev 00)

#### FORMAT FOR SEEKING CLARIFICATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)
To,
(Write Name & Address of Officer of BHEL inviting the Tender)
Dear Sir,
Sub: Request for Clarification  Ref: 1) NIT/Tender Specification No:, 2) All other pertinent issues till date

SI no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

# FORMS PROCEDURES CAPACITY EVALUATION OF BIDDERS FOR CURRENT TENDER

\_\_\_\_\_\_

#### **CAPACITY EVALUATION OF BIDDERS FOR CURRENT TENDER**

	DESCRIPTION OF WORK (Similar to Tendered Scope)	WORK ORDER REF & DATE	CONTRACT VALUE (Rs. LACS)	NAME &	CURRENT STATUS OF THE JOB ALONG WITH LATEST MILE STONE COMPLETED	%AGE OF WORK COMPLETED	VALUE OF BALANCE WORK (Rs. Lacs)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

#### **NOTES:**

1. BIDDERS ARE REQUIRED TO	FURNISH ALL	THE JOBS OF	SIMILAR NATURE	WHICH THEY	ARE EXECUTING	(IN PROGRESS)	AT THE TIME
OF SUBMISSION OF TENDER, AS	S PER ABOVE F	ORMAT.					

2. BIDDERS HEREBY UNDERTAKE THAT THEY HAVE FURNISHED THE DETAILS SOUGHT AS PER POINT NO. 1 IN TOTALITY AND THAT THE DETAILS FURNISHED IS COMPLETE IN ALL RESPECT.

3. BHEL WILL TAKE APPROPRIATE ACTION AS DEEMED FIT , IN CASE, IT IS FOUND AT A LATER DATE THAT THE CONTRACTOR HAD SUPPRESSED THE FACTS AND HAVE NOT FURNISHED THE CORRECT & COMPLETE INFORMATIONS.

DATE:	Signature
PLACE:	Name, Designation & Seal of Bidder

-----

Form No: F-10 (Rev. 00)

### **BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)
Power Sector – Southern Region
Chennai

#### **CONTRACT AGREEMENT**

AGREEMENT NO	
NAME OF WORK	
NAME OF THE CONTRACTOR WITH FULL ADDRESS	
VALUE OF WORK AWARDED	
LETTER OF INTENT NO.	
TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION)	
SIGNATURE OF CONTRACTOR	(SIGNATURE OF BHEL OFFICER)
CONTRA	ACT AGREEMENT
Company incorporated under the C	DAY OF between MITED (A Government of India Enterprise) a companies Act, 1956, having its Registered Delhi- 110049 (herein after called BHEL) of
M/S	AND
	ractor') of the SECOND PART.

	EREAS M/sstate they have acquired and possess extensive experience in the field of And
BHE subi And cond	ereas in response to an Invitation to Tender No issued by EL for execution of the contractor mitted their offer No
THIS	S AGREEMENT WITNESSES AND it is hereby agreed by and between the ies as follows:
	That the contractor shall execute the work ofand more particularly described in Tender Specification Noincluding Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent datedand such other instructions, Drawings, Specifications given to him from time to time by BHEL.
	The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto for a sum of Rs towards satisfactory performance and completion of the Contract.
	The Contractor has furnished a Bank Guarantee bearing nodatedin favour of BHEL towards Security Deposit valid upto
	OR
	The Contractor has furnished to BHEL an initial Security Deposit of Rsin the form of cash / approved Securities/ B.G No dated for Rsexecuted by in favour of BHEL valid upto and has agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.
	OR
	The contractor has furnished to BHEL an initial Security Deposit of Rs
	The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor,

shall pay forthwith or accept recovery of Rs.---- from the bills in one

installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.------

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

- 5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
- 6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
- 7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
- 8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
- 9. That this Agreement shall be deemed to have come into force from ------ the date on which the letter of intent has been issued to the Contractor.
- 10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
- 11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

- 12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
- 13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
- 14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
- 15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

16. The following documents		
Invitation to Tender Nodocuments specified therein.	and the	
	dated	
3		
4		
5		
6. Letter of Intent No	dated	
7form part of and govern this Agre	eement.	
IN WITNESS HEREOF, the parties h presence of	ereto have respectively set their signatures in the	
WITNESS	(CONTRACTOR)	
1.	(to be signed by a person holding a valid Power of Attorney)	
2.		
WITNESS 1. 2.	(For and on behalf of BHEL)	

#### 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
То	Date
(Employer's Name and Address)	
In consideration of Bharat Heavy Electricals Limited (here expression shall unless repugnant to the context or me permitted assigns) incorporated under the Companies Ac BHEL House, Siri Fort, Asiad, New Delhi – 110049 through in Power Sector Southern Region, Tek Towers, No.11, Old Mah	caning thereof, include its successors and ct, 1956 and having its registered office at its unit at Bharat Heavy Electricals Limited, nabalipuram Road, Okkiyam Thoraipakkam,
Chennai - 600097 having agreed to exempt	$\_\_\_$ (Name of the Vendor /
Contractor / Supplier) with its registered office at which term includes supplier), from demand under the te	_² (hereinafter called the said "Contractor"
vide Letter of Intent (LOI) reference No	_
at Rs4 (Rupees	only) <sup>4</sup> (hereinafter called the
said Contract), of Security Deposit for the due fulfilment	
conditions contained in the said Contract, on production of	of a Bank Guarantee for Rs5
(Rupees only),	
We, the	having our Head Office at o as the Bank), at the request of the Guarantor under this Guarantee, do with and immediately pay to the Employer, y demur, immediately on demand from the
Any such demand made on the bank, shall be conclusive at the Bank under this guarantee. However, our liability undamount not exceeding Rs5.	• , , , ,
We undertake to pay to the Employer any money so do disputes raised by the Contractor(s) in any suit or proceedi Arbitrator or any other authority, our liability under this	ng pending before any Court or Tribunal or
The payment so made by us under this guarantee shall be a hereunder and the Contractor(s) shall have no claim agains	
We, further agree that the guarantee herein contained shaperiod that would be taken for the performance of the sai enforceable till all the dues of the Employer under or by paid and its claims satisfied & the Employer certifies that th have been fully and properly carried out by the said cont discharge of this guarantee by the Employer, whichever is a force upto and including	id Contract and that it shall continue to be virtue of the said Contract have been fully be terms and conditions of the said Contract tractor(s) or acceptance of the final bill or

on or before the
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:
Notwithstanding anything to the contrary contained hereinabove:
Notwithstanding anything to the contrary contained hereinabove:  a) The liability of the Bank under this Guarantee shall not exceed
Notwithstanding anything to the contrary contained hereinabove:
Notwithstanding anything to the contrary contained hereinabove:  a) The liability of the Bank under this Guarantee shall not exceed
Notwithstanding anything to the contrary contained hereinabove:  a) The liability of the Bank under this Guarantee shall not exceed
Notwithstanding anything to the contrary contained hereinabove:  a) The liability of the Bank under this Guarantee shall not exceed
Notwithstanding anything to the contrary contained hereinabove:  a) The liability of the Bank under this Guarantee shall not exceed
Notwithstanding anything to the contrary contained hereinabove:  a) The liability of the Bank under this Guarantee shall not exceed

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).

# BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE

Form No: F-12 (Rev 00)

# BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE

B.G. No. Date
This deed of Guarantee made this
WHEREAS M/s(hereinafter referred to as ne Contractor) have entered into a Contract arising out of Letter of Intentiondtd(hereinafter referred to as "the Contract") for the lame of work > with the Company.
AND WHEREAS the Contract inter-alia provides that the Company vill pay to the Contractor interest bearing advance of Rs only) on certain terms and conditions specified in the Contract subject to the Contractor furnishing a Bank Guarantee for Rs only) in favour of the Company.
AND WHEREAS the Company has agreed to accept a Bank Guarantee from a Bank to cover the said advance.
AND WHEREAS the Contractor has approached the Guarantor and inconsideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafted nentioned in favour of the Company.
NOW THIS DEED WITNESSES AS FOLLOWS:-  (1) In consideration of the Company having agreed to advance a sum of Rs (Rupees only to the Contractor, the Guarantor do hereby guarantee the due recovery by the Company of the said advance with interest thereon as provided.

# BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE

according to the terms	and conditions	of the Contract.	If the said
Contractor fails to utilise	the said advance	for the purpose o	f the Contract
and /or the said advance	e together with inte	rest as aforesaid	is not fully
recovered by the Comp.	any the Guarantor	do hereby unco	nditionally and
irrevocably undertake to	pay to the Compa	any without dem	nur and merely
on a demand, to the	extent of the	said sum of	Rs
(Rupees	only) any claim	made by the Con	npany on them
for the loss or damage cau	ised to or suffered	by the Company	by reasons of
the Company not being ab	le to recover in full	the advance w	ith interest as
aforesaid.			

- (2) The decision of the Company whether the Contractor has failed to utilise the said advance or any part thereof for the purpose of the Contract and / or as to the extent of loss or damage caused to or suffered by the Company by reason of the Company not being able to recover in full the said sum of Rs. with interest if any shall be final 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.
- (3)The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the Contract or extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor and either enforce or forebear from enforcing any of the terms and conditions governing the Contract or securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reasons of time being given to the Contractor or any other on the part of the Company or any forbearance, act or commission indulgence by the Company to the Contractor or of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this quarantee.
- (4) The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period till the Company discharges this Guarantee, subject to however, that the Company shall have no claim under this Guarantee after\_\_\_\_\_ 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, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor not withstanding the fact that the same is enforced after the expiry of the said period.

## BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE

(5)	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.
(6)	It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealised.
(7)	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.
(8)	Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts at Chennai only.
(9)	The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf under the Power of Attorney dated (To be incorporated by the Bank) granted to him by the proper authorities 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)
DAT	Ευ.

SEAL

Notes:

- 1. The 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 BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted, under sealed cover.

# FORMS & PROCEDURES FORM for EXTENSION OF VALIDITY OF BANK GUARANTEE

Form No: F-13 (Rev 00)

#### FORM for EXTENSION OF VALIDITY OF BANK GUARANTEE

- 1. To be typed on non judicial Stamp Papers of value as applicable in the State of India from where the BG has been issued or the State of India where the BG shall be operated
- 2. The non judicial stamp papers shall be purchased in the name of the Party on whose behalf the BG is being issued or the BG issuing Bank

BANK GUARANTEE No: Date:
То
(Write Designation and Address of Officer of BHEL inviting the Tender)
Dear Sir
Sub: Validity of Bank Guarantee No:
At the request of M/s, we Bank, having its branch Office at
Except as provided above, all other terms and conditions of the Original Bank Guarantee No
Kindly treat this extension as an integral part of the original Bank Guarantee to which it would be attached.
Yours faithfully
Signature  Name & Designation  Power of Attorney / Signing Power No Seal of Bank

INDEMNITY BOND

Form No: F-21 (Rev 00)

#### INDEMNITY BOND

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxxxx in favour of M/s Bharat Heavy Electricals Limited, 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

Power Sector- Southern Region, 690, Anna Salai, Nandhanam, Chennai-35,

Tamilnadu. (Hereinafter referred to as the Company)

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <xx Months > i.e till <xx xx xxxx>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor, the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Company).

#### INDEMNITY BOND

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

The Contractor further agree that the Company shall be entitled to with hold and adjust the Security Deposit and/or with hold and adjust payment of Bills of Contractor pertaining to this Contract against any payment which the Company has made or is required to make for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

The Contractor further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :

- 1. breach of terms of contract by the contractor
- 2. breach of laws by the contractor
- 3. breach of Intellectual property rights by the contractor
- 4. breach of confidentiality by the contractor

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor. That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Company.

In witness where of M/s xxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxx.

#### Witness:

1

2

### **CONSORTIUM AGREEMENT**

Form No: F-22 (Rev 00)

### **CONSORTIUM AGREEMENT**

(To be executed on Rs. 50/- Non – Judicial Stamp Paper)

THIS AGREEMENT is made and executed on this	is day of	, by
and between (1) M/s,	( The First Party, i.e, the	Bidder)
a company incorporated under the Company's		
office at(herein at	fter called the "Bidder",	which
expression shall include its' successors, adminis	trators, executors and pe	rmitted
assigns) and (2) M/s	, (The Second Party, i	.e, the
associates), a company incorporated under the	Company's Act 1956, have	ing its
registered office at	(herein after called	the "
Associates", which expression shall include	its' successors, adminis	trators,
executors and permitted assigns).		
WHEAEAS the Owner, Bharat Heavy Electrica	ls Ltd, a Government of	f India
Undertaking, proposes to issue / issued an NIT	(herein after referred to	as the
said NIT) inviting bids from the individual Bidd	ers for undertaking the v	vork of
, at (herein aft	ter referred to as the said v	works).
WHEREAS the said NIT enables submission of a	a bid by a Consortium sub	ject to
fulfillment of the stipulations specified in the said	-	
AND WHEREAS M/s	(The First Party, i	i.e, the
Bidder) will submit its proposal in response to the		
Owner for		-
the Bid doc. no. < TENDER REF>		
AND WHEREAS M/s	(The First Party, i.e the	Bidder)
itself is meeting all the qualifying requirements ex		
of (as detailed	d in the NIT) and in order	to fully
meet the qualifying requirements of NIT, this tie	e-up agreement is being e	entered
into with M/s (The	Second Party, the Asso	ciates),
who fully meet the balance part of the said works	s (	).

### **CONSORTIUM AGREEMENT**

WHEREAS the First Party and the Second Party are contractors engaged in the business of carrying out various items of works. WHEREAS the two parties have agreed to constitute themselves into a consortium for the purpose of carrying out the said works, and that the consortium will be continued till the completion of the works in all respects.

WHEREAS the parties have agreed to certain terms and conditions in this regard:

#### NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- First and Second parties hereby constitute themselves into a Consortium for the purpose of bidding and undertaking the said works pursuant to the said NIT as hereinafter stated.
- 2. The First Party will be the leader (Lead Partner) and will be responsible for the entire works.
- 3. The First Party shall undertake the following part(s) of work detailed in the NIT namely \_\_\_\_\_
- 4. The Second Party shall undertake the following part(s) of work detailed in the said NIT namely \_\_\_\_\_\_
- 5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.
- 6. It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule. Further, if the Employer / Owner sustains any loss or damage on account of any breach of the Contracts, we the, Consortium partners individually and severally undertake to promptly indemnify and pay such losses / damages caused to the Employer/Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

### **CONSORTIUM AGREEMENT**

- 7. The parties hereby agree and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Equipments (MMEs), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.
- 8. It is agreed interse between the parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided however, so far as M/s Bharat Heavy Electricals Limited is concerned, all the parties shall be liable jointly and severally.

IN WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at \_\_\_\_\_(Place) .

WITNESS For

1. NAME (FIRST PARTY)

2. OFFICIAL ADDRESS

WITNESS For

- 1. NAME (SECOND PARTY)
- 2. OFFICIAL ADDRESS

[The successful bidder shall have to execute the "JOINT DEED OF UNDERTAKING" in the format to be made available by BHEL at the time of awarding].

# REFUND OF SECURITY DEPOSIT

Form No: F-23 (Rev 00)

### **REFUND OF SECURITY DEPOSIT**

BHEL S	onstruction Manager Site Office,	
Dear Si	Sir,	
Ref : C	Refund of Security Deposit Contract No:,	
dated .	have submitted Final Bill in respect of the above Contract/Work	
1.	etails of Security Deposit are as below: Cash Portion : BG Portion :	
Thankir	ing You	
Date: _		thorised representative of Contractor
2.	Security Deposit to be refunded:  a. Cash Portion: b. BG Portion :  Less  a. Amount spent by BHEL on behalf of Contractor: b. Payments made by BHEL on behalf of Contractor: c. Other recoveries for Services etc d. Any other recoveries e. Total of 'a' to 'd':  Net Amount to be released (1-2) :  Certified that a. The payment recommended for release is in order and those included in the claim outstanding from the Contract Guarantee period of	ractor nenced wef :
-	ure of BHEL Engineer	Construction Manager

### **REFUND OF GUARANTEE MONEY**

Form No: F-24 (Rev 00)

### **BHARAT HEAVY ELECTRICALS LIMITED POWER SECTOR, SOUTHERN REGION**

		REFUND OF GUARANTEE N	<b>MONEY</b>		
Ref	No	y:		Date:	
	1.	Name and Address of Contractor	:		
	2.	Contract Agreement/LOI No	:		
	3.	Date of Contract Agreement/LOI	:		
	4.	Name of the Work undertaken	:		
	5.	Date of commencement of the Work	:		
	6.	Date of Completion of the Work	:		
	7.	Period of Maintenance (Guarantee Period)			
	8.	Date on which the Final Bill was paid	:		
	9.	Last date of making good the defect : during Maintenance Period			
	10.	Expenditure incurred by BHEL during Maintenance Period, if any, recoverable	:		
	11.	Date on which Guarantee Money refund falls due as per Contract	:		
	12.	Amount of Guarantee Money to be refunded	:		
	13.	Less Amounts recoverable (with details)			
		a. Amount spent by BHEL on maintenance	:		
		b. Payments made by BHEL on behalf of Contrac	ctor:		
		c. Court dues/penalties/compensation	:		
		d. Other recoveries for Services, etc	:		
		e. Total of 'a' to 'd'	:		
	14.	Net Amount recommended for release (12-13)	:		

Signature of BHEL Engineer

Date:	

### **REFUND OF GUARANTEE MONEY**

### CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR

work done Contract A and the pa	or fo Agree ayme	o claim or demand outstanding against BHEL, for the relation relation or material supplied or any other account arising out of or connected with the ment / LOI (No dated dated nt of this bill shall be in full and final settlement of all my/our claims and demands eposits' of the Contract Agreement / LOI referred to.
Date:		Signature of Contracto
CERT	IFICA	ATE TO BE FURNISHED BY SENIOR ENGINEER/CONSTRUCTION MANAGER
1. Ce	ertifie	d that
	a.	The payment recommended for release is in order and there are no demands othe than those included in the claim outstanding from the Contractor
	b.	Maintenance period (Contract Guarantee period) is over and the Contractor has carried out the works required to be carried out by him during the period o maintenance (Guarantee) to our satisfaction, and all expenses incurred by the Company on carrying out such works have been included for adjustment
	C.	All objections raised so far have been settled
	d.	A note for refund of Guarantee Amount has been made in the Measurement Book and Contract Agreement / Work Order
Signature	of BH	HEL Engineer  Construction Manage
Date:		
		FOR USE IN ACCOUNTS DEPARTMENT
Passed for	r Rs_	( Rupees only)
Accountan	-	Accounts Officer
		ACKNOWLEDGE BY THE CONTRACTOR  in full and final settlement of my / our claim
Date:		Signature of Contracto

# FORMS & PROCEDURES POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT AGREEMENT

Form No: F-25 (Rev 00)

# POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT AGREEMENT

(To be typed	on non judicial Stamp	Papers of appropriate	value as applicable and Notarised)
and appoint Mr true and lawful Attor 'Company', for submit and to do necessary l Power Sector Souther Mahabalipuram Road,	rney of M/sting Tender/entering awful acts on beha n Region, No 11, T Chennai-97.in.conr	, whose signates of the contract and life of Company with EK Towers, Okkiyanection.with	
	vide Tender		·
as may be lawfully do	ne by the said atto , by virtue of the po	orney and by or on owers conferred her	acts, deeds, things or proceedings behalf of the company and in the rein and the same shall be binding
IN WITNESS WHERE manner hereinafter ap			has been hereunto affixed in the
Dated at	, this	day of	
Director / CMD / Partn	er / Proprietor		
		Si	gnature of Mr(Attorney)
Witness		Attested by:	Director/CMD/Partner/Proprietor
			Notary Public

Form WAM 6

### BHARAT HEAVY ELECTRICALS LIMITED

DIVISION

Departmental Bill no:

**Running Account Bill** 

(Para 4.31.1 of Works Accounts Manual)

Name of the Contractor:

Name of the Work:

Division:

Dated:

Date: Sub-Division:

Sanctioned Estimate:

Date of written order to commence the work: Date of commencement of the Work:

Code No: Contract Agreement No:

Due date of completion as per Agreement:

1. ACCOUNT OF WORK EXECUTED

On account pay for work not pre previously meas	viously	Item No of	Description of Work	Quantity as per agree- ment	Quantity executed up to date	ecuted on the since the basis of p to basis of last actual		on the since the basis of	Remarks		
Total since I As per runnin Running account Account bill bill	g up to							measure- ment up to date	account bill	since last running account bill	
Rs. Rs.	Rs.					Rs.	P.	Rs.	P.	Rs. P.	
1 2	3	4	5	6	7	8	9	10	11	12	13

<sup>\*\*1.</sup> Whenever payment is made on 'on account' basis without actual measurements the amount in whole rupees should be entered in columns 1 to 3 only and not in columns 7 to 12.

<sup>2.</sup> whenever there is an entry in column 12 on the basis of actual measurement, the whole of the amount previously paid without detailed measurement should be adjusted by a minus entry in column 2 equivalent to the amount shown in column 1, so that the total up to date in column 4 may become nil.

								Form WA	M 6 (contd)
2	3	4	5	6 7	8 9	10	11	12	13
				Total value of work done up to da	ate	(A)			
				Deduct value of work shown on th Running Account Bill	ne last	(B)			
				Net value of work done since last	t	(C)			

Form WAM 6 (contd...)

#### **II.MEMORANDUM OF PAYMENTS**

			I	II
		Rs. P.	Rs. P.	Rs. P.
1.Total value of work actually measured as per Account No. I. Column 10     2.Total up to date 'on account' payment for work covered by approximate	(A)			
Or plan measurements as per Account No. I, Column 3	(B)			
3. Total up to date secured advances on security of materials as per column 8 Of the enclosed Account (Form WAM 10)	(C)			
4.Total up to date payments [(A) + (B) + (C)]	(D)			
5.Total amount of payments already made as per Entry (D) of last Running Account Bill No  Datedforwarde to the Accounts Office on	(E)			
6.Balance [(D)-(E)]				
<ul><li>7.Payments now to be made:</li><li>a) by cash/cheque</li><li>b) by deduction for value of materials supplied</li></ul>				
c) by BHEL vide Annexure A attached				
d) by deduction for hire of tools and plant vide Annexure B attached				
e) by deduction for other charges vide Annexure C Attached				
f)by deduction on account of security deposit  h) by deduction on account of Income Tax				

Note: Amounts relating to items 4 to 6 above should be entere in column II and those relating to item 7 in column I. The amount shownagainst item 6 and the total of item 7 should agree with each other.

		Fo	orm WAM 6 (contd)
	III.CERTIFICATE OF THE ENGINEER I		, ,
			s, schedules, specifications and
connection with several items and the value of	the such work is, in no case, less than 'o	n account' payments as per column 3 of Part I	, made or proposed to be made
Signature of Contractor Date:		Signature of Engineer in o	charge
		Date:	
			(Name and Designation
Certified that all the measurements recorded in	the measurement book have been corre	ctly billed for	
Certified that all recoberable amounts in respec	ct of materials tools and plant etc, and oth	ner charges have been correctly made vide An	inexures A to C attached.
Certified for payment * of Rs  To be paid in cash/by cheque in the presence of	of		only)
The expanditure is chargeable as under and to			
			ons)
	Rs. P.	Rs. P.	,
Total			
specify the net amount payable.		Signature of Senior Engineer	
	Certified that the methods of measurement are drawings etc, forming part of the contract agree Certified that in addition to and quite apart from connection with several items and the value of for the convenience of the contractor in anticipal Signature of Contractor Date:  Certified that measurements have been check at site and also by the undersigned and the relect Certified that all the measurements recorded in Certified that all recoberable amounts in respect Certified for payment * of Rs	The measurements on which the entries in column 7 to 12 of Part I of this Bill (Account of Common 1 to 12 of Part I of this Bill (Account of Common 1 to 12 of Part I of this Bill (Account of Common 1 to 12 of Part I of this Bill (Account of Common 2 to 12 of Part I of this Bill (Account of Common 2 to 12 of Part I of this Bill (Account of Common 2 to 12 of Part I of this Bill (Account of Common 2 to 12 of Part I of this Bill (Account of Common 2 to 12 of Part I of this Bill (Account of Common 2 to 12 of Part I of this Bill (Account of Common 2 to 12 of Part I of this Bill (Account of Common 2 to 12 of Part I	III.CERTIFICATE OF THE ENGINEER IN CHARGE  The measurements on which the entries in column 7 to 12 of Part I of this Bill (Account of work executed) are based were made by

						Form WAM 6 (contd
		V.E	NTRIES TO BE MADE IN THE A	ACCOUNTS OFFICE		
Accounts Bill No	Da	ted		ALLOCATION		
	•	.Dated	Estimate		Code no:	
			Name o	f the Work:	O 4!4	
		3 Ss	Ledger Head	Debit (Gross amount)	Credit (Deductions)	
		only)	Leager Head	Rs. P.	Rs. P.	
		by cheque/cash				_
		Page				
						_
Aggistant	Accountant	Account Officer	-	Total		
Assistant Date:	Accountant Date:	Date:				
VI. Received Rs		( Rupees				only) as per
Memorandum of Payı	ments on account of	his work.				•,
Signature of witness				Rev	enue	
Address :				Star		
Date:				Sigr Date	nature of Contractor	
					,, 	
		VII. ENTI	RIES TO BE MADE BY TREASU	JRY SECTION		
Cash Book entry No	o. and date:		Amount paid	Rs		
			Amount unpaid	Rs		
			Total	Rs		
					Signature of C Date:	Cashier

Form WAM 6 (contd...) **ANNEXURE A** Statement showing details of materials issued to the contractor Shri/M/s..... In respect of Contract Agreement No .......Dated...... SI. Stores Issue Description Quantity Quantity Whether If recoverable from the contractor R No. issue voucher of material actually issued recover-Voucher No. and issued to able incorp-Rate Amount Amount Balance M No. date the from the rated at recoverrecovernow Α which and allotted by contractor in the contracable ed up to recover-R date stores to previous K work tor or recovered the SIV able S supplied bill free Rs. P. Rs. P. Rs. P. Rs. P. 1 2 3 4 5 6 7 8 9 10 11 12

	Total	
Signature of contractor Date:	Signature of Engineer in Charge Date:	Signature of Senior Engineer Date:

Form WAM 6 (contd...) **ANNEXURE B** Statement showing tools and plant issued to the contractor Shri/M/s..... In respect of Contract Agreement No .......Dated...... Description of tools Period for Rate at Amount Amount Balance Remarks and plant issued which which recoverrecovered now Issued able upto recovered recovery Is to be previous Made bill Rs. P. Rs. P. Rs. P. Rs. P. 3 4 5 6 7 8

	Total	
Signature of contractor Date:	Signature of Engineer in Charge Date:	Signature of Senior Engineer Date:

Form WAM 6 (contd...) **ANNEXURE C** Statement showing details of other recoveries to be made from the contractor Shri/M/s..... In respect of Contract Agreement No ......Dated...... **Particulars** Unit Quantity Rate Remarks Amount **Amount** Amount No recoverrecovered now able upto prerecovered vious bill Rs. P. Rs. P. Ρ. Rs. P. Rs. 2 3 5 6 7 8 9 4 Water Charges Electricity charges 2. Seignorage charges 4. Medical charges Cost of empty gunny bags and Empty containers not returned 6. 7. 8. 9. 10. Total Signature of contractor Signature of Engineer in Charge Signature of Senior Engineer Date: Date: Date:

Form WAM 6 (contd...)

### **ANNEXURE D**

	of the Contractor: of the Work:			Contract Agreement No: Date:						
SI. No.	Description of item	Unit	Quantity as per Agreement	Quantity as executed	Quantity further anticipated	Total quantity anticipated on completion	Rate as per agreement Rs. P.			
1	2	3	4	5	6	7	8			

Rate as executed	Amount as per agreement	Amount as executed	Amount further	Total amount anticipated	Difference	Reason for the deviation with		
			anticipated	on completion	Excess savings	authority, if any		
Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P. Rs. P.			
9	10	11	12	13	14 15	16		

Signature of Engineer in Charge Date:

Signature of Senior Engineer Date:

	BHARAT HEAVY ELECTRICALS LIMITED  DIVISION											
Name of 0	Contractor					Department	al Bill no			Date		
Name of	the Work					Division				Division		
Sanctione	d Estimate					Date of writt	en order to co	ommence the	work	•		
Contract Agreement/work Order No						Date of com	mencement o	of work				
				Due date of	completion a							
						Date of actu	al completion	of the work				
				I	I. ACCOUN	T OF WOF	RK EXECU	TED				
On Account previously m		the work not							Daymant on		Payment on the basis of	
Tatal as uses	Oire e le et		Itama Nia af						Payment on the basis of	Quantity	actual measurement	
Total as per last running		Total up to	Item No of the	Descripti	Quantity as	Quantity			actual	since last	since last	
account bill		date	agreement/	•	per	Quantity measuremen running executed Rate t up to date account					running account bill	
Rs.	Rs	Rs								Rs P	Remarks	
1	2	3	4	5	6	7	8	9	10	11	12	13

_													
	1	2	3	4	5	6	7	8	9	10	11	12	13

Total Value of Work Done up to date	(A)	
Deduct Value of work shown on the last running account bill	(B)	
Net value of work done since last running account bill	(C)	

Rupees (In Words)Only	
-----------------------	--

#### II MEMORANDUM OF PAYMENT

				RS.	Γ
1	Total Value of work actually measured as per Account no I coloumn 10		(A)		
De	duct amount of paym,ents already made as per last running account bill No	Dated			
2	Forwarded to the Accounts Office on	= 0.00	(B)		
3 1	Payments now to be made $\{(A), (B)\}$		(C)		
-	Payments now to be made { (A) - (B)}	D-	(C)		
	ammounts recoverable from the contractor on account of :	Rs	Р		
a	Material suplied by BHEL vide annexure A attached				
b	Hire of Tools & Plants vide Annexure B attached				
С	Other charges vide Annexure C attached				
d	Income Tax				
	Total deduction				
5 Balance					
6 Refund	of 50% of security deposite on completion of work				
7	Net amount to be paid to the Contractor				
•	Net amount to be paid to the donitation				
	III. CERTIFICATE OF THE ENGINEER IN C	CHARGE			
The mos	asurement on which the entries in coulmns 7 to 12 of Part I of this bill (Account of w	ork oxocuto	d) are based we	vro mado by	
THE HIE	assisting it on which the chilles in countils 7 to 12 of Fart 1 of this bill (Account of w	OIK EXECUTE	u) are baseu we	Te made by	
1	(Name and designation)	• • • • • • • • • • • • • • • • • • • •			
2	A statement showing the quantities of stores issued to the contractor (whether f	free or on re	covery basis) ar	nd their dienneal	l is attached
_	A statement showing the quantities of stores issued to the contractor (whether i	iicc oi oii ie	covery basis, ai	ia tricii disposal	i is attachieu
Date:			Signature of E	ngineer in charg	20
Date.			•	ngineer in charg	y c
			Designation		

	IV CERTIFICATE OF THE SEN	IOR ENGINEER
1 Certified that I have personally insp	ected the work and that the work has bee	n physically completed on the due date in accordance with the terms and
		tent by
	esignation). And by the the undersigned a	t site and relevent entries have been initiated in the measurement book (vide
2 pages)		
3	Certified that the methods of	
		cked with reference to contract drawings, deviations etc
		have been correctly billed for at the contract rates or approved rates.
		e\water, electricity charges etc, have been correctly made vide Annexures A
7 Certified that the issues of all stores as	per statement atytached (whether charge	ed to the contractor or direct to the work) have been technically checked and
		(Only). To be paid in
	ALLOCATION	
The expenditure as under and to be incl	uded in the accounts for	19
	Debit	Credit
Ledger Head	(Gross Amount)	(Deduction)
Louger Floud	Rs. P	Rs. P
	1	1.0. 1
	Total	
* Here specify the net amount payable		Signature of Senior Engineer
Tiord specify the fiet amount payable		Date

V	<b>ENTRIES</b>	TO I	RF MA	DE IN	THE	ACCO	LINTS	OFFICE
ν.	LIA I IVILO	101		VPF III		AUUU	$\mathbf{O}$	

		V. ENTRIES TO BE	WADE IN THE ACCOUNTS OFFICE		
		. Dated		ALLOCATION	
		Dated	Estimate No:		Code No
		Rs	Name of the Work		
		₹s			
		Only)	Ledger Head	Debit	Credit
				(Gross Amount)	(Deduction)
Entered in contracto	rs' Ledger no	Page		Rs P	Rs
Assistant	Accountant	Accounts officer	Total		
Date:	Date:	Date:			
VI. Received Rs	(Rupees		Only) in full and final settlement of all	monevs due under this	contract and I / we have
no further claims of t			,,		
Signature of Witness Address	3				
			F	Revenue Stamp	
			Signatu	re of Contractor	
			Date:		
		VII . ENTRIES TO E	BE MADE BY TREASURY SECTION		
	Cash bo	ook entry no and date :	Amount Paid Rs		
	- 30	<del> </del>		Rs	
			Total Rs		

Signature of Cashier

Date:

### ANNEXURE A

Part I

Sta	tement showi	ng details of ma	iterial issued	to the con	tractor Shri/M/	's						In respect of Contract
		-			r No							·
			_			Whether	ŀ	f recoverab	le fror	n contracto	or	Remarks
		Issue voucher	description			recoverabl			Aı	nount		
	Stores	No and date	of material		Quantity	e from the	Rate at	Amount	re	coverable	Balance	
	Issue	alloted by	issued to		actually	contractor	which	Recovera	bl up	oto	Now	
	voucher No	stores to the	the	Quantity	incorporated	or supplied	recoverable	е	pr	evious bill	recovered	d
SI No	and date	SIV	contractor	issued	in the work	free	Rs P	Rs P	R	s P	Rs P	
1	2	3	4	5	6	7	8	9		10	11	12

Total

Signature of Contractor Date

Signature of Engineer in charge Date

Signature of Senior Engineer Date

# ANNEXURE A

					Part II					
Sta									in respect by the agreement	of Contract
SI No 1	Stores Issue voucher No and date 2	Issue voucher No and date alloted by stores to the SIV 3	•	Quantity actually incorporated in the work 6		Amount Recoverabl e Rs P 8	Amount recoverable upto previous bill Rs P	Balance Now	Ren	narks 1
					Total					
						•	r applicable)			
	Signature of Date	of Contractor			Signatur Date	e of Enginee	r in charge		Signature of S Date	enior Engineer

#### ANNEXURE B Amount recoverabl Amount recoverable upto Balance Now Period for Description of tools & which Rate at which Recivery е previous bill recovered plants issued Rs P SI No issued is to be made Rs P Rs P Remarks 1 2 3 4 5 6 7 8 Total

Signature of Contractor

Date

Date

Signature of Engineer in charge

Signature of Senior Engineer

Date

#### 

Sr.No	Particulars	Unit	Quantity	Rate Rs. P.	Amount recoverable Rs. P	Amount recovered upto previous bill Rs. P.	Amount now recovered Rs. P.	Remarks
1	2	3	4	5	6	7	8	9

- 1 Water Charges
- 2 Electricity Charges
- 3 Seignorage Charges
- 4 Medical Charges

Cost of empty gunny bags and empty containers not 5 returned 6

8 9 10

Total

Signature of Contractor Date

Signature of Engineer Incharge Date

Signature of Sr. Engineer Date

### ANNEXURE D -

### DEVIATION STATEMENT

Name	of	the	Contracto	r	
Name	of	the	Work:		

Contract Agreement/Work Order No. :

Date:

Sl. Descrip- No. tion			Amount Amount	Diff	erence	Reason for the deviation					
140.	of item		as per agree- ment	executed	as per agree- ment	as execu- ted	as per agree- ment	as executed	Excess	Savings	with autho- rity, if any
					Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Engineer in Charge Date:

Signature of Senior Engineer Date:

#### ANNEXURE E

Statement showing the consumption of materials issued to the contractor Shri/M/s..... in respect of Contract Agreement/Work Order No...... Dated...... Dated...... Name of the Work: ON RECOVERY BASIS SI. Description Unit Quantity Quantity Balance Particulars Quantity to Variation in Rate Amount R No. of material actually actually of disposal be issued as consumption chargerecover- E issued incorpoof balance per approved (Difference able able for M rated in data for between for excess/ the work work column 5 excess! short actually and 8) short consum- K done ption. consu-More Less mption, including materials if any not returned Rs. P. Rs. P. 2 3 4 5 6 7 8 10 9 11 12 13 1. Cement Bricks Wood..... 4. Asbestos Sheet Iron Materials 6. 8. 9. 10. Signature of Contractor Signature of Engineer in Charge Signature of Senior Engineer Date : Date: Date: Note: 1. The quantities shown in columns 4 and 5 above should tally with those shown in columns 5 and 6

- respectively of Annexure A (Part I and II).
  - 2. Data statement of theoretical consumption should be attached in support of quantity specified in column 8.

					ANN	EXURE F					
		of materials issi /Work Order No.					ed				
Sr.No	Stores issue voucher No.	ription of ma	Unit	Quantit y issued	Quantity requried as per data	Quantity consume d in the work	Balance(If any)	Nature of disposal for the balance	Rate chargeable for material not returned Rs.P.	Amount recovera ble for material not returned Rs. P	Remarks
1	2	3	4	5	6	7	8	9	10	11	12
			Total								
	Signature of Date		Total	Signature Date	of Engineer Ir		Signature of Signate	Sr. Engineer			
	Note:Data st	tatement of there	otical consur	nption sho	uld be attache	d in support	of the quantity	y specified in	coloumn 6		

# **ANNEXURE G**

QUESTIONNAIRE TO BE ANSWERED BY ENGINE	ER IN CHARGE AND SENIOR ENGINEER
(Correct particulers and answ	ers to be recorded)
Name of the work :	
Name of the Contractor :	
Date of commencement of the work:	
Contract agreement/work ordered no. and date:	
Reference to supplementary agreement no,if any :	
Whether adminstrative approval and techanical sanction has been	
accorded by the cmpetent authority? If so ,citc reference	
Whether sanction of the competent authority and financial	
concurrencr of the Accounts Departnment for award of the work	
has been accorded? If so,cite reference.	
Wheter the work has been completed in time ? If not ,wheter	
penalty has been levied or sanction of the competent authority for	
extension of time granted and communicated to the Accounts	
Department with reasons for grant of extension? (Due and actual	
date of completion of the work and reference to letter no. and date	
granting the extension of time should be given)	
(a) Wheter the rates allowed in the bill have been checked with	
the contract agreement? (b) Wheter the rates for	
extra/supplemental items have been approved by the competent	
authority and the sanction communicated to the accounts	
Department together wiht rate analysis? If so,cite reference.	
Wheter deviations have been approved by the competent	
authority? If yes, give reference to the approval; if not, give	
reasons.	
Whether the rates of recovery of stores issued to the contractor	
which are not provided for in the Contract Agreement have been	
settled in counsultation with Finance?	
Whether discrepancies pointed out by the Accounts Department in	
the store statement have been reconciled and accepted by the	
Accounts Department?	

# **ANNEXURE G**

QUESTIONNAIRE TO BE ANSWERED BY ENGINE	ER IN CHARGE AND SENIOR ENGINEER
(Correct particulers and answ	ers to be recorded)
Whether materials issued to the contractor in excess of the theoretical requirements have been returned to the Stores Department and the no. and date of such retuened stores vouchers have been shown in stores statement? If not ,whether the cost of such excess material has been recovered at the prescribed rate? Whethre consumption statements in respect of materials chargeabale to the work have been attached to the bill?	
Whether consumption of materials shown has been technicaly checked by Senior Engineer?	
Whether materials is shued and used in the work is not less then that required for consumption in work accroding to our specification? If comsumption is less, whether necessary recovery has been made in the bill?	
Whether mesurments have been checked by the Engineer and Sr. Engineer to the extent required and certificates of check recorded in the mesurments books?	
Whether contractor has signed the bill and the mesurments books without reservations? If not; whether resones have been intimated to the Accounts Department?	
Whethet arithmatical calculations have been checked and certificate recorded in the mesurment books by a person other than the one who calculated initially	
Whether any work was done at the risk and cost of the contractor and whether such cost has been recovered from him? Give particulers.	
Whether all advance payments on running Accounts have been recovered?	
Whether tall the recovries due to services given to the contractor like rent of accommodation, water charges, electricity charges etc. have been recovered and wheather payments made by the company on behalf of the contractor have been adjusted?	
Whether the files containing abstracts from mesurments books/ standared mesurment books have been completed/ updated?	
Whether hire charges of tools and plant have been recovered and the statement of hire charges with full details attached?	

# **ANNEXURE G**

QUESTIONNAIRE TO BE ANSWERED BY ENGINE	ER IN CHARGE AND SENIOR ENGINEER
(Correct particulers and answ	
Whether the certificate of workmanship and completion of work according to specifications, drawings etc. is recorded by Engineer/ Sr. Engineer and whether recoveries have been made for defective works, if any?	,
Whether all corrections in the bill/measurement books etc. have been neatly made and attasted and there are no overwriting?	
Whether final measurments have been taken as soon as possibal after completion of work and the cretificate of complition issued? If not, whether resons for delay have been recorded and communicated to Accounts?	
In respect of Quintites reduced in the final bill as compare to the running payment, whether adequate reasons have been recorded and communicated to Accounts	
Whether the Expeinditure has been classified correctly according to heads of Account recorded in the sanctioned estimate?	
Whether the work has been completed within the estimated cost? If not, what is the percentage of excess over thw sanctioned estimate/ addministrative approval? In case the excess is beyond the competency of Sr. Engineer, what action has been taken for the obtaining the approval of the authority complent to sanction the excess?	
(a) If the contractor has furnished bank guarantee in lieu of cash sequrity deposit towards proper exicuation of works and guarantee against defectsduring the maintenance period, whether the period of currency of the bank guarantee cover the entire maintenance period? (b) If not, whether sequrity deposite has been proposed to be recovred from the final bill?	
Whether all the previous audit objections raised on running Account bills have been settled? If so, cite refrence.	
Signature of Engineer in Charge  Date:	Signature of Engineer in Charge  Date:

### (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 Invita No	ter referred to as the 'Tenderer'), is by Bharat Heavy Electricals Limited shall unless repugnant to the context or gns) incorporated under the Companies Fort, Asiad, New Delhi – 110049 through outhern Region, Tek Towers, No.11, Old
The Tender Conditions provide that the Tenderer shall pay Money Deposit in the form therein mentioned. The form includes Bank Guarantee executed by a Scheduled Bank.	
In lieu of the stipulations contained in the aforesaid Tene unconditional Bank Guarantee against Earnest Money Depot required to be submitted by the Tenderer as a condition preca and the Tenderer having approached us for giving the said G	sit for an amount of <sup>6</sup> is edent for participation in the said Tender
we, the(hereinafter referred to as the Guarantee, hereby irrevocably and unconditionally underto the Employer without any demur, merely on your firm Rs6 (in words Rupees	having our Head Office at he Bank) being the Guarantor under this take to forthwith and immediately pay to rst demand any sum or sums of ) without any reservation, protest, and
Any such demand made on the Bank shall be conclusive as the Bank under this guarantee. However, our liability under amount not exceeding Rs6	
We undertake to pay to the Employer any money so dem disputes raised by the Tenderer in any suit or proceeding Arbitrator or any other authority, our liability under this p	pending before any Court or Tribunal,
The payment so made by us under this Guarantee shall be a v hereunder and the Tenderer shall have no claim against us for	

 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 <sup>7</sup>	and shal
be extended from time to time for such period as may be desired by the Employer.	

We,	. Bank lastly u	ndertake not to re	evoke this gua	arantee during	its currency	except with the
previous cons	ent of the Emp	oloyer in writing.				

Notwithstanding anything to the contrary contained hereinabove:

a) Tl	he liability	of the Bank	under this	Guarantee	shall not	exceed	6
-------	--------------	-------------	------------	-----------	-----------	--------	---

- b) This Guarantee shall be valid up to ......<sup>7</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_\_\_\_8 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, ha	ve power to issue	this Guarantee	under law	and the	undersigned	as a
duly	authorized person has ful	powers to sign th	his Guarantee or	n behalf of	the Bank.		

For and on behalf of (Name of the Bank)

(Signature of Authorised signatory)

Date......
Place of Issue.....

- <sup>1</sup> Details of the Invitation to Bid/Notice Inviting Tender (Tender Ref. No. Eg. BHEL PSSR SCT XXXX)
- <sup>2</sup> Name of Tenderer
- <sup>3</sup> REGISTERED Office Address of the Tenderer
- <sup>4</sup> Details of the Work i.e Tender Description
- <sup>5</sup> EMD Amount as mentioned in Notice Inviting Tender
- <sup>6</sup> BG Amount in words and Figures (BG Amount shall be Minimum of EMD amount less Rs. 2 Lakhs)
- 7 Validity Date
- 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 RETENTION AMOUNT)

### (On non-Judicial paper of appropriate value)

	Bank Guarantee No
Da	ate
To Bharat Heavy Electricals Limited, Power Sector Southern Region, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai – 600097	
In consideration of Bharat Heavy Electricals Limited (hereinafter refexpression shall unless repugnant to the context or meaning the permitted assigns) incorporated under the Companies Act, 1956 a BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Limited, Power Sector Southern Region, Tek Towers, No.11, Old Thoraipakkam, Chennai – 600097 having agreed to exempt(Name of the Vendor / Contractor / Supplier) with its registered office called the said "Contractor" which term includes Supplier), from conditions of the Contract reference No at Rs 4 (Rupees)^4 (hereinaft Retention Amount for the due fulfilment by the said Contractor of the in the said Contract, on production of a Bank Guarantee only),	reof, include its successors and and having its registered office at Unit at Bharat Heavy Electricals Mahabalipuram Road, Okkiyam  te at2 (hereinafter demand under the terms and dated3 valued ter called the said Contract), of e terms and conditions contained
We (indicate the name and address of the (address of the Head Office) (hereinafter referred to [Contractor(s)], being the Gua hereby irrevocably and unconditionally undertake to forthwith and in an amount not exceeding Rs without any demur, in Employer and without any reservation, protest, and recourse and prove or demonstrate reasons for its such demand.	o as the Bank), at the request of grantor under this Guarantee, do mmediately pay to the Employer, mmediately on demand from the
Any such demand made on the bank, shall be conclusive as regards the Bank under this guarantee. However, our liability under this guarantent not exceeding Rs	
We undertake to pay to the Employer any money so demanded disputes raised by the Contractor(s) in any suit or proceeding pendir Arbitrator or any other authority, our liability under this present being	ng before any Court or Tribunal or
The payment so made by us under this guarantee shall be a vapayment hereunder and the Contractor(s) shall have no claim against	
We, further agree that the guarantee herein contained shall remain period that would be taken for the performance of the said Contrac enforceable till all the dues of the Employer under or by virtue of t	ct and that it shall continue to be

paid and its claims satisfied & the Employer certifies that the terms and conditions of the said

# PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

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 including6 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 <sup>7</sup> , 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 <sup>5</sup>
b) This Guarantee shall be valid up to <sup>6</sup>
c) Unless the Bank is served a written claim or demand on or before <sup>7</sup> 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 Authorized signatory)

### PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

- <sup>1</sup> NAME OF THE VENDOR /CONTRACTOR / SUPPLIER.
- <sup>2</sup> ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
- 3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
- <sup>4</sup> CONTRACT VALUE
- <sup>5</sup> BG AMOUNT IN FIGURES AND WORDS
- <sup>6</sup> VALIDITY DATE
- <sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD

#### Note:

- 1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2. 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.
- 3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
- 4. 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). The BG Format provided to them should clearly specify the same.

### 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/counterclaims 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:

S1 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	In cases involving claim and/or	
	settlement	counter-claim of up to Rs 5crores.	
	agreement	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)	

S1 No	Particulars	Amount		
3	Secretarial expenses  Travel and transportation and stay at outstation	In cases involving claim and/or counter-claim of more than Rs 10 crores.  Rs 1,00,000/- (per Conciliator)  Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,  Signing of the Settlement Agreement after approval of the Competent Authority or  Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.  Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.  Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC		
	Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	officer (pay scale wise) in BHEL.		
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.  Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.		
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 /		

S1 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.
- 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.

## STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

1. Chronology of the Γ	Disputes
------------------------	----------

- 2. Brief of the Contract/MoU/Agreement/LOI/LOA
- 3. Brief history of the Disputes:
- 4. Issues:
- 5. Details of Clam(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 FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

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.	Claim description	Amount involved
No.		

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

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 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:

S1.	Claim description Amount involved	
No.		

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 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)
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.